

After Recordation Return to:
Heritage Bank
P. O. Box 3020
Jonesboro, AR 72403

MODIFICATION AND EXTENSION OF DEED OF TRUST

BORROWER Hybrid Media, Inc.	GRANTOR David Flagg and Sumi Flagg, husband and wife
ADDRESS 595 Moaniala Street Honolulu, HI 96821	ADDRESS 124 Kaulana Way Honolulu, HI 96821
TELEPHONE NO. _____ IDENTIFICATION NO. _____	TELEPHONE NO. _____ IDENTIFICATION NO. _____
ADDRESS OF REAL PROPERTY: 9865 Anderson Road Olive Branch, MS 38654	

THIS MODIFICATION AND EXTENSION OF DEED OF TRUST, dated the 26th day of May, 2009, is executed by and between the parties identified above and Heritage Bank, 2009 Browns Lane, Jonesboro, AR 72401

A. On June 13, 2003, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of One Hundred Fifty Nine Thousand Seven Hundred Seven and 87/100 Dollars (\$ 159,707.87), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on August 04, 2003 at Book 1786 Page 0234 in the records of the Chancery Court Clerk of De Soto County, Mississippi. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to May 26, 2014, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly.

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:
Real estate at 9865 Anderson Road, Olive Branch, DeSoto County, Mississippi.
This Modification and Extension of Deed of Trust is given in renewal of existing Land Deed of Trust dated June 13, 2003 and recorded August 4, 2003 in Book 1786 at Page 234 of the records of DeSoto County.

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of De Soto, State of Mississippi:

Lots 2 and 3, Virginia's Pointe Subdivision situated in Section 10, Township 2 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 28, Page 38, Chancery Clerk's Office, DeSoto County, Mississippi.

SCHEDULE B

GRANTOR: David Flagg

David Flagg

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR: Sumi Flagg

Sumi Flagg

GRANTOR:

GRANTOR:

GRANTOR:

LENDER: Heritage Bank

By: Jeff J. Brecklein

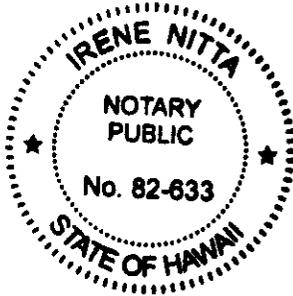
Jeff J. Brecklein
Executive Vice President

THIS DOCUMENT WAS PREPARED BY: Heritage Bank, Jonesboro, Arkansas

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI ~~Mississippi~~ **Hawaii**)
COUNTY OF ~~Mississippi~~ **Honolulu**)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of May, 2009, within my jurisdiction, the within named David Flagg and Sumi Flagg, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.



Irene Nitta

Notary Public

My Commission Expires: 9-1-2010

IRENE NITTA
NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT
State of Hawaii
Commission Expires 9/1/2010

NOTARY CERTIFICATE ON NEXT PAGE

STATE OF MISSISSIPPI)
COUNTY OF)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI ~~Mississippi~~ **Arkansas**)
COUNTY OF ~~Mississippi~~ **Craighead**)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of June, 2009, _____, within my jurisdiction, the within named Jeff J. Brecklein, who acknowledged that (he)(she)(they) (is)(are) Executive Vice President of Heritage Bank, and that for and on behalf of the said Heritage Bank, (he)(she)(they) executed the above and foregoing instrument, after first having been duly authorized so to do.



Eva Nell Beeler

Notary Public

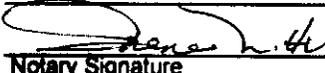
My Commission Expires: April 10, 2010

STATE OF MISSISSIPPI)
COUNTY OF)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that (he)(she)(they) (is)(are) _____ of _____, (he)(she)(they) executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires: _____

Document Date	<u>5/26/2009</u>	# Pages:	<u>3</u>
Notary Name	IRENE NITTA	First Circuit	
Doc Description	<u>Assignment of Rents and Leases</u>		
	<u>5/29/2009</u>		
Notary Signature	Date		

