

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Agreement") is made and entered into as of the 7th day of October, 2004, by and among **Childers Enterprises, LLC**, a Mississippi limited liability company, whose address is 4235 Chalice, Southaven, Mississippi 38672 ("Borrower"), **Charles Childers and wife, Cheryl Childers**, whose address is 4235 Chalice, Southaven, Mississippi 38672 (collectively, the "Grantor"), and **First Tennessee Bank National Association**, whose address is 165 Madison, 10th Floor Metropolitan Division, Memphis, Tennessee 38103, Attention: J. Michael Peeler ("Bank").

Recitals of Fact:

WHEREAS, Borrower executed that certain Promissory Note dated August 19, 2003, in the principal sum of Two Hundred Fifty Thousand Five Hundred and No/100ths Dollars (\$250,500.00) ("Note"), payable to the order of Bank and secured by a Land Deed of Trust of even date therewith ("Deed of Trust"), which Deed of Trust describes certain real property ("Property") located in Southaven, Desoto County, Mississippi, as more particularly described in said Deed of Trust of record in Book 1807, Page 0457, in the Office of the Chancery Clerk of Desoto County, Mississippi;

WHEREAS, the parties desire to modify and amend certain provisions of the Note, which provisions include, but are not limited to, the principal amount of the Note, repayment terms and the maturity date; and

WHEREAS, the parties desire to modify and amend certain provisions of the Deed of Trust to reflect the modifications to the Note.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) cash in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Acknowledgment of Debt of Note and Modification Thereof. The parties acknowledge that as of the date hereof the current unpaid principal balance of the Note is \$207,582.41. The Note is hereby modified to increase the principal amount of the Note by Thirty Thousand and No/100ths Dollars (\$30,000.00) to a total, current unpaid principal balance of Two Hundred Thirty-Seven Thousand Five Hundred Eighty-Two and 41/100ths Dollars (\$237,582.41), and Borrower hereby promises to pay to the order of Bank the sum of Two Hundred Thirty-Seven Thousand Five Hundred Eighty-Two and 41/100ths Dollars (\$237,582.41) pursuant to the terms of the Note, as modified herein.

2. Additional Note Modification. The Note is further modified and amended by deleting the paragraph entitled "Multiple Principal Payments" and inserting the following in lieu thereof:

"Multiple Principal Payments: 35 payments of \$3,600.00 each, plus a final payment for the balance then owing, beginning November 5, 2004 and continuing on the same day of

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each successive monthly calendar period. Accrued interest is included in each of the above payments."

3. Deed of Trust Modification. The Deed of Trust is hereby amended by deleting the first "WHEREAS" paragraph on page 1 in its entirety and substituting the following in lieu thereof:

"WHEREAS, Childers Enterprises, LLC, a Mississippi limited liability company ("Debtor"), whose address is 4235 Chalice Drive, Southaven, Mississippi 38672, is indebted to Secured Party in the amount of \$237,582.41 as evidenced by a Promissory Note ("Note") of even date herewith, as amended by that certain Modification Agreement dated as of October 7, 2004, in favor of Secured Party, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth in the Note, as amended (said Note, as amended, being incorporated herein by reference as though copied herein verbatim) as follows:

Thirty-Five (35) payments of \$3,600.00 each, plus a final payment for the balance then due and owing, beginning November 5, 2004 and continuing on the same day each successive monthly calendar period, and maturing on October 5, 2007."

4. Additional Deed of Trust Modification. The Deed of Trust is hereby further modified and amended by adding the following paragraph as paragraph thirteen (13) of the Deed of Trust:

"13. Notwithstanding anything contained in this Deed of Trust to the contrary, all references in this Deed of Trust to the Note shall mean the Note, as amended by that certain Modification Agreement dated as of October 7, 2004, among the Borrower, Grantor and Lender, in the principal sum of Two Hundred Thirty-Seven Thousand Five Hundred Eighty-Two and 41/100ths Dollars (\$237,582.41)."

5. Modification of Other Loan Documents. The Security Agreement dated August 19, 2003 executed by Borrower for the benefit of Bank and the Guaranty Agreement dated August 19, 2003 executed by Charles Childers and Cheryl Childers for the benefit of Bank are hereby modified to provide that the principal amount of the Note is to Two Hundred Thirty-Seven Five Hundred Eighty-Two Thousand and 41/100ths Dollars (\$237,582.41).

6. Bank Records. Bank agrees to make a notation upon its records showing that the loan documents described herein have been modified as set forth herein.

7. Conflicts. Except as modified herein, the provision of this Agreement are not intended to supersede the provision of the Note, the Deed of Trust or any other loan document executed in connection therewith but shall be construed as supplemental thereto. In the event of any inconsistency between the provisions hereof and the Note, the Deed of Trust or any other

loan document executed in connection therewith, the parties intend that during the continuance of this Agreement, this Agreement shall be controlling.

8. Borrower Representations. Borrower agrees that there are no defenses to the enforcement of the Note and Deed of Trust, as modified herein. As of the date hereof, to the best of Borrower's knowledge, Borrower is in full compliance with all of the terms and provisions set forth in the Note, Deed of Trust and all other instruments and documents executed in connection therewith, and no event of default, as described therein, nor any event which upon notice, lapse of time or both would constitute an event of default, has occurred or is continuing. In all other respects, the Note and Deed of Trust shall remain in full force and effect, and Borrower hereby reaffirms all the terms and conditions of the Note and Deed of Trust, both as modified herein, and promises to pay the Note in full with all accrued interest in accordance herewith and to perform all other obligations under the Note and Deed of Trust, both as modified herein, as provided therein, default of which the holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise, at its option, any right or privilege granted in any of said agreements or documents or by law.

9. No Discharge or Release. The execution of this Agreement does not discharge any of the obligors, sureties, endorsers or guarantors of the Note, and all rights of the Bank against any or all of the same are expressly reserved and all of the provisions of the Note and Deed of Trust, and any and all other documents or instruments executed in connection with the same, are hereby ratified and confirmed and shall remain in full force and effect.

10. No Novation. The parties agree that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of this modified Deed of Trust.

11. Release. A full release of the Deed of Trust shall constitute a release of this Agreement.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees and grantees, and shall be governed and construed in accordance with the laws of the State of Mississippi, except with respect to interest which shall be governed and construed in accordance with Federal Law.

13. Further Assurances. The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to further evidence, confirm or carry out the intent and purposes of this Agreement.

14. Attorney Fees. Borrower shall pay all costs incurred by Bank, including but not limited to Bank's internal costs and reasonable attorneys' fees and other third-party expenses, which arise out of or in connection with this Agreement.

15. Sections and Other Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement

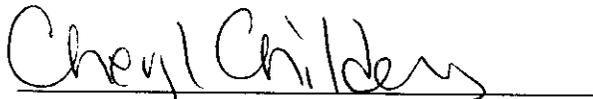
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IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

First Tennessee Bank National Association

By: 
Michael Peeler
Senior Vice President


Charles Childers


Cheryl Childers

Childers Enterprises, LLC

By: 
Its: Cheryl Childers

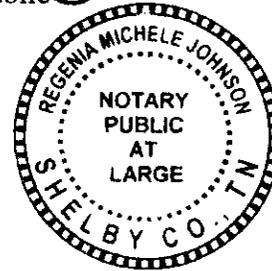
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me personally appeared Michael Peeler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a Senior Vice President of First Tennessee Bank National Association, a national banking association, and that he as such officer being duly authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the bank by himself as such officer.

WITNESS MY HAND AND OFFICIAL SEAL, at office this 7th day of October, 2004.

Regenia Michele Johnson
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MARCH 29, 2005



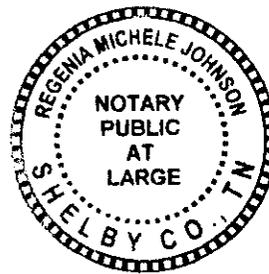
STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of October, 2004, within my jurisdiction, the within named Charles Childers and Cheryl Childers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, 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 7th day of October, 2004.

Regenia Michele Johnson
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MARCH 29, 2005

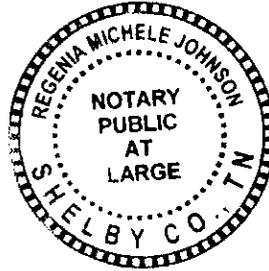


STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of October, 2004, within my jurisdiction, the within named Cheryl Childers, who acknowledged her self to be Chief manager of Childers Enterprises, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, he executed the above and foregoing instrument by signing ~~his~~ her name as Chief manager of said company, after first having been duly authorized by said company so to do.

Regenia Michele Johnson
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES MARCH 29, 2003



This Instrument Prepared by:
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