

RECORDATION REQUESTED BY:
First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

me 6/19/07 8:30:29
BK 2,738 PG 142
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:
First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
First Tennessee Bank National Association
615 Goodman Road East
Southaven, MS 38671
(662) 349-2957

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 21, 2007, is made and executed between between Robert E. Leigh, III, Properties, L.P., whose address is 35 FOXWOOD CIRCLE E., HERNANDO, MS 38632 ("Grantor") and First Tennessee Bank National Association, whose address is Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 11, 2003 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Deed of Trust dated April 11, 2003, and recorded in the Office of the DeSoto County Chancery Clerk on May 6, 2003, in book 1714 Page 24, and Partial Release to said Deed of Trust, releasing only Tract Two from the Original, said Partial Release dated June 27, 2005 and recorded in the office of the DeSoto County Chancery Clerk on July 13, 2005, in Book 2257 Page 224.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2 tracts of rental property, Hernando & Southaven, MS.

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

The interest rate is hereby changed from variable rate of FTB Prime plus 1% to a variable rate equal to FTB Prime. Rate Change will become effective as of the date of this modification. The Maturity Date of the original documents is hereby extended to May 17, 2008.

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 MAY 21, 2007.

GRANTOR:

ROBERT E. LEIGH, III, PROPERTIES, L.P.

By: Robert E. Leigh, III
Robert E. Leigh, III, General Partner of Robert E. Leigh, III, Properties, L.P.

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x Cathy Brecker
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 30010047

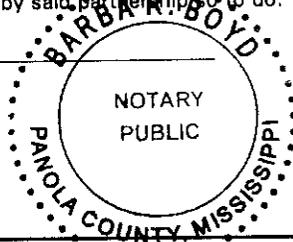
PARTNERSHIP ACKNOWLEDGMENT

STATE OF ms)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of May, 20 07, within my jurisdiction, the within named Robert E. Leigh, III, General Partner of Robert E. Leigh, III, Properties, L.P., a Mississippi partnership, and acknowledged that for and on behalf of the said partnership, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said partnership so to do.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:
8-18-2010



LENDER ACKNOWLEDGMENT

STATE OF ms)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of May, 20 07, within my jurisdiction, the within named Cathy Brooks a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:
8-18-2010

