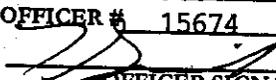


THIS INSTRUMENT PREPARED BY AND RETURN TO:

NBC  
One Commerce Square  
Memphis, TN 38150  
TransUnion Settlement Solutions  
5300 Brandywine Pkwy., Suite 100  
Wilmington, DE 19803

MAXIMUM PRINCIPAL INDEBTEDNESS FOR  
TENNESSEE RECORDING TAX PURPOSES IS  
\$-0- INDEBTEDNESS TAX PREVIOUSLY PAID  
UNDER COUNTY REGISTER'S NO. \_\_\_\_\_  
OR BOOK 1076 PAGE 76

NOTE AND MORTGAGE/DEED OF TRUST MODIFICATION AGREEMENT

<b>BORROWER'S NAME &amp; ADDRESS</b> <u>Brian F Dominski</u> <u>9045 Germantown Rd ext</u> <u>Olive Branch, MS 38654</u>	<b>LENDER'S NAME &amp; ADDRESS</b> <u>National Bank of Commerce</u> <u>One Commerce Square</u> <u>Memphis, TN 38150</u>	<b>CUSTOMER #</b> <u>5000229102-5772</u> <b>LOAN #</b> <u>5777</u> <b>BRANCH #</b> <u>966</u> <b>OFFICER #</b> <u>15674</u>  <b>OFFICER SIGNATURE</b>
<b>Modification Execution Date:</b> <u>March 20, 2005</u>	<b>Modification Effective Date:</b> <u>March 20, 2005</u>	<b>Original Note Date:</b> <u>September 25, 1998</u>

THIS MODIFICATION AGREEMENT is made and entered into as of the Effective Date, by and between Borrower and Bank. AUG 29 2005

WHEREAS, on the original Note date, Borrower executed a Promissory Note in the principal sum of 222,941.00 Dollars (\$ \_\_\_\_\_) as may have been previously modified, extended, renewed or amended, the "Note" to the order of Bank; secured by a Mortgage/Deed of Trust (the "Mortgage") executed by Borrower and conveying to the Bank or the Trustee(s) named therein for the benefit of Bank certain real property located in the County of DeSoto State of Mississippi, as more particularly described in said Mortgage, which was recorded in the land records of Desoto County, Mississippi under Instrument No. \_\_\_\_\_ or Book 1076, Page 76; and

WHEREAS, the parties by means of this instrument desire to modify the terms of the Note and, if applicable, extend the maturity date of the Note and extend the lien of the Mortgage, without, however, releasing or affecting the priority of said Mortgage.

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

(1) **ACKNOWLEDGEMENT OF DEBT:** It is acknowledged that the principal balance of the Note is \$ 211,256.60 as of the Modification Effective Date.

(2) **MODIFICATION TO THE NOTE** - The Note is modified as follows:

**INTEREST RATE** - Borrower and Bank agree that from and after the Modification Effective Date herein, the Note is amended to provide that the Note bear interest on the unpaid principal at the interest rate ("RATE") set forth below:

NOTE: Selections not checked below are not applicable.

- The RATE of the Note is UNCHANGED.
  - The RATE shall be 6.6 % per annum.
  - The RATE shall be the Bank's Prime Rate per annum (defined in the Note), Plus \_\_\_\_\_ PERCENT ( \_\_\_\_\_ %).
- As used herein "Prime Rate" is a variable rate and is a reference or benchmark rate of interest established from time to time by Bank as its "Prime Rate" whether or not such rate is published.
- Other: \_\_\_\_\_

**PAYMENT SCHEDULE** - Borrower promises to pay Bank the amounts due on the Note as follows:

NOTE: Selections not checked below are not applicable.

- Unchanged: The PAYMENT SCHEDULE of the Note is UNCHANGED.
- Demand: Principal on DEMAND, or if no demand on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.
- Single Payment: Principal and interest due \_\_\_\_\_ days after the Note date, which is \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.
- Installment:
  - Principal and interest in 83 payments of \$ 1,349.47 each, OR
  - Principal in \_\_\_\_\_ payments of \$ \_\_\_\_\_ each plus accrued interest commencing on 4/20/2005, and on the same day of each  month,  quarter,  six months,  year thereafter, and a final payment of the unpaid principal, accrued interest and any other amounts owing under this Note on 3/20/2012
- Maturity Date: Maturity date is changed to 3/20/2012
- Other: \_\_\_\_\_

**PREPAYMENT PENALTY** - In the event the Borrower prepays the entire outstanding balance of the Note:

NOTE: Selections not checked below are not applicable.

- No prepayment penalty shall be due and payable.
- A prepayment penalty of \_\_\_\_\_% of the balance shall be due and payable.
- The following prepayment penalty schedule shall apply:

FOR USE WITH NOTE SECURED BY REAL ESTATE - THIS INSTRUMENT MUST BE RECORDED IF EXTENDING MATURITY DATE

EXHIBIT 'B'

NOTE AND MORTGAGE/DEED OF TRUST MODIFICATION AGREEMENT  
PAGE 2

DATE: March 29, 2005

(3) **ADDITIONAL SECURITY FOR NOTE** - In addition to the Mortgage referenced above, the Bank's security interest in other collateral securing the Note if any, shall continue in full force and effect during the term of the Note, EXCEPT AS MODIFIED BELOW:

**A. ADDITIONAL COLLATERAL TO SECURE LOAN.** In addition to the Mortgage and to any other collateral securing the Note, in order to further secure payment of this Note and any other debts Borrower owes to Bank, Borrower hereby grants to Bank a security interest in the following collateral:

\_\_\_\_\_  
\_\_\_\_\_

The Collateral will be used for the following purpose:

- In addition, the Note is secured by the following documents dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_:
  - Mortgage/Deed of Trust
  - Assignment of  Deposit Account  Investment Account  Life Insurance Policy
  - Stocks/Bonds
  - UCC-1 Financing Statement(s) effective through maturity date of Note.
  - Other: \_\_\_\_\_

**B. COLLATERAL RELEASED FROM LOAN:** The following collateral shall no longer secure the Note and is hereby released by the Bank:

\_\_\_\_\_  
\_\_\_\_\_

(4) **MODIFICATION OF MORTGAGE AND OTHER SECURITY INSTRUMENTS.** The Mortgage and all other security instruments are hereby modified to reflect the changes in the Note as stated above. Pursuant to applicable law, any extension of the lien of the Mortgage or other security instruments shall not impair the priority of legal effectiveness thereof.

(5) **REAFFIRMATION OF OBLIGATIONS.** All terms and provisions of the Note and security interest not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto. Any reference in any security instrument that may secure the Note shall hereafter refer to the Note as amended. Nothing contained herein shall be deemed to constitute a novation of the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

**BORROWER**

[Corporation/Limited Liability Company/Partnership]

**INDIVIDUAL BORROWER(S)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Brian F. Dominski  
\_\_\_\_\_  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK USE ONLY**  
If maturity date is extended and the Modification is not notarized or recorded, Bank requires a Division Head's signature evidencing approval.  
BY: Brian Lowrey  
\_\_\_\_\_  
Division Head

**\*COMPLETE NOTARY SECTION AND RECORD WHERE MATURITY DATE IS EXTENDED**  
**INDIVIDUAL ACKNOWLEDGEMENT**

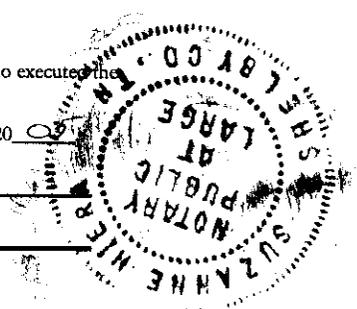
STATE OF TN  
COUNTY OF Shelby

Before me personally appeared Brian Dominski to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he)(she)(they) executed and delivered the same as (his)(her)(their) free act and deed.

Witness my hand and seal, at office in Shelby City, this 29 day of March, 2005

My commission expires: 11-9-05

Suzanne Heer  
NOTARY PUBLIC



**CORPORATION/LIMITED LIABILITY COMPANY/PARTNERSHIP**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged (him)(her)self(theyself) to be the \_\_\_\_\_ of \_\_\_\_\_ the within named bargainer, and that (he)(she)(they) as such \_\_\_\_\_, being authorized to do so, executed and delivered the foregoing instrument for the purpose therein contained by signing the name of the \_\_\_\_\_ by (him)(her)self(theyself) as \_\_\_\_\_

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGEMENT BY BANK**

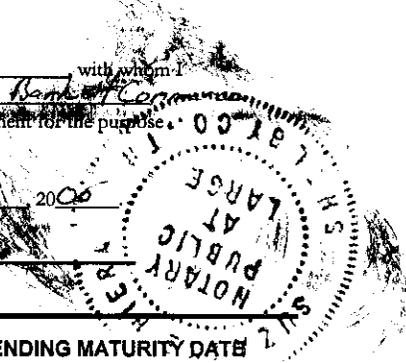
STATE OF TN  
COUNTY OF Shelby

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Brian Lowrey with whom I am personally acquainted and who, upon oath, acknowledged (him)(her)self to be a SEVP of National Bank of Commerce the within named bargainer, and that he/she as such Officer, being authorized to do so, executed and delivered the foregoing instrument for the purpose therein contained, by signing the name of the Bank by (him)(her)self as such Officer.

Witness my hand and seal, at office in Shelby City, this 29 day of March, 2005

My commission expires: 11-9-05

Suzanne Heer  
NOTARY PUBLIC



FOR USE WITH NOTE SECURED BY REAL ESTATE - THIS INSTRUMENT MUST BE RECORDED IF EXTENDING MATURITY DATE

## EXHIBIT "A"

3.60, more or less, acre tract of land being located in the Southeast Quarter of the Southeast Quarter of Section 16, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, more particularly described as:

BEGIN at an iron stake (found) in the present westerly line of Hermantown Road (106' wide), said stake being North 04 degrees 54 minutes 56 seconds West 327.28 feet and South 85 degrees 14 minutes 49 seconds West 53 feet from the southeast corner of the Southeast Quarter of Section 16, Township 1 South, Range 6 West; thence continue South 85 degrees 14 minutes 49 seconds West 636.55 feet along an existing fence to an iron stake (set); thence North 05 degrees 32 minutes 56 seconds West 246.90 feet along an existing fence to an iron stake (found); thence North 85 degrees 10 minutes 07 seconds East 634.87 feet along an existing fence to an iron stake (found) in the westerly line of said Road; thence South 05 degrees 32 minutes 29 seconds East 247.22 feet to the westerly line of said road to the point of beginning, containing 3.60, more or less, acres of land being subject to all codes, regulations and provisions, easements and right-of-ways of record.

Being the same property conveyed to Grantors herein by Warranty Deed of record in Book 200, Page 408, in the Chancery Clerks Office of DeSoto County, Mississippi.

Title to the aforescribed real property is vested in Brian F. Dominski and wife, Carolyn Joy Dominski (a/k/a Carolyn Joy Smith). Carolyn Joy Dominski, wife of Brian F. Dominski, for the consideration aforesaid, joins herein for the purpose of granting, bargaining, selling, conveying and does hereby grant, bargain, sell, convey and confirm unto Grantees, their heirs, successors and assigns, all rights, claims and interest of every kind, character and description whatsoever which she now has or hereafter may acquire by virtue of her marriage, including but not limited to homestead and any interest in the aforescribed real property as all or a part of an elective share of a surviving spouse as provided by the laws of the State of Mississippi, but the said Carolyn Joy Dominski does not join in the covenants and warranties of this indenture and is not in any way obligated for the payment of the indebtedness secured hereby.