

7/18/07 2:57:19
BK 2,756 PG 750
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument Prepared
By and Return To:

Loan No. 25572

Kent Wunderlich
Financial Federal Savings Bank
6305 Humphreys Blvd., Suite 100
Memphis, TN 38120

pd

LOAN EXTENSION AGREEMENT

This Agreement, made and entered into as of the 27th day of June, 2007, by and between FINANCIAL FEDERAL SAVINGS BANK, a federal savings bank whose address is 6305 Humphreys Blvd, Suite 100, Memphis, Tennessee, 38120, hereinafter referred to as "Financial Federal," or "Lender," and OAKMONT HOMES, INC., Memphis, Tennessee, hereinafter referred to as "Borrower;"

W I T N E S S E T H :

WHEREAS, by Deed of Trust (the "Trust Deed") bearing date of July 5, 2006, and recorded in the Register's Office of Desoto County, Mississippi, as Book No. 2517 Page 144, Borrower conveyed to John W. Montesi, Jr., as Trustee, certain real property located in Desoto County, Mississippi (reference being hereby made to the Trust Deed for a more particular description of said real estate) for the purpose of securing the payment of an indebtedness to Financial Federal in the principal amount of One Hundred Seventy Four Thousand and No/100 Dollars (\$174,000.00), said indebtedness being evidenced by a Promissory Note dated July 5, 2006 (the "Note"), executed by Borrower in favor of Financial Federal, all as described in said Trust Deed; and

WHEREAS, the Borrower has requested Financial Federal to extend the time of payment of said Promissory Note for an additional six (6) month period, and Financial Federal has agreed to said extension for the consideration hereinafter set forth; and

WHEREAS, it is hereby acknowledged that there is due and unpaid upon said indebtedness the principal sum of \$87,000.00;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties do hereby agree as follows:

1. The principal sum remaining unpaid, together with all accrued interest, shall be due and payable on demand, and if no demand, six (6) months from July 5, 2007 which is January 5, 2008.
2. Borrower shall pay the costs to record this Agreement.

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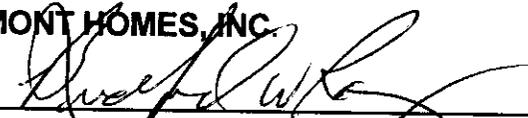
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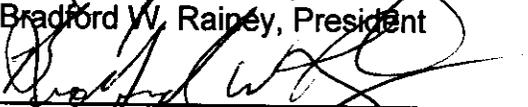
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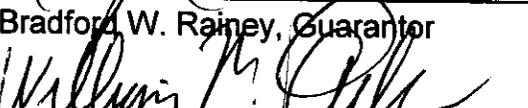
3. The Lender agrees to make a notation on the Note of the modification set forth in this Agreement.
4. The lien of the Trust Deed is hereby so extended that the lien of the Trust Deed will not be barred by any applicable statute of limitations for a period of ten (10) years from the date of maturity of the Note, as herein extended, unless the principal and accrued interest of the Note is paid in full.
5. The Borrower promises to pay the Note as set forth hereinabove; to pay any and all present and future indebtedness secured by the Trust Deed; to keep and perform all the covenants, terms and conditions contained in the Trust Deed and the Note (as modified herein) and/or in all instruments now or hereafter evidencing or securing the indebtedness evidenced hereby or secured by the Trust Deed, in default of any of which the holder of the Note, at its option, may declare the indebtedness evidenced thereby accelerated and matured for all purposes, and may proceed to foreclose the Trust Deed or to exercise, at its option, any right or privilege granted in the Trust Deed or in the Note, or by law.
6. The terms, covenants, conditions and lien of the Trust Deed and of the Note and of all instruments evidencing or securing the indebtedness, will remain in full force and effect, and will in no manner be affected except as expressly modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

OAKMONT HOMES, INC.

BY: 
Bradford W. Rainey, President

BY: 
Bradford W. Rainey, Guarantor

BY: 
William M. Andrews, Guarantor

FINANCIAL FEDERAL SAVINGS BANK

BY: 
Kent Wunderlich, President

STATE OF TENNESSEE

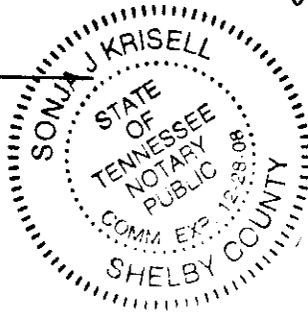
COUNTY OF SHELBY

On this 6th day of July, 2007, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Bradford W. Rainey, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of Oakmont Homes, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and Notarial Seal at office the day and date above written.

Sonja J. Krissell
Notary Public

My Commission Expires:
12-28-2008



STATE OF TENNESSEE

COUNTY OF SHELBY

On this 6th day of July, 2007, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Bradford W. Rainey, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and date above written.

Sonja J. Krissell
Notary Public

My Commission Expires:
12-28-2008



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STATE OF TENNESSEE

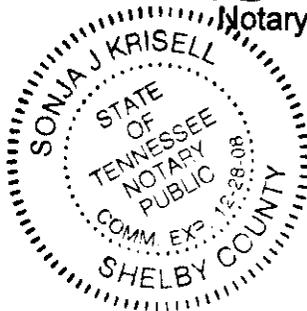
COUNTY OF SHELBY

On this 16th day of July, 2007, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Williams M. Andrews, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office ~~the~~ day and date above written.

Sonja J. Krissell
Notary Public

My Commission Expires:
12-28-2008



STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kent Wunderlich, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Financial Federal Savings Bank, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official Seal at office this 16th day of July, 2007.

Gloria Dale Morgan
Notary Public

My Commission Expires:
8-3-08

