

12/28/10 9:27:42
DK T BK 3,258 PG 406
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:
Cedarwood Farms, L.L.C.; 6485 Poplar Ave.; Memphis, TN 38119

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Commercial Credit Fulfillment
First Tennessee Bank National Association
845 Crossover Lane
Memphis, TN 38117
(901) 435-7974

INDEXING INSTRUCTIONS: Part of the "Freeman" property; being part of Section 13, Township One South Range Seven West and being partly in Shelby County, Tennessee and partly in DeSoto County, MS and as described in Instrument V1-3893 in the Shelby County Register's Office and part of Section 13, Township One South, Range Seven West, being in DeSoto County MS and described in Record Book 222, Page 502, in the Chancery Court Clerk's Office in DeSoto County, MS.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 29, 2010, is made and executed between Cedarwood Farms, L.L.C. ("Grantor") and First Tennessee Bank National Association, whose address is Correspondent Services - Memphis, 845 Crossover Lane, Memphis, TN 38117 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 29, 2003 (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 August 29, 2003, in the original principal amount of Two Million Six Hundred Thousand Dollars and 00/100 (\$2,600,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated August 29, 2003 and filed of record on September 09, 2003 in Book 1820, Page 0287, Chancery Clerk's Office for DeSoto County, MS

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 11.02 acres and 36.6 acres, Olive Branch, MS 38654.

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

WHEREAS, Borrower has this day executed to Lender modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to November 30, 2014 (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 NOVEMBER 29, 2010.

Bx132

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 80196225

Page 2

GRANTOR:

CEDARWOOD FARMS, L.L.C.

By: [Signature]
Jerro M. Freeman, Member of Cedarwood Farms, L.L.C.

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

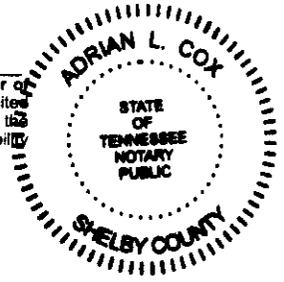
X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of December, 20 10, within my jurisdiction, the within named Jerro M. Freeman, Member of Cedarwood Farms, L.L.C., a Tennessee 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.

Adrian L. Cox
NOTARY PUBLIC
My Commission Expires: **My Commission Expires
December 21, 2011**



LENDER ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of December, 20 10, within my jurisdiction, the within named JEFF GARD, who acknowledged that (he)(she) is VP 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.

[Signature]
NOTARY PUBLIC
My Commission Expires: 4/17/2013

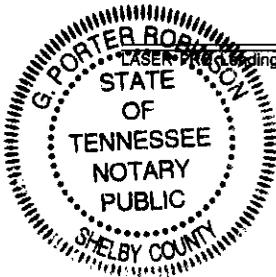


EXHIBIT "A"
(CONSISTING OF 2 PAGES)
TO DEED OF TRUST WITH ASSIGNMENT OF LEASES, RENTS AND INCOME
BY AND BETWEEN
JERRE M. FREEMAN AND
FIRST TENNESSEE BANK, NATIONAL ASSOCIATION
DATED AUGUST 29, 2003

PARCEL I:

Being a part of the Dexter Development Partners property as recorded in Instrument AU-9184 at the Shelby County Register's Office, located in Shelby County, Tennessee and being more particularly described as follows:

Beginning at an iron pin at the southeast corner of the Shelter Mutual Insurance Company property as recorded in Instrument GG-9279 and shown on the Final Plat for Phase 1 of the Appling Commons P.D. as recorded in Plat Book 161, Page 3 both of record at said Register's Office, said iron pin being located in the west line of the Appling Road (114.00 foot right-of-way), 720.01 feet south of the south line of Goodlett Farms Parkway (68.00 foot right-of-way) as measured along the west line of said Appling Road; thence S11°01'18"W along the west line of said Appling Road a distance of 412.35 feet to a point; thence N78°58'42"W a distance of 530.57 feet to a point; thence N01°29'21"E a distance of 393.31 feet to a point; thence S88°30'39"E a distance of 147.75 feet to an iron pin at the southeast corner of the said Shelter Mutual Insurance Company property; thence S78°58'42"E a distance of 450.00 feet to the point of beginning and containing 231,227 square feet or 5.308 acres;

TOGETHER with all right, title and interest in and to that certain Driveway Agreement of record at Instrument No. GG 9280, in the Register's Office of Shelby County, Tennessee; and

PARCEL II:

All that part of the south half of Section Thirteen (13), Township One (1), Range Seven (7) West of Basis Meridian, which lies in Shelby County, Tennessee, containing 180 acres, more or less; being the same property conveyed to J. Palmer Kellogg by Warranty Deed of record in Book 1721, Page 416, in the Register's Office of Shelby County, Tennessee. Being the same property conveyed to Curtis W. Parnam, Jr., by Warranty Deed of record in Book 1760, Page 567, in the said Register's Office. LESS AND EXCEPT that land sold to Memphis Furniture Manufacturing Co., a Tennessee Corporation, by Warranty Deed of record as Instrument No. H9 6372, Register's Office of Shelby County, Tennessee, more particularly described as follows: South Half of Section 13, Township 1, Range 7 West, more particularly described as follows: BEGINNING at a point in the State Line Road and in the South line of Section 13, Township 1, Range 7 West, said point being 600 feet west of the southeast corner of Section 13, as measured along the south line of said Section; thence north 0 degrees 15 minutes 47 seconds west and parallel to the east line of Section 13, a distance of 800 feet to a point; thence south 89 degrees 39 minutes 33 seconds east and parallel to the south line of Section 13, a distance of 600 feet to a point in the east line of Section 13; thence north 0 degrees 15 minutes 47 seconds west along Davidson Road and with the east line of said section, a distance of 850 feet to a point; thence north 89 degrees 39 minutes 33 seconds west and parallel to the south line of Section 13, a distance of 2931.08 feet to a point; thence south 0 degrees 15 minutes 47 seconds east and parallel to the east line of Section 13, a distance of 1650 feet to a point in the south line of Section 13; thence south 89 degrees 39 minutes 33 seconds east along State Line Road and with the south line of Section 13, a distance of 2331.08 feet to the beginning, containing 100 acres of land;

LESS AND EXCEPT THAT PROPERTY AS SHOWN IN WARRANTY DEED OF RECORD AS INSTRUMENT NO. FA 2736, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.