

8/21/07 10:08:07
BK 2,776 PG 223
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

GRANTOR:
La Belle Maison Place, A Joint Venture

Loan# 7000009

LENDER:
First Bank of the Delta, N. A.

EXTENSION AND MODIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into by and between **FIRST BANK OF THE DELTA, N. A.**, an Arkansas Corporation (hereinafter referred to as "**Lender**") and **La Belle Maison Place, a Joint Venture**, hereinafter referred to as "**Grantor**", whether one or more.

BACKGROUND OF LOAN. On the 4th day of October, 2005, **Grantor** executed a promissory note (hereinafter referred to as "**note**") in favor of **Lender**, evidence and indebtedness owed to Lender in the original sum of \$1,426,000.00 the repayment of which is secured by a Deed of Trust/Mortgage from **Grantor** in favor of **Lender**, dated the 4th day of October, 2005 and filed for record the 6th day of October, 2005 in the office of the Recorder of Desoto County, Mississippi, in Mortgagee Record Book 2323 at Page 257 and covering the following described real property situated in Desoto County, Mississippi, to wit:

Lots 1 through 29, 31 and 32 La Belle Maison Place Subdivision in Section 34, Township 1 South, Range 6 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 94, Page 24, in the office of the Chancery Clerk of Desoto County, Mississippi.

First Bank Delta

4

EXTENSION AND MODIFICATION. The parties hereby mutually agree as follows: The note is hereby extended to the 4th day of October, 2007, and is hereby modified to provide that the unpaid principal balance of the note of which is now \$874,000 shall bear interest from the 4th day of July, 2007, and shall be due and payable as follows:

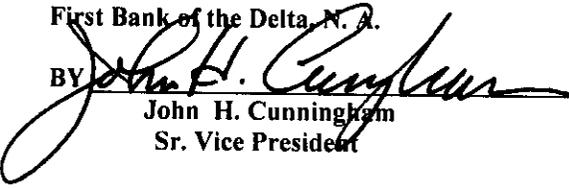
Accrued interest payments will be due monthly beginning July 4, 2007. All unpaid principle and accrued interest is due and payable on the maturity date of October 4, 2007.

CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. The Deed of Trust/Mortgage is hereby extended and modified so that it continues as security for the note in accordance with their respective terms and provisions, as herein extended and modified. All other terms and conditions contained in the said Deed of Trust/Mortgage and note, not specifically referred to and modified herein, continue in full force and effect.

NO OBLIGATION FOR FURTHER EXTENSIONS. Grantor acknowledges that Lender is under no obligation to grant any additional or future extensions, renewals, or forbearance upon maturity of this indebtedness.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of August, 2007

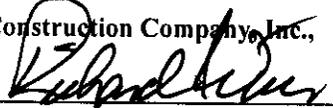
(LENDER)
First Bank of the Delta, N. A.

BY: 
John H. Cunningham
Sr. Vice President

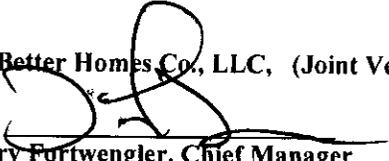
(GRANTOR)

La Belle Maison Place, a Joint Venture

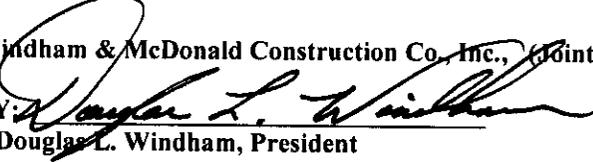
Wills Construction Company, Inc., (Joint Venturer)

BY: 
Richard Wills, President

The Better Homes Co., LLC, (Joint Venturer)

BY: 
Terry Fortwengler, Chief Manager

Windham & McDonald Construction Co., Inc., (Joint Venturer)

BY: 
Douglas L. Windham, President

ACKNOWLEDGEMENT

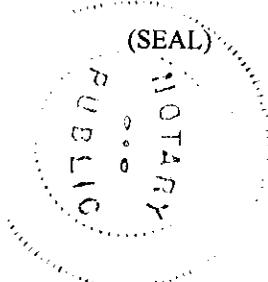
STATE OF MISSISSIPPI
COUNTY OF DESOTO

BE IT REMEMBERED that on this day appeared in person before the undersigned, a notary public within and for the county and state aforesaid, duly commissioned, qualified and acting John H. Cunningham to me well known to be the Senior Vice President of First Bank of the Delta, N. A., an Arkansas corporation, and stated that he/she as such officer, being authorized to do so by a resolution of the Board of Directors of said corporation, had executed the foregoing instrument for the uses, purposes, considerations and in the capacities therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such notary public this 17th day of August, 2007.

[Handwritten Signature]
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE



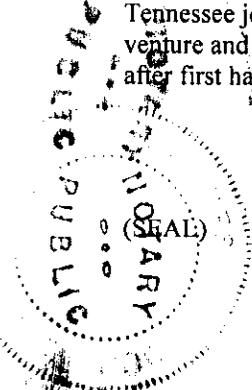
ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named RICHARD WILLS who acknowledged to me that he is President of WILLS CONSTRUCTION COMPANY, INC., a Tennessee Corporation and Joint Venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee joint venture and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

[Handwritten Signature]
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

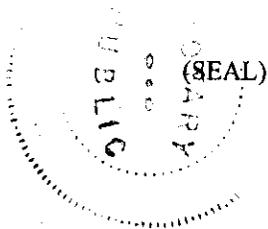


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named TERRY FORTWENGLER who acknowledged to me that he is Chief Manager of THE BETTER HOMES CO, LLC., a Tennessee Limited Liability Company and Joint Venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee Joint Venture and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

[Handwritten Signature]
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

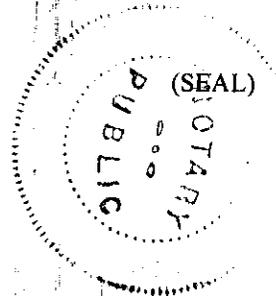


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named DOUGLAS L. WINDHAM who acknowledged to me that he is President of WINDHAM & MCDONALD CONSTRUCTION CO., INC., a Tennessee corporation and joint venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee joint venturer and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

[Handwritten Signature]
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE



This instrument was prepared by
First Bank of the Delta, N. A.
P. O. Box 2507
Helena-West Helena, AR 72390