

**BANKTENNESSEE**  
**MODIFICATION AGREEMENT**  
**LOAN #3-20-003241**

THIS AGREEMENT made and entered into as of the 12<sup>th</sup> day of May 2000, by **BILL KNIGHT BUILDER, INC., A TENNESSEE CORPORATION**, referred to as the "Borrower" and **BANKTENNESSEE**, hereinafter referred to as the "Lender",

WITNESSETH:

WHEREAS, Lender is the owner and holder of the following Deed of Trust and of the Note secured thereby, as follows:

Deed of Trust executed by Borrower dated August 21, 1998, recorded in the Register's Office of DeSoto County, State of Mississippi in Book 1035, Page 378, Modification Agreement dated August 5, 1999 recorded in the Chancery Clerk's Office of DeSoto County, State of Mississippi recorded in Book 1141, Page 554, Modification Agreement dated November 1, 1999 recorded in the Chancery Clerk's Office in DeSoto County, State of Mississippi in Book 1166, Page 209, and Modification Agreement dated February 24, 2000 recorded in the Chancery Clerk's Office of DeSoto County, State of Mississippi in Book 1194 Page 0484, securing the promissory note dated August 21, 1998, the original amount of said note being ONE HUNDRED SEVENTY-TWO THOUSAND AND NO/100'S (\$172,000.00); covering the real estate described therein;

WHEREAS, the parties hereto have mutually agreed to modify and promises contained herein and for the sum of Ten and no/100 (\$10.00) Dollars, cash in hand paid to borrower, the parties hereto agree as follows:

1. The undersigned borrower acknowledges that the Note and Deed of Trust which is the subject of this agreement are in full force and effect at this time.
2. The due date is hereby extended to **AUGUST 1, 2000**, with all remaining principal and all previous unpaid, accrued interest and any other charges will be due and payable.
3. The undersigned borrower acknowledges that there is **NO EXTENSION FEE**.

The terms, covenants, and conditions of the aforesaid Deed of Trust and Note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants, and conditions of the aforesaid Notes and Deed of Trust evidencing or securing the aforesaid total indebtedness shall remain in full force and effect, and shall in no manner be affected by execution of this Agreement, except as the same are expressly consolidated, extended and modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the day and year first above written.

**BANKTENNESSEE**

**BILL KNIGHT BUILDER, INC.**

  
 SHARON L. TICER  
 SENIOR VICE-PRESIDENT

  
 WILLIAM L. KNIGHT, PRESIDENT

**GUARANTOR**

  
 WILLIAM L. KNIGHT

STATE MS. - DESOTO CO.  
 FILED  
 JUN 1 10 53 AM '00

BK 1217 PG 329  
 W.F. [unclear]

COUNTY OF SHELBY  
STATE OF TENNESSEE

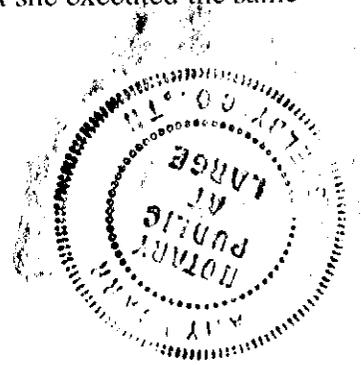
Before me, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared WILLIAM L. KNIGHT to me known or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and acknowledged that she executed the same of her own free will for the purposes therein contained.

WITNESS, my hand and seal at office this 12<sup>th</sup> day of May, 2000.

My Commission Expires:

MY COMMISSION EXPIRES OCT. 4, 2003

  
Notary Public



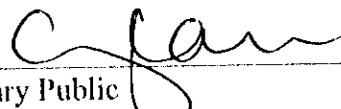
STATE OF TENNESSEE  
COUNTY OF SHELBY

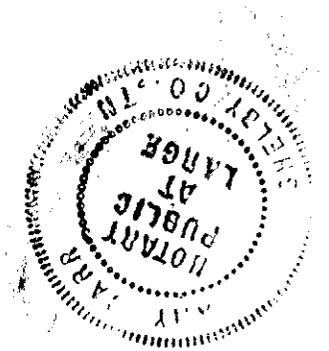
Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared SHARON L. TICER, SENIOR VICE-PRESIDENT, with whom I am personally acquainted and who, upon oath, acknowledge her to be SENIOR VICE-PRESIDENT of BANKTENNESSEE, the within named bargainor, a corporation, and that she as such SENIOR VICE-PRESIDENT, being so authorized to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such SENIOR VICE-PRESIDENT.

WITNESS, my hand and Notarial Seal at Office this the 12<sup>th</sup> day of May 2000.

My Commission Expires:

MY COMMISSION EXPIRES OCT. 4, 2003

  
Notary Public



This Instrument prepared and return to:  
BANKTENNESSEE  
354 New Byhalia Road  
Collierville, Tn. 38017

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS  
"\$0.00".

"EXACTLY SAME COLLATERAL AS PRIOR DEBT."