

MAY 11 9 52 AM '04

BK 1986 PG 309
J. DAVIS CH. CLK.

Maximum principal indebtedness for Mississippi recording tax purposes is \$0.00.

Prepared by and return to: Trust One Bank
1715 Aaron Brenner Drive, Suite 100
Memphis, Tennessee 38120
901-759-3500

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into as of the **4th** day of **May 2004**, by and between Evelyn D, Marshall and Barry L. Marshall ("Borrower"); and TRUST ONE BANK, a Tennessee banking corporation ("Bank").

Recitals of Fact:

WHEREAS, Borrower executed that certain open end credit agreement, dated **March 5, 2003** in the original principal sum of **Twenty-Five Thousand Dollars (\$25,000.00)** Dollars ("Note"), payable to Bank, or its order, secured, *inter alia*, by a Deed of Trust of even date therewith ("Deed of Trust"), which Deed of Trust describes certain real property (hereinafter called the "Property") located in **Olive Branch, DeSoto County, Mississippi**, as more particularly described in said Deed of Trust of record at **Book 1747, Page 141 DeSoto County Chancery Clerk's Office**.

WHEREAS, Bank is the legal owner and holder of the credit agreement and Deed of Trust; and

WHEREAS, the parties hereto by means of this instrument desire to modify the terms of the credit agreement by increasing the amount of debt represented thereby and secured by the Deed of Trust, without, however, releasing or affecting the lien and priority of the Deed of Trust.

NOW, THEREFORE, FOR MUTUAL CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Acknowledgment of Debt. It is acknowledged that as of the date hereof the Maximum Total Principal Indebtedness represented by the open-end credit agreement is **\$25,000.00**. Additional funds in the amount of **\$115,000.00** are being made available by Lender to Borrower bringing the Maximum Total Principal Indebtedness to **\$140,000.00** to be evidenced by the open-end credit agreement. The Maximum Total Principal Indebtedness shall bear interest and be payable as provided in the open-end credit agreement.
2. Law Governing. The negotiations for the indebtedness secured by the Deed of Trust, and for this modification have taken place in the State of Tennessee. The open end credit agreement, the Deed of Trust, this Modification Agreement, and all other documents evidencing or securing the loan evidenced by the credit agreement and secured by the Deed of Trust are or have been delivered from Borrower to Bank at Germantown, Tennessee, and shall be construed according to and governed by the laws of the State of Tennessee, except to the extent that federal law may control as to the maximum rate of interest which may be lawfully charged.
3. Modification of Deed of Trust. The Deed of Trust is hereby modified to reflect the changes in the open end credit agreement as stated above and to extend the lien of the Deed of Trust so that the lien of the Deed of Trust will not be barred by the statute of limitations until ten (10) years after the date of maturity of the last installment of the indebtedness evidenced by the open end credit agreement and secured by the Deed of Trust, as set forth above. The lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from the maturity of said indebtedness.
4. Reaffirmation of Obligations. All other provisions of the open end credit agreement, the Deed of Trust, and other loan documents which pertain thereto which are inconsistent

with the provisions of this Modification are hereby modified and amended to conform herewith; and so modified and amended, each and all of said instruments and documents are hereby ratified, approved and confirmed in all respects.

5. Borrower's Representation and Warranties. In order to induce Bank to enter into this Modification Agreement, the Borrower does hereby certify, represent and warrant to Bank that:

a. All representations and warranties made by the Borrower in the Deed of Trust, and in all other loan documents securing the open-end credit agreement are true, correct and complete in all material respects as of the date of this Modification Agreement.

b. There are no existing offsets, defenses or counterclaims to the respective obligations of the Borrower as set forth in the open end credit agreement, the Deed of Trust, or in any other instrument or document executed by the Borrower in connection with the loan secured by the Deed of Trust.

6. Borrower's Covenants. In consideration of the modification herein granted, the Borrower promises to pay said indebtedness and the interest thereon, as above set out, and to keep and perform all the covenants, terms and conditions contained in the Deed of Trust and in all other loan documents, in default of any of which Bank may, at its option, immediately or (if the said Note or other loan documents provide for a period of cure) following the expiration of any applicable cure period which no cure of such default having been effected, thereupon declare said indebtedness accelerated and matured for all purposes any may proceed to foreclose said Deed of Trust, it being expressly understood and agreed that the open end credit agreement shall continue as evidence of said indebtedness until the same is paid, and that the lien of the Deed of Trust shall be in no manner whatsoever affected by the execution of this instrument, except as the same is modified herein.

7. Releases. A release of the Deed of Trust shall also be and constitute a release of this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

TRUST ONE BANK

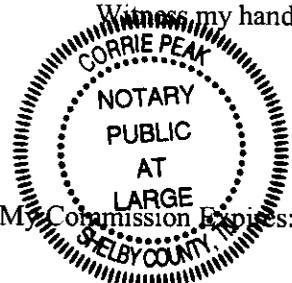
Kelly Neal
By: Kelly Neal

By: Evelyn D. Marshall
Evelyn D. Marshall

By: Barry L. Marshall
Barry L. Marshall

STATE OF TENNESSEE
COUNTY OF SHELBY

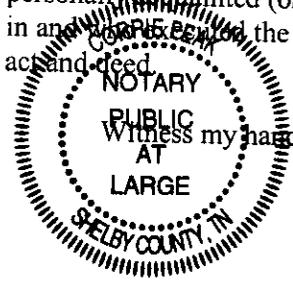
Before me personally appeared, **Kelly Neal**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be an **AVP** of Trust One Bank, a Tennessee banking corporation, and that he/she as such officer being duly authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

Witness my hand and official seal, at office this 10 day of May, 2004.

Corrie Peal
Notary Public
MY COMMISSION EXPIRES: August 21, 2007

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me personally appeared Evelyn D. Marshall and Barry L. Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) 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 official seal, at office this 10 day of May 2004.

Corrie Deal
Notary Public

My Commission Expires: **MY COMMISSION EXPIRES:**
August 21, 2007