

THIS INSTRUMENT MODIFIES AND EXTENDS THE DEED OF TRUST FILED FOR RECORD IN BOOK 1474, PAGE 117, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

MODIFICATION AND EXTENSION OF DEED OF TRUST

[DeSoto County, Mississippi]

This Modification and Extension of Deed of Trust ("Modification") is made and entered into effective as of the 7th day of November, 2008, by and between **DESIANNA PROPERTIES**, a Tennessee General Partnership, with an address of 1900 Whitten Road, Memphis, Tennessee 38133 (referred to herein as the "Grantor"), and **REGIONS BANK**, an Alabama banking corporation, successor in interest to Union Planters Bank, National Association, with an address of 6200 Poplar Avenue, Memphis, Tennessee 38119 (referred to herein as the "Bank" or as the "Beneficiary").

The Grantor has heretofore obtained a loan or extension of credit from the Bank evidenced by a Promissory Note dated March 13, 2002, in the original principal amount of \$1,917,355.55 and payable to the order of the Bank (the "Note"). The Note is secured by the Mississippi Deed of Trust With Security Agreement and Assignment of Rents and Leases (and Fixture Filing) dated March 13, 2002, and recorded in **Book 1474, at Page 117**, in the Office of the Chancery Clerk of **DeSoto County, Mississippi** (the "Deed of Trust"). The Deed of Trust describes and covers certain real property and improvements located in DeSoto County, Mississippi, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference and made a part hereof.

The street address is **7485 Goodman Road, Olive Branch, Mississippi**.

The aforescribed real property and improvements are referred to herein as the "Property." The Note, the Deed of Trust, and all other documents and instruments executed in connection with the Note are collectively referred to herein as the "Loan Documents." The Bank is the legal owner and holder of the Note and the Loan Documents. The Grantor and the Bank have agreed to modify and extend the Note and desire to modify and extend the lien of the Deed of Trust as set forth herein.

NOW, THEREFORE, for the mutual agreements herein contained, and other good and valuable considerations, including the indebtedness evidenced by the Note and the Obligations as defined in the Deed of Trust, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Bank hereby agree as follows:

1. Modification and Extension of Note Maturity Date. The Maturity Date of the Note is hereby modified and extended to be **March 1, 2012**. On the Maturity Date the entire outstanding principal balance of the Note, together with accrued and unpaid interest, expenses, costs and other charges shall be due and payable in full.

2. Modification and Extension of Deed of Trust. The Deed of Trust is hereby modified, renewed and extended to reflect the modification and extension of the Note as set forth herein and the new maturity date of the Note as March 1, 2012. The lien and security interest of the Deed of Trust is hereby renewed and extended so that the lien and security interest of the Deed of Trust shall continue in full force and effect as a first priority lien and security interest on the Property in favor of the Bank. Any subsequent encumbrancer of the Property is placed on notice that the Bank claims the priority of the lien and security

interest of this Deed of Trust as to all amounts referenced herein and, in addition, for any future advances as set forth in the Deed of Trust. The Bank reserves the right to modify, extend, consolidate, and renew the Note and the indebtedness and Obligations, or any portions thereof, without affecting the priority of the lien created by the Deed of Trust.

3. Authorization to Chancery Clerk to Make Marginal Notation. The Chancery Clerk of DeSoto County, Mississippi, is hereby authorized and requested, pursuant to § 89-5-19 of the Mississippi Code, as amended, to renew and extend the Deed of Trust recorded in Book 1474, at Page 117, of the records on file in said Chancery Clerk's office by filing this instrument of record and noting and entering the Book and Page of this Modification and Extension of Deed of Trust on the margin of the record of the said Deed of Trust filed of record in Book 1474, at Page 117, and attesting the same.

4. Grantor's Representations, Warranties and Covenants. In order to induce the Bank to enter into this Modification, the Grantor does hereby certify, represent and warrant to the Bank that: (a) all representations and warranties made by the Grantor in this Modification and the Loan Documents are true, correct and complete in all material respects as of the date hereof, and (b) there are no existing offsets, defenses or counterclaims to the respective obligations of the Grantor as set forth in this Modification and the Loan Documents. In consideration of the modification and extension granted herein, the Grantor promises to pay the indebtedness and the Obligations evidenced by the Note and the Deed of Trust and the interest thereon, as set out therein and above, and to keep and perform all the covenants, terms and conditions contained in the Note, the Deed of Trust, and the Loan Documents as modified herein. Upon the occurrence of any default or event of default under the Note, the Deed of Trust, or any of the Loan Documents, the Bank may, at its option, immediately exercise any and all rights and remedies available to the Bank in the Note, the Deed of Trust and the Loan Documents, with all such rights and remedies being cumulative and not exclusive. The Note shall continue as evidence of said indebtedness and Obligations until the same is paid and the lien and security interest of the Deed of Trust shall in no manner whatsoever be affected by the execution of this instrument, except as the same is reaffirmed, ratified, modified and extended herein.

5. Reaffirmation of Obligations. Except for the modification and extension as set forth herein, all other conditions, representations, warranties, covenants, terms and provisions contained in the Note, the Deed of Trust, and the Loan Documents shall remain in full force and effect and are not modified, altered or amended in any respect. The Grantor hereby ratifies, reaffirms, approves and confirms the continuing validity and effectiveness of the Note, the Deed of Trust, and all of the Loan Documents, with said terms, covenants, conditions and provisions being restated and incorporated herein by reference. This Modification constitutes a modification, extension and continuation of the indebtedness and the Obligations evidenced by the Note and the Loan Documents and does not constitute a novation. Nothing in this Modification shall constitute a satisfaction of the Note or a release of any makers, endorsers, guarantors or any other parties to the Note.

6. Miscellaneous Provisions. No failure on the part of the Bank to exercise and no delay in exercising any right hereunder or under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law. The Grantor agrees to pay to and/or reimburse the Bank any and all costs, expenses and fees incurred in connection with the preparation, execution, delivery, filing and recording of this Modification. This Modification shall be deemed a contract made under the laws of the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi. In the event that any term or provision contained in this Modification shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Modification and such other terms and provisions shall survive and be enforceable in accordance with their terms. This Modification shall be binding upon and shall inure to the benefit of the Grantor and the Bank and their respective heirs, executors, administrators, legal representatives, successors

and permitted transferees and assigns. This Modification may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the day and year first above written.

BORROWER:

BANK:

DESIANNA PROPERTIES
a Tennessee General Partnership

REGIONS BANK
an Alabama banking corporation, successor in interest to Union Planters Bank, N. A.

By: Joseph W. Mirabile
Joseph W. Mirabile
Managing General Partner

By: Ted Miller
Ted Miller
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of November, 2008, within my jurisdiction, the within named **Joseph W. Mirabile**, who acknowledged that he is the Managing General Partner of **Desianna Properties**, a Tennessee General Partnership, and that for and on behalf of the said general partnership, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

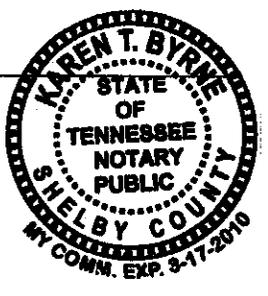
My Commission Expires: 6/15/12 Shirvan Vaccaro
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3rd day of ~~November~~ ^{December}, 2008, within my jurisdiction, the within named **Ted Miller**, who acknowledged that he is a Vice President of **Regions Bank**, an Alabama banking corporation, the successor in interest to Union Planters Bank, National Association, and that for and on behalf of the said banking corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

My Commission Expires: _____ Karen T. Byrne
Notary Public



Instrument prepared by and when recorded return to:

Wyatt, Tarrant & Combs, LLP
1715 Aaron Brenner Drive, Suite 800
Memphis, Tennessee 38120
Telephone No.: 901-537-1000

Address of Grantor:

Desianna Properties
1900 Whitten Road
Memphis, Tennessee 38133
Telephone No.: 901-324-0450

Address of Lender/Beneficiary:

Regions Bank
6200 Poplar Avenue
Memphis, Tennessee 38119
Telephone No.: 901-580-4000

Indexing Instruction: Lot 6, Phase I, Village Shops of Crumpler Place, Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi

Marginal Notation: Deed of Trust filed in Book 1474, at Page 117

EXHIBIT "A" TO MODIFICATION AND EXTENSION OF DEED OF TRUST

The following real property and improvements located in DeSoto County, Mississippi:

PROPERTY IN OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI:

Lot 6, Phase I, Village Shops of Crumpler Place, Section 32, Township 1 S, Range 6 W, DeSoto County, Mississippi as recorded in Plat Book 47, Page 32, in the Chancery Clerk's Office of DeSoto County, Mississippi and described as follows:

BEGINNING at a point in the south line of State Highway 302 said point being the northeast corner of Lot 3 of said subdivision; thence along said south line S 89 deg. 26 min. 31 sec. E a distance of 165.00' to a point; thence S 00 deg. 40 min. 15 sec. W a distance of 200.00' to a found I.P.; thence N 89 deg. 26 min. 31 sec. W a distance of 165.00' to a found I.P.; thence N 00 deg. 40 min. 15 sec. E a distance of 200.00' to the point of beginning contained 0.758 acres, more or less.

Property Address: 7485 Goodman Road, Olive Branch, Mississippi