

THIS INSTRUMENT MODIFIES AND EXTENDS THE DEED OF TRUST FILED FOR RECORD IN BOOK 1638, PAGE 79, AS AMENDED BY DEED OF TRUST FILED FOR RECORD IN BOOK 1781, PAGE 617, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

**MODIFICATION AND EXTENSION OF DEED OF TRUST**

This Modification and Extension of Deed of Trust ("Modification") is made and entered into effective as of the 9th day of June, 2006, by and between **JERRY CARLOS MCLARTY** and **JULIE MCLARTY**, with an address of 12328 East Goodman Road, Olive Branch, Mississippi 38654 (collectively referred to herein as the "Grantor"), **FAMILY MEDICAL CLINIC OF NORTH MISSISSIPPI, INC.**, a Mississippi corporation, with an address of 3451 Goodman Road, Southaven, Mississippi 38672 (referred to herein as the "Borrower"), and **REGIONS BANK**, an Alabama banking corporation, successor in interest to Union Planters Bank, National Association, with an address of 6200 Poplar Avenue, Memphis, Tennessee 38119 (referred to herein as the "Bank" or as the "Beneficiary").

The Borrower has heretofore obtained certain loans and extensions of credit from the Bank evidenced by a Promissory Note dated May 21, 2003, in the original principal amount of \$250,000.00 and payable to the order of the Bank (the "Note"). The Note is secured by the Deed of Trust dated November 13, 2002, and recorded in **Book 1638, Page 79**, in the Office of the Chancery Clerk of Desoto County, Mississippi, as amended by the Deed of Trust dated May 21, 2003, recorded in **Book 1781, Page 617**, in the Office of the Chancery Clerk of Desoto County, Mississippi (the Deed of Trust, as amended, is referred to herein as the "Deed of Trust"). The Deed of Trust describes and covers certain real property and improvements located in Desoto County, Mississippi, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

The street address for the property is **12328 Goodman Road, Olive Branch, Mississippi 38654**.

The aforescribed real property and improvements are referred to herein as the "Property." The Note, the Deed of Trust, and all other documents and instruments executed in connection with the Note are collectively referred to herein as the "Loan Documents." The Bank is the legal owner and holder of the Note and the Loan Documents. The Borrower and the Bank have agreed to modify, restructure, and extend the Note and the Grantor and the Bank desire to modify and extend the lien of the Deed of Trust as set forth herein.

NOW, THEREFORE, for the mutual agreements herein contained, and other good and valuable considerations, including the Indebtedness as defined in the Deed of Trust, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Bank hereby agree as follows:

1. Modification and Extension of Note. Pursuant to that certain Loan Modification Agreement entered into effective as of June 21, 2006, the Note is being modified, restructured and converted to a term note to be paid in monthly installments over a five year period and the principal indebtedness evidenced by the Note is \$250,000.00. The Lender or Bank designated in the Note is being modified and amended to be Regions Bank, an Alabama banking corporation, the successor in interest to Union Planters Bank, National Association, pursuant to merger on June 29, 2005. The Maturity Date of the Note is being modified, amended, and extended to be June 21, 2011. On the Maturity Date the entire outstanding principal balance of the Note, together with accrued and unpaid interest, expenses, costs and other charges shall be due and payable in full.

2. Modification and Extension of Deed of Trust. The Deed of Trust is hereby modified, amended, and extended to reflect the modification and amendment of the Note to a term note in the principal amount of \$250,000.00, as set forth herein, and the new maturity date of the Note as June 21, 2011. The Beneficiary and Lender designated in the Deed of Trust is modified and amended to be Regions Bank, an Alabama banking corporation. The lien and security interest of the Deed of Trust is hereby modified, amended, and extended so that the lien and security interest of the Deed of Trust shall continue in full force and effect as a first priority lien and security interest on the Property in favor of the Bank for the full principal amount of the Note in the amount of \$250,000.00, plus accrued interest thereon. Any subsequent encumbrancer of the Property is placed on notice that the Bank claims the priority of the lien and security interest of this Deed of Trust as to all amounts referenced herein and, in addition, for any future advances as set forth in the Deed of Trust. The Bank reserves the right to modify, extend, consolidate and renew the Note and the Indebtedness, or any portions thereof, without affecting the priority of the lien created by the Deed of Trust.

3. Authorization to Chancery Clerk to Make Marginal Notation. The Chancery Clerk of Lee County, Mississippi, is hereby authorized and requested, pursuant to § 89-5-19 of the Mississippi Code, as amended, to modify, amend, renew and extend the Deed of Trust recorded in Book 1638, Page 79, and as

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see inside

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amended in Book 1781, Page 617, of the records on file in said Chancery Clerk's office by filing and recording this instrument of record and noting and entering the Book and Page of this Modification and Extension of Deed of Trust on the margin of the record of the said Deed of Trust of record in Book 1638, at Page 79, and as amended in Book 1781, Page 617, and attesting the same.

4. Representations, Warranties and Covenants. In consideration of the modification and extension set forth herein, the Grantor and the borrower hereby certify, represent and warrant to the Bank that: (a) all representations and warranties made by the Grantor and the Borrower in this Modification and the Loan Documents are true, correct and complete in all material respects as of the date hereof, and (b) there are no existing offsets, defenses or counterclaims to the respective obligations of the Grantor or the Borrower as set forth in this Modification and the Loan Documents. In consideration of the modification and extension granted herein, the Borrower promises to pay the Indebtedness evidenced by the Note and the interest thereon, as set out therein and above, and the Grantor covenants and agrees to keep and perform all the covenants, terms and conditions contained in the Deed of Trust and the Loan Documents as modified herein. Upon the occurrence of any default or event of default under the Note, the Deed of Trust, or any of the Loan Documents, the Bank may, at its option, immediately exercise any and all rights and remedies available to the Bank in the Note, the Deed of Trust and the Loan Documents, with all such rights and remedies being cumulative and not exclusive. The Note shall continue as evidence of said Indebtedness until the same is paid and the lien and security interest of the Deed of Trust shall in no manner whatsoever be affected by the execution of this instrument, except as the same is reaffirmed, ratified, modified and extended herein.

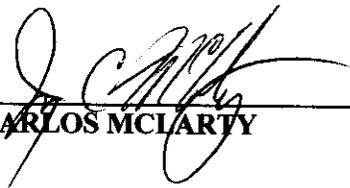
5. Reaffirmation of Obligations. Except for the modification, amendment, and extension as set forth herein, all other conditions, representations, warranties, covenants, terms and provisions contained in the Deed of Trust shall remain in full force and effect and are not modified, altered or amended in any respect. The Grantor hereby ratifies, reaffirms, approves and confirms the continuing validity and effectiveness of the Deed of Trust, with said terms, covenants, conditions and provisions being restated and incorporated herein by reference. This Modification constitutes a modification, extension and continuation of the indebtedness evidenced by the Note and the Loan Documents and does not constitute a novation. Nothing in this Modification shall constitute a satisfaction of the Note or a release of any makers, endorsers, guarantors or any other parties to the Note.

6. Miscellaneous Provisions. No failure on the part of the Bank to exercise and no delay in exercising any right hereunder or under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law. The Grantor agrees to pay to and/or reimburse the Bank any and all costs, expenses and fees incurred in connection with the preparation, execution, delivery, filing and recording of this Modification. This Modification shall be deemed a contract made under the laws of the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi. In the event that any term or provision contained in this Modification shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Modification and such other terms and provisions shall survive and be enforceable in accordance with their terms. This Modification shall be binding upon and shall inure to the benefit of the Grantor, the Borrower, and the Bank and their respective heirs, executors, administrators, legal representatives, successors and permitted transferees and assigns. This Modification may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

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

GRANTOR:

BANK:

  
\_\_\_\_\_  
JERRY CARLOS MCLARTY

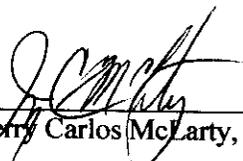
REGIONS BANK  
an Alabama banking corporation

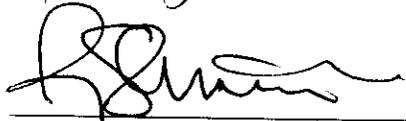
  
\_\_\_\_\_  
JULIE MCLARTY

By:   
\_\_\_\_\_  
Donald K. Hunt, Vice President

**BORROWER:**

**FAMILY MEDICAL CLINIC OF NORTH MISSISSIPPI, INC.**  
a Mississippi corporation

By:   
Jerry Carlos McLarty, President

By:   
Robert L. Skinner, Secretary

STATE OF Mississippi  
COUNTY OF Desoto

9<sup>th</sup> Personally appeared before me, the undersigned authority in and for the said County and State, on this day of June, 2006, within my jurisdiction, the within named **Jerry Carlos McLarty**, who acknowledged that he executed the above and foregoing instrument for the purpose therein mentioned as his free and voluntary act and deed.

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 22, 2008  
BONDED THRU STEGALL NOTARY SERVICE Paula M. Ashcraft  
Notary Public



STATE OF Mississippi  
COUNTY OF Desoto

9<sup>th</sup> Personally appeared before me, the undersigned authority in and for the said County and State, on this day of June, 2006, within my jurisdiction, the within named **Julie McLarty**, who acknowledged that she executed the above and foregoing instrument for the purpose therein mentioned as her free and voluntary act and deed.

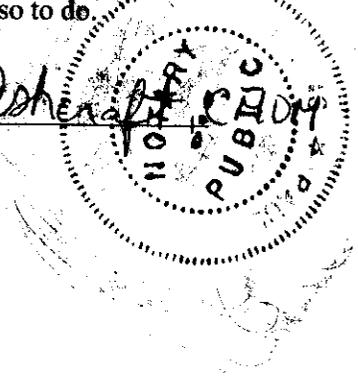
My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 22, 2008  
BONDED THRU STEGALL NOTARY SERVICE Paula M. Ashcraft  
Notary Public



STATE OF Mississippi  
COUNTY OF Desoto

9<sup>th</sup> Personally appeared before me, the undersigned authority in and for the said County and State, on this day of June, 2006, within my jurisdiction, the within named **Jerry Carlos McLarty**, who acknowledged that he is the President of **Family Medical Clinic of North Mississippi, Inc.**, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 22, 2008  
BONDED THRU STEGALL NOTARY SERVICE Paula M. Ashcraft  
Notary Public

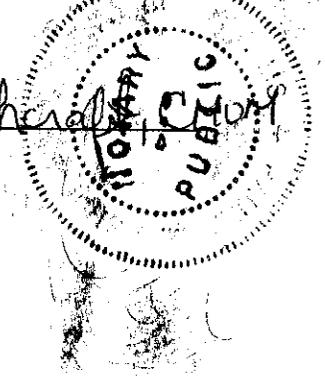


STATE OF Mississippi  
COUNTY OF Desoto

9th Personally appeared before me, the undersigned authority in and for the said County and State, on this day of June, 2006, within my jurisdiction, the within named **Robert L. Skinner**, who acknowledged that he is the Secretary of **Family Medical Clinic of North Mississippi, Inc.**, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 22 2009  
BONDED THRU SIEGALL NOTARY SERVICE

Paula M. Ashcraft  
Notary Public



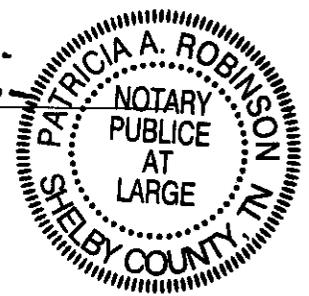
STATE OF TENNESSEE

COUNTY OF SHELBY

19th Personally appeared before me, the undersigned authority in and for the said County and State, on this day of June, 2006, within my jurisdiction, the within named **Donald K. Hunt**, who acknowledged that he is a Vice President of **Regions Bank**, an Alabama banking corporation, and that for and on behalf of the said banking corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

My Commission Expires: 08-29-2007

Patricia A. Robinson  
Notary Public



Instrument prepared by and when recorded return to:

Wyatt, Tarrant & Combs, LLP  
1715 Aaron Brenner Drive, Suite 800  
Memphis, Tennessee 38120  
901-537-1000

Address of Grantor:

Jerry Carlos McLarty  
Julie McLarty  
12328 East Goodman Road  
Olive Branch, Mississippi 38654  
662-890-5555

Address of Bank/Beneficiary:

Regions Bank  
6200 Poplar Avenue  
Memphis, Tennessee 38119  
901-580-4000

Indexing Instruction: Lot 5, Section "A", Pleasant Grove Subdivision  
Section 30, Township 1 South, Range 5 West, Desoto County, Mississippi

Marginal Notation: Deed of Trust filed in Book 1638, Page 79, as amended in Book 1781, Page 617

**EXHIBIT "A"**

**Legal Description**

The following real property and improvements located in Desoto County, Mississippi:

Lot 5, Section "A", Pleasant Grove Subdivision, located in Section 30, Township 1 South, Range 5 West, Desoto County, Mississippi, as recorded in Plat Book 4, Page 13, in the office of the Chancery clerk of Desoto County, Mississippi