

GRANTOR:
Dale Bradshaw, d/b/a Dale Bradshaw Custom Homes

Loan# 70000055

LENDER:
Southern Bancorp Bank, N.A. formerly known as 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 **SOUTHERN BANCORP BANK, N.A. formerly known as FIRST BANK OF THE DELTA, N. A.**, an Arkansas Corporation (hereinafter referred to as "Lender") and **Dale Bradshaw, d/b/a Dale Bradshaw Homes** hereinafter referred to as "Grantor", whether one or more.

BACKGROUND OF LOAN. On the 2nd day of February, 2006, Grantor executed a promissory note (hereinafter referred to as "note") in favor of Lender, evidence an indebtedness owed to Lender in the original sum of \$272,000 the repayment of which is secured by a Deed of Trust/Mortgage from Grantor in favor of Lender, dated the 2nd day of February, 2006 and filed for record the 10th day of February, 2006 in the office of the Chancery Clerk of Desoto County, Mississippi, in Mortgagee Record Book 2,409 at Page 342, and rerecorded on the 14th day of June, 2007 in Mortgagee Record Book 2,735 at Page 712 and covering the following described real property situated in Desoto County, Mississippi, to wit:

Lot 60, Creekside Estates Subdivision, in section 21, Township 2 South, Range 6 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 96, Page 26, in the office of the Chancery Clerk of Desoto County, Mississippi.

(emw)
Southern Bancorp
5099 Getwell
Bldg 6-3
Sharon 38672

MODIFICATION. The parties hereby mutually agree as follows: The **note** is hereby modified to provide that the unpaid principal balance of the **note** of which is now \$272,000 is hereby extended to the 2nd day of September, 2009, and shall be due and payable as follows:

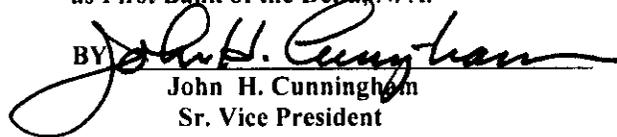
Accrued interest will be due March 2, 2009. All unpaid principal and accrued interest is due and payable on the maturity date of September 2, 2009.

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 6th day of Oct, 2008.

(LENDER)
Southern Bancorp Bank, N.A. formerly known as First Bank of the Delta, N. A.

BY: 
John H. Cunningham
Sr. Vice President

(GRANTOR)

Dale Bradshaw, d/b/a Dale Bradshaw Custom Homes

BY: 
Dale Bradshaw, d/b/a Dale Bradshaw Custom Homes

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 Southern Bancorp Bank, N.A. formerly known as 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 14th day of October, 2008



[Handwritten Signature]
Notary Public

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 14th day of October, 2008, the within named DALE BRADSHAW, d/b/a DALE BRADSHAW CUSTOM HOMES who acknowledged that he signed, executed and delivered the above and foregoing instrument for the purposes mention on the day and year therein mentioned.



[Handwritten Signature]
Notary Public

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