

RECORDATION REQUESTED BY:
BANKTENNESSEE
PRIVATE BANKING
5540 POPLAR AVENUE
MEMPHIS, TN 38119

WHEN RECORDED MAIL TO:
BANKTENNESSEE
PRIVATE BANKING
5540 POPLAR AVENUE
MEMPHIS, TN 38119

SEND TAX NOTICES TO:
DOUGLAS R BEATY
8130 COUNTRY VILLAGE DRIVE #101
CORDOVA, TN 38018

OWNER:
DOUGLAS R BEATY
8130 COUNTRY VILLAGE DRIVE #101
CORDOVA, TN 38018

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

**Name: BANKTENNESSEE, LENDER
Company: BANKTENNESSEE
Address: 5540 POPLAR AVENUE
City, State, ZIP: MEMPHIS, TN 38119**

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.00

THIS MODIFICATION OF DEED OF TRUST dated August 3, 2006, is made and executed between DOUGLAS R BEATY, A MARRIED PERSON ("Grantor") and BANKTENNESSEE, whose address is PRIVATE BANKING, 5540 POPLAR AVENUE, MEMPHIS, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 1, 2005 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

D/T RECORDED 8-3-05 UNDER BOOK 2274 PAGE 728 IN THE DESOTO COUNTY REGISTERS OFFICE.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

LOT 10, SLOCUM TRAILS SUBDIVISION, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 7 WEST, IN DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY, AKA 5784 SLOCUM TRAILS, HERNANDO, MS

The Real Property or its address is commonly known as 5784 SLOCUM TRAILS, HERNANDO, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

EXTEND MATURITY DATE FROM 8-1-06 TO 2-1-07.

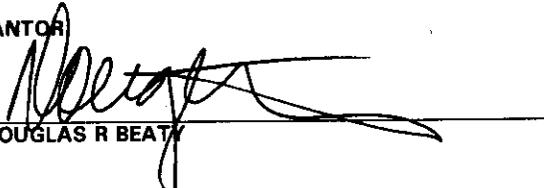
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 3, 2006.

GRANTOR

X

DOUGLAS R BEATY



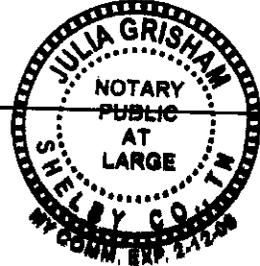
MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

BANK TENNESSEE

X [Signature]
Philip Fons, Executive Vice President

INDIVIDUAL ACKNOWLEDGMENT



STATE OF Tennessee

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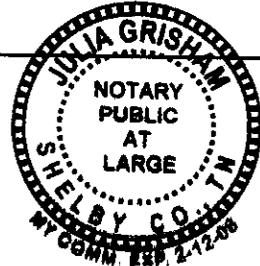
COUNTY OF Shelby

Personally appeared before me, Julia Grisham, a Notary Public in and for said State and County, DOUGLAS R BEATY, the within-named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 3rd day of August, 2006

My Commission Expires: 2-12-2008 Julia Grisham
Notary Public

LENDER ACKNOWLEDGMENT



STATE OF Tennessee

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) SS
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COUNTY OF Shelby

Before me, Julia Grisham, a Notary Public in and for the State and County aforesaid, personally appeared Philip Fons with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the EVP the within-named bargainer, a corporation, and that he or she as such EVP, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such EVP

WITNESS my hand and seal at office, on the 3rd day of August, 2006

My Commission Expires: 2-12-2008 Julia Grisham
Notary Public