

Prepared by and return to:
Trust One Bank
1715 Aaron Brenner Dr., Suite 800
Memphis, TN 38120
Attn: Leigh Ann Christy
901-754-3539

14263-10

Maximum principal indebtedness secured hereby for DeSoto County recording tax purpose is \$0. Tax on \$110,320.00 (original debt) paid at Desoto County Chancery Clerk's Book 1,524 Pages 157-160.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into as of the 7th day of December, 2011, by and between **SYNOVUS BANK**, a Georgia Banking Corporation successor by merger with Trust One Bank ("Lender") with offices located at 1715 Aaron Brenner Drive, Suite 100, Memphis, Tennessee 38120; and

Johnny Coleman Builders, Inc. a Mississippi Corporation ("Borrower").

Recitals:

WHEREAS, Borrower executed that certain promissory note, dated June 14, 2002 in the original principal sum of \$110,320.00 ("Note"), payable to Bank, or its order, and secured by a Deed of Trust/ Mortgage, dated June 13, 2002 ("Deed of Trust"), of record at Book 1,524 Pages 157-160, and further modified on June 14, 2003 at Book 1,811 Pages 480-482 and on April 28, 2009 at Book 3,133 Pages 429-432 and on September 7th, 2010 at Book 3,242 Pages 335-336 in the Recording Office of DeSoto County, Mississippi;

WHEREAS, the Note may be further secured, *inter alia*, by loan and security agreements, documents, guaranties and instruments (the Note, Security Instrument and other loan and security agreements, documents, guaranties and instruments are, collectively, "Loan Documents");

WHEREAS, Bank is the legal owner and holder of the Loan Documents; and

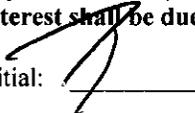
WHEREAS, the outstanding principal balance is \$110,320.00

WHEREAS, the parties to modify certain of the terms of the indebtedness evidenced by the Note and to make certain other modifications and amendments to the Loan Documents as hereinafter provided, without, however, releasing or affecting the lien and priority of the Security Instrument.

NOW, THEREFORE, FOR MUTUAL CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification of Note. Borrower and Bank have agreed to the following modifications of the Note and Security Instrument, to-wit (*Bank and Borrower must complete and initial applicable subparagraphs*):

Maturity date of the loan has been extended for 12 months to mature on December 7, 2012. Interest payments shall be due quarterly commencing on the 7th day of March 2012. On December 7, 2012 the entire principal balance and accrued but unpaid interest shall be due and payable in full

A. Please Initial: 

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.

SYNOVUS BANK

JOHNNY COLEMAN BUILDERS, INC.

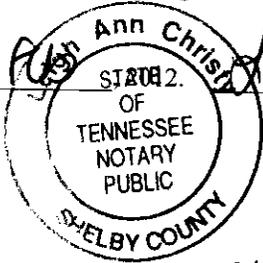
By: Shirley Stevens
Printed Name: Shirley Stevens
Title: Vice President

By: Johnny Coleman
Printed Name: Johnny Coleman
Title: President

State of Tennessee
County of Shelby

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

Witness my hand and seal at office the 22 day of Feb, 2012. Ann Christy

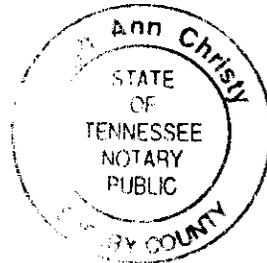


My Comm. Exp. 3-25-12

State of Tn
County of Shelby

On this 22 day of Feb, 2012, before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Johnny Coleman, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of Johnny Coleman Builders, Inc., the within named bargainor, a Mississippi Corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as President.

Witness my hand and seal at office the 22 day of Feb, 2012. Ann Christy



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