

Prepared By and Return to:
Financial Federal Savings Bank
6305 Humphreys Blvd, Suite 100
Memphis, TN 38120

Loan No. #13339

LOAN MODIFICATION AGREEMENT

This Agreement, made and entered into as of the 12th day of December, 2001, by and between FINANCIAL FEDERAL SAVINGS BANK, a federal savings bank whose address is 6305 Humphreys Blvd, Suite 100, Memphis, Tennessee, 38120, hereinafter referred to as "Financial Federal," or "Lender," and, Jerry Yount and Susan Yount Memphis, Tennessee, hereinafter referred to as "Borrower;"

WITNESSETH:

WHEREAS, by Open-End Deed of Trust (the "Trust Deed") bearing date of July 24, 1998 and recorded in the Register's Office of Desoto County, Mississippi, as Instrument No. Book 1023 Page 642 Borrowers conveyed to John W. Montesi, Jr., as Trustee, certain real property located in Desoto County, Mississippi (reference being hereby made to the Trust Deed for a more particular description of said real estate) for the purpose of securing the payment of an indebtedness to Financial Federal in the principal amount of Seventy Thousand -----no/100 Dollars (\$70,000.00), said indebtedness being evidenced by a Financial Federal Savings Bank Equity Credit Line Agreement, Promissory Note and Truth in Lending Disclosure dated , July 24, 1998 (the "Note"), executed by Borrower in favor of Financial Federal, all as described in said Trust Deed; and

WHEREAS, it is hereby acknowledged that there is due and unpaid upon said indebtedness the principal sume of \$ 70,000.00 ; and

WHEREAS, the Borrower had requested Financial Federal to advance an additional, \$5,000.00 under the Note and secured by the Trust Deed and Financial Federal has agreed to said reduction for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties do hereby agree as follows:

**MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE
RECORDING TAX PURPOSE IS \$ 5,000.00**

STATE MS. - DESOTO CO. *g*
FILED

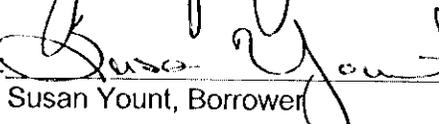
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BK 1445 PG 73
W.E. DAVIS CH. CLK.

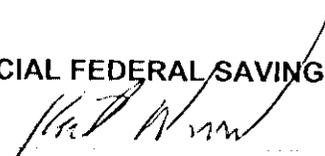
1. The parties do hereby agree that the Bank shall increase the available amount under the line of credit to Five Thousand----- and no/100 Dollars (\$5,000.00). Which shall be due and payable to the Bank on or before July 24, 2008.
Total indebtedness due from the Borrower to the Bank is \$75,000.00
2. **Borrower shall pay all costs to record this Agreement.**
3. The Lender agrees to make a notation on the Note of the modification set forth in this Agreement.
4. The Borrower promises to pay the Note as set forth hereinabove; to pay any and all present and future indebtedness secured by the Trust Deed; to keep and perform all the covenants, terms and conditions contained in the Trust Deed and the Note (as modified herein) and/or in all instruments now or hereafter evidencing or securing the indebtedness evidenced hereby or secured by the Trust Deed, in default of any of which the holder of the Note, at its option, may declare the indebtedness evidenced thereby accelerated and matured for all purposes, and may proceed to foreclose the Trust Deed or to exercise, at its option, any right or privilege granted in the Trust Deed or in the Note, or by law.
5. The terms, covenants, conditions and lien of the Trust Deed and of the Note and of all instruments evidencing or securing the indebtedness, including the Equity Credit Line Agreement, will remain in full force and effect, and will in no manner be affected except as expressly modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

BY: 
Jerry Yount, Borrower

BY: 
Susan Yount, Borrower

FIANCIAL FEDERAL SAVINGS BANK

BY: 
Kent Wunderlich
Executive Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 12th day of December 2001, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jerry Yount and Susan Yount to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notaries Seal at office the day and date above written.

Brenda L. Quick
Notary Public

My Commission Expires:

9/18/2002



STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kent Wunderlich, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Executive Vice President of Financial Federal Savings Bank, the within named bargainer, a corporation, and that he as such Executive Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Vice President.

WITNESS my hand and Notaries Seal at office this 12th day of December, 2001.

Patricia D. Murphy
Notary Public

My Commission Expires:

08-13-03



BK 1445 PG 0076

State Tax	\$	00.00
Register Fee	\$	0.00
Recording Fee	\$	7.50
Total	\$	7.50
Other Fees:		
Credit Report	\$	
Modification Fee	\$	
Appraisal Fee	\$	
Grand Total	\$	7.50