

4/02/08 10:53:03
BK 2,878 PG 535
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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

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 January 25, 2008, is made and executed between White Development Corporation, whose address is 8200 Rosemont Dr., Olive Branch, MS 38654 ("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 January 31, 2006 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

First Mortgage Deed of Trust on property known as Lot 7 Emerald Estates as recorded 02/09/2006 in Book 2408, Page 615 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Lot 7, Emerald Estates Subdivision, located in Section 17, Township 3 South, Range 9 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 95, Page 20, in the office of the Chancery Clerk of DeSoto County, Mississippi. Parcel ID # 3094-1700-0007

The Real Property or its address is commonly known as Lot 7 Emerald Estates, Hernando, MS 38632.

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

The maturity date is hereby extended to 06/30/2008. The interest rate to be applied to the unpaid principal balance of this Note will be at a variable rate equal to First Tennessee Base Rate and effective as of 01/25/2008. Accrued interest is hereby changed from payable quarterly to payable monthly beginning 02/29/2008 and continuing on the last day of each month until maturity. All other terms and conditions of the original documents will remain the same.

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 JANUARY 25, 2008.

GRANTOR:

WHITE DEVELOPMENT CORPORATION

By: Tommy L. White, Jr.
Tommy L. White, Jr., President of White Development Corporation

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x Chris Canoy
Authorized Officer

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Loan No: 30033221

MODIFICATION OF DEED OF TRUST
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI

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COUNTY OF DESOTO

) SS

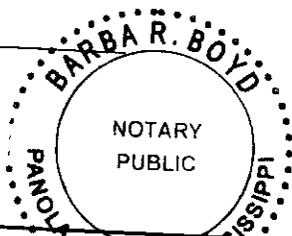
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Personally appeared before me, the undersigned authority in and for the said County and State, on this JANUARY, 20 08, within my jurisdiction, the within named Tommy L. White, Jr, President of White Development Corporation, a Mississippi corporation, 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: AUGUST 18, 2010



LENDER ACKNOWLEDGMENT

STATE OF MISSISSIPPI

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COUNTY OF DESOTO

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Personally appeared before me, the undersigned authority in and for the said County and State, on this JANUARY, 20 08, within my jurisdiction, the within named CHRIS CANOY, who acknowledged that (he)(she) is SR VICE PRESIDENT of First Tennessee Bank National Association and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Barba R. Boyd

NOTARY PUBLIC

My Commission Expires: AUGUST 18, 2010

