

(Space Above This Line For Recording Data)

Maximum principal indebtedness for Tennessee recording tax purposes is \$0. Exact same collateral as prior debt. Does not increase principal indebtedness.

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 24th day of April, 2003, between PATRICK CLAY JOHNSON and wife, GINNY L. JOHNSON, ("Borrower") and FINANCIAL FEDERAL SAVINGS BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated September 12, 2002, and recorded in Book 1577, Page 25, in the Office of the Chancery Clerk and Master of DeSoto County, Mississippi, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at

4042 Victoria Drive, Nesbit, MS 38651

(Property Address)

the real property described being set forth as follows:

Lot 362, Section B-1, Bridgetown Subdivision, situated in Section 23, Township 2 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 15, Pages 24-27, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of April 24, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$125,000.00 consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest shall be charged on the Unpaid Principal Balance at the yearly rate of 5.50% from April 24, 2003. Borrower promises to make monthly payments of principal and interest of U. S. \$709.74 beginning on the first day of June, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2033, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at Financial Federal Savings Bank, 6305 Humphreys Boulevard, Suite 100, Memphis, Tennessee 38120, or at such other places as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including, without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing or relating to, any change or adjustment in the rate of interest payable under the Note; and

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(b) all terms and provisions of any adjustable rate or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

FINANCIAL FEDERAL SAVINGS BANK

By: *Kent Wunderlich*
Kent Wunderlich, Executive Vice President
Lender

Patrick Clay Johnson
PATRICK CLAY JOHNSON
Borrower

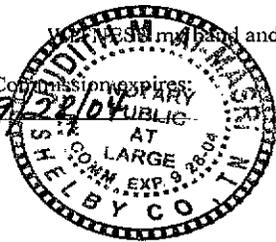
Ginny L. Johnson
GINNY L. JOHNSON
Borrower

STATE OF TENNESSEE
STATE OF TENNESSEE
COUNTY OF SHELBY

On this 24th day of April, 2003, before me personally appeared PATRICK CLAY JOHNSON and GINNY L. JOHNSON, with whom I am personally acquainted, and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed.

I, _____, my hand and notarial seal at office the day and year above written.

My Commission expires: 9/22/04



Judith M. Al-Masri
Notary Public

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, 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 bargainor, a Federal Savings Bank, and that he as such Executive Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself as Executive Vice President.

WITNESS my hand and notarial seal at office this 24th day of April, 2003.

My Commission expires:

3-17-07

Mintie Lee Maley
Notary Public



THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Michael E. Hewgley, Attorney
6305 Humphreys Boulevard, Suite 108
Memphis, Tennessee 38120