

STATE MS. - DESOTO CO.
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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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Apperson, Crump & Maxwell, PLC
1755 Kirby Parkway, Suite 100
Memphis, Tennessee 38120

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EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into as of June 29th 2001, by and between LAURENCE M. BLOCH, ALVIN J. LAZAROV and LAUREL REISMAN, widow of Ben H. Reisman (hereinafter collectively called "Borrower") and TRUST ONE BANK (hereinafter called "Lender").

WHEREAS, the Lender is the owner and holder of that certain Promissory Note executed by Laurence M. Bloch, Alvin J. Lazarov and Ben H. Reisman dated May 1, 2000, in the original principal amount of Three Hundred Ten Thousand and No/100 Dollars (\$310,000.00), as amended by Note Modification Agreement dated November 17, 2000, which note is secured by Deed of Trust dated May 1, 2000, and recorded in Book 1211, Page 489, in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust conveying real estate located in DeSoto County, Mississippi, and being more particularly described therein, for the purpose of securing the payment of the aforesaid note, reference being here made to said Deed of Trust for all of the terms and provisions thereof. The said note is also secured by an Assignments of Leases, Rents and Income filed in the said Clerk's Office; and,

WHEREAS, the Lender is also the owner and holder of that certain Promissory Note and Deed of Trust described as follows, to-wit:

That certain Promissory Note executed by Laurence M. Bloch, Alvin J. Lazarov and Ben H. Reisman dated November 17, 2000, in the original principal amount of Two Hundred Seventy-Two Thousand Four Hundred Fifty Three and 54/100 Dollars (\$272,453.54) which note is secured by Deed of Trust dated November 17, 2000, and recorded in Book 1272, Page 21, in the said Clerk's Office, said Deed of Trust conveying real estate located in DeSoto County, Mississippi, and being more particularly described therein, for the purpose of securing the payment of the aforesaid note, reference being here made to said Deed of Trust for all of the terms and provisions thereof; and,

WHEREAS, Assignments of Leases, Rents and Incomes ("Assignments"), Environmental Indemnity Agreements and Limited Guaranties were executed by Laurence M. Bloch, Alvin J. Lazarov and Ben H. Reisman in connection with the said notes. The said notes, Deeds of Trust, Assignments, Environmental Indemnities and Limited Guaranties are hereinafter referred to as the "Loan Documents"; and,

WHEREAS, Ben H. Reisman died a resident citizen of Shelby County, Tennessee on December 6, 2000, and Laurel Reisman, his widow and sole devisee under his Last Will and Testament which is of record in Will Book 338, Page 717, in the Office of the Shelby County, Tennessee Probate Court Clerk's Office. The said Will is probated as a muniment of title in Cause Number 01-5-714, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, the parties hereto consolidated the said two notes into a single indebtedness, evidenced by Consolidation, Extension and Modification Agreement of record in Book 1334, Page 672, in the Office of Chancery Clerk of DeSoto County, Mississippi wherein Laurel Reisman assumed all of the obligations of Ben H. Reisman to the Lender under the Loan Documents.

WHEREAS, the parties are desirous of further amending and extending the Loan Documents, all in the manner and to the extend and subject to the terms and conditions hereinbelow set out.

NOW, THEREFORE, the Borrower, for and in consideration of the agreement of the Lender to extend and modify the Loan Documents as aforesaid, and in the consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the Borrower to the Lender, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The total unpaid principal balance of the indebtedness is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00), with interest thereon, from the date hereof, as hereinafter provided, shall be paid upon the dates and in the modified and combined amounts as follows:

Said principal and interest are payable in installments in the following manner, to-wit:

Nine Thousand No/100 Dollars (\$9,000.00) on the first (1st) day of July, 2001, and a like amount on the first day of each and every month thereafter to and including September 1, 2007, and on October 1, 2007, the balance of said principal sum and interest thereon shall be due and payable, which said monthly payments shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of Seven and Three-Eighths Percent (7 3/8 %) per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal of this Note.

2. All of the terms, covenants, conditions and agreements contained in the Loan Documents and any amendments thereto are incorporated by reference, are hereby ratified and confirmed by the Borrower and shall continue in full force and effect according to their original tenure, except as herein consolidated, modified, coordinated and extended.
3. The terms, covenants and conditions of the Loan Documents are hereby incorporated herein by reference and the Borrower warrants that no default exists thereunder and that all covenants and warranties made therein are true and of all instruments evidencing or securing the indebtedness remain in full force and effect, and will in no manner be affected by the execution of this Agreement, except as the same are expressly modified herein.
4. A release of the said two Deeds of Trust recorded in the Office of said DeSoto County Clerk shall constitute a release of this Agreement.
5. This Agreement does not discharge any of the makers, sureties, endorsers or guarantors of either or both of the said notes or any other obligations secured by the said two Deeds of Trust and all rights of the Lender against any or all of the same are hereby expressly reserved.
6. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their respective heirs, successors, next of kind, assigns, transferees and grantees.

SEE NEXT PAGE FOR SIGNATURES

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

Laurence M Bloch
LAURENCE M. BLOCH

Alvin J. Lazarov
ALVIN J. LAZAROV

Laurel Reisman
LAUREL REISMAN

TRUST ONE BANK

By: [Signature]
Name: George M. Kestel
Title: SVP

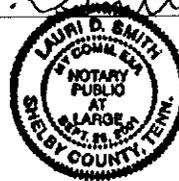
STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named LAURENCE M. BLOCH, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 18th day of June, 2001.

My Commission Expires:
9/25/2001

Lauri D. Smith
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named ALVIN J. LAZAROV, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 18th day of June, 2001.

My Commission Expires:
9/25/2001

Lauri D. Smith
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named LAUREL REISMAN, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 19th day of June, 2001.

Lauri D. Smith
Notary Public

My Commission Expires:
9/25/2001



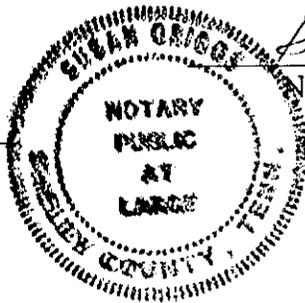
STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named George M. Klepper III, known to me to be the S.V.P. respectively of TRUST ONE BANK, a corporation, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of TRUST ONE BANK, after being duly authorized so to do.

Given under my hand and seal this 27 day of June, 2001.

Susan Origo
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
February 13, 2002



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