

1/21/10 11:18:55
BK T BK 3, 127 PG 11
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

First Tennessee Bank National Association, P.O. Box 1986, Memphis, TN 38101

SEND TAX NOTICES TO:

Lucky 7 Investments, LLC; PO Box 305; Byhalia, MS 38611

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Commercial Credit Fulfillment
First Tennessee Bank National Association
615 Goodman Road East
Southaven, MS 38671
(662) 349-2959

INDEXING INSTRUCTIONS: NW 1/4 of S17, T3S, R7W, DeSoto County.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 28, 2009, is made and executed between Lucky 7 Investments, LLC, whose address is PO Box 305, Byhalia, MS 38611 ("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 March 9, 2006 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of March 09, 2006, in the original principal amount of EIGHT HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$890,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated March 09, 2006 and filed of record in Book 2,431, Page 225, Register's Office for DeSoto County, Mississippi.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 2 McIngvale Road Plaza, Hernando, MS.

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

WHEREAS, Borrower has this day executed to Lender a modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to May 30, 2010 (the "Modified Note"); and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Modified Note and all extensions, renewals, amendments, and modifications thereof.

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 endorers 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 DECEMBER 28, 2009.

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 30034221

Page 2

GRANTOR:

LUCKY 7 INVESTMENTS, LLC

By: Stephen Ray Holley
Stephen Ray Holley, Member of Lucky 7 Investments, LLC

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Marshall)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of December, 2009, within my jurisdiction, the within named Stephen Ray Holley, Member of Lucky 7 Investments, LLC, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, 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 limited liability company so to do.

[Signature]
NOTARY PUBLIC
MISSISSIPPI
EXPIRES 2-25-2011
DE SOTO, COUNTY

LENDER ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29 day of December, 2009, within my jurisdiction, the within named Greg Blough, who acknowledged that (he)(she) is Community Bank Pres. 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.

Barbara R. Boyd
NOTARY PUBLIC
My Commission Expires:
8-18-2010

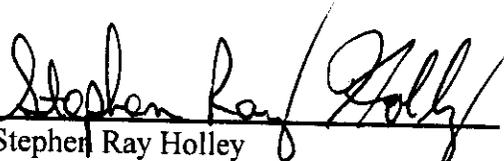
BARBARA R. BOYD
NOTARY PUBLIC
PANOLA COUNTY MISSISSIPPI

Exhibit "A"

Lot 2, McIngvale Road Plaza, situated in Section 17, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 100, Page 36, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Indexing Instructions: Lot 2, McIngvale Road Plaza, S-17, T-3-S, R-7-W, City of Hernando, DeSoto County, Mississippi.

Signed for Identification:


Stephen Ray Holley