

Borrower shall, on or before the date hereof, pay to Bank all accrued but unpaid interest through the date hereof and unpaid late charges and expenses. If any final installment is a balloon payment, the Bank has no obligation to extend, modify or change the final installment.

As may be required, the Bank may prepare and attach a Rider describing other and further modifications not covered by the above subparagraphs. Any Rider must be initialed for identification purposes by all parties hereto.

2. Law Governing. The Loan Documents and this Modification Agreement shall be construed according to and governed by the laws of the State of Tennessee, except to the extent that federal law may control as to the maximum rate of interest which may be lawfully charged.

3. Modification of Security Instrument. The Security Instrument is hereby modified to reflect the changes in the Note as stated above and to extend the lien of the Security Instrument so that the lien thereof will not be barred by the statute of limitations until the expiration thereof after the date of maturity of the Note.

4. Reaffirmation of Obligations. All other provisions of the Loan Documents which are inconsistent with the provisions of this Modification Agreement are hereby modified and amended to conform herewith, and so modified and amended, the Loan Documents are hereby ratified, approved and confirmed in all respects.

5. Borrower's Representations and Warranties. In order to induce Bank to enter into this Modification Agreement, the Borrower does hereby certify, represent and warrant to Bank that all representations and warranties made by the Borrower in the Loan Documents and in all other documents securing the Note are true, correct and complete in all material respects as of the date of this Modification Agreement.

6. Borrower's Covenants. In consideration of the modification herein granted, the Borrower promises to pay said indebtedness and the interest thereon and to keep and perform all the covenants, terms, and conditions contained in the Loan Documents, in default of any of which Bank may, at its option, immediately or, if the Loan Documents provide for a period of cure, following the expiration of any applicable cure period which no cure of such default having been effected, thereupon declare said indebtedness accelerated and matured for all purposes and may proceed to foreclose the Security Instrument. It is agreed that the lien of the Security Instrument shall be in no manner whatsoever affected by the execution of this instrument, except as the same is modified herein.

7. No Release of Parties. The Bank retains, as liable on the debt evidenced by the Note, all parties to the Loan Documents and all parties, including the Borrower, co-makers, accommodation makers, endorsers, pledgors and guarantors, shall not be released from the Loan Documents by reason of this Modification Agreement.

8. Releases. A release of the Security Instrument shall also be and constitute a release of this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed as of the day and year first above written.

TRUST ONE BANK

CHAMBLISS BUILDERS, INC.

By: Ronald L. Hansen
Printed Name: Shirley Stevens Ronald L. Hansen
Title: Vice President Executive Vice President

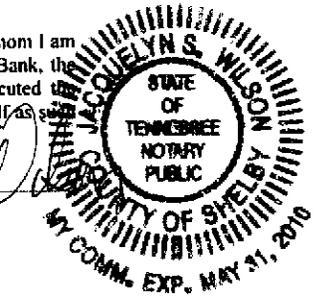
By: Donald R. Chambliss, Jr.
Printed Name: Donald R. Chambliss, Jr.
Title: Secretary / Treasurer

State of Tennessee
County of Shelby

Before me, a Notary Public of the state and county aforesaid, personally appeared Ronald L. Hansen Shirley Stevens, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice President of Trust One Bank, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as officer.

Witness my hand and seal at office the 26 day of April, 2010.

Jacquelyn S. Wilson



State of Tennessee
County of Shelby

On this 26 day of April, 2010, before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Donald R. Chambliss, Jr., with whom I am personally acquainted and who, upon oath, acknowledged him/herself to be the Secretary/Treasurer of Chambliss Builders, Inc., the within named bargainor, a Mississippi Corporation, and that he/she as such Secretary/Treasurer executed the foregoing instrument for the purpose therein contained, by signing the name of the company by him/herself.

Secretary/Treasurer

Witness my hand and seal at office the 26 day of April, 2010.

Jacquelyn S. Wilson

