

EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made this 15th day of April, 2005, between Robert L. McAdams and Dawn C. McAdams (Borrower) and Union Planters Bank, N.A. d/b/a Regions Mortgage (Lender), amends and supplements (1) Deed of Trust as a Modified Debt (the "Security Instrument") and (2) the Note 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:

LOT 146 OF SECTION D, RANCH MEADOWS, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 9 WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGE(S) 6 & 7, OF THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY, MISSISSIPPI.

Street Address: 6760 Cassidy Dr.
Walls, MS 38680

and recorded in Book 1685, at Page 433 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 May 1, 2005, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$141,015.94 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The initial interest rate in effect from the date of this Extension and Modification Agreement until April 1, 2033, is 6%, payable in monthly installments of \$1,150.82 plus an additional amount for the monthly escrow payment, if applicable, commencing on the first day of May, 2005, and on the first day of each month thereafter.
3. If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the borrower.

4. The Borrower also will comply with all other covenants, agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this agreement.

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

[Signature]
Robert L. McAdams

[Signature]
Dawn C. McAdams

UNION PLANTERS BANK, N.A. d/b/a
REGIONS MORTGAGE

By: [Signature]

Its: [Signature]

STATE OF MISSISSIPPI
COUNTY OF [Signature]

Personally appeared before me, [Signature]
undersigned Notary Public, in and for the State and County, hereby certify that Robert L. McAdams and Dawn C. McAdams, Husband and Wife, acknowledged before me on this day that being informed of the contents of this agreement, executed the same voluntarily on this date.

Given under my hand and notarial seal on this the [Signature] day of April, 2005.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
[Signature]



STATE OF TENNESSEE
COUNTY OF Shelby

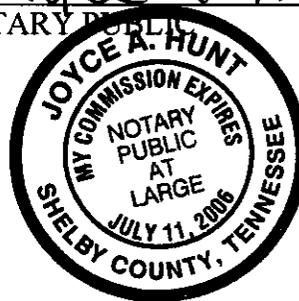
Personally appeared before me, Joyce Hunt, the undersigned Notary Public, in and for the State and County, hereby certify that Debbie Fly, who is named as Asst Vice President of UNION PLANTERS BANK, N.A., acknowledged before me on this day that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for UNION PLANTERS BANK, N.A. on this date.

Given under my hand and notarial seal on this the 25th day of April, 2005.

Joyce A. Hunt
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 11, 2006



Prepared By:
Shapiro & Massey, L.L.P.
1910 Lakeland Drive, Suite B
Jackson, MS 39216
(601) 981-9299 - PH
(601) 981-9288 - Fax

INDEX: LOT 146 OF SECTION D, RANCH MEADOWS, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 9 WEST