

SAS 7/31/12 9:38:31  
SK DK T BK 3,475 PG 625  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by and Return to:  
William R. Bradley, Jr. (Bar No. 4275)  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, Tennessee 38119  
(901) 525-1322

Section Indexing:  
NW ¼ of Section 33,  
Township 1 South, Range  
5 West, Desoto County, MS  
Estates of Kyle Creek,  
Section A, Lot 1,  
Plat Book 104, Page 20

**SECOND AMENDMENT  
TO AMENDED AND RESTATED  
REVOLVING CREDIT DEED OF TRUST  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (MS)**

This Second Amendment to Revolving Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("First Amendment") is entered into on the 24 day of July, 2012, but effective as of July 30, 2012, by and between KEITH AND DAVID GRANT HOMES, LLC, a Tennessee limited liability company, ("Trustor") and SUNTRUST BANK ("Beneficiary").

**RECITALS:**

WHEREAS, Trustor executed that certain Amended and Restated Revolving Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust"), dated June 10, 2010, and conveying to Southland Associates, Inc., a North Carolina corporation, as Trustee for the benefit of Beneficiary certain real property (the "Property") located in DeSoto County, Mississippi, as more particularly described in the Deed of Trust, which was recorded in

Deed of Trust Book 3177, Page 671 and rerecorded in Deed of Trust Book 3180, Page 221 and Book 3183, Page 84, all in the Chancery Clerk's Office of DeSoto County, Mississippi; and

WHEREAS, the Deed of Trust secures certain Promissory Notes (the "Notes") more particularly described in the Deed of Trust; and

WHEREAS, as of even date herewith, the Notes have been amended to extend the maturity dates thereof to July 31, 2013; and

WHEREAS, Trustor and Beneficiary by means of this instrument desire to amend the Deed of Trust to reflect the said amendments to the Notes and to extend the lien of the Deed of Trust, without, however, releasing or affecting the priority of the Deed of Trust.

NOW, THEREFORE, for mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Deed of Trust. The lien of the Deed of Trust is hereby extended to reflect the maturity of the Notes on July 31, 2013. All references in the Deed of Trust to the Notes or the indebtedness secured thereby shall henceforth be deemed to refer to the Notes as extended.

2. Reaffirmation of Obligations. All terms and provisions of the Deed of Trust not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto. The execution and delivery of this First Amendment does not constitute payment, cancellation, satisfaction, discharge, release, extinguishment or novation of the principal indebtedness evidenced by the Notes.

IN WITNESS WHEREOF, this Second Amendment is executed as of the day and year first above written.

KEITH AND DAVID GRANT HOMES, LLC  
a Tennessee limited liability company

By: Keith Grant  
Name: Keith Grant  
Title: Chief Manager

SUNTRUST BANK

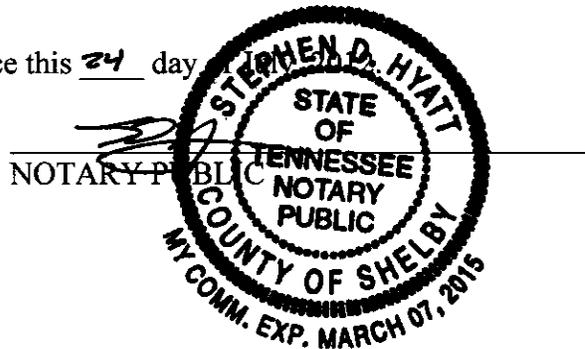
By: Courtney Bayer  
Name: Courtney Bayer  
Title: First Vice-President

STATE OF TN

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared KEITH GRANT, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of KEITH AND DAVID GRANT HOMES, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at office this 24 day



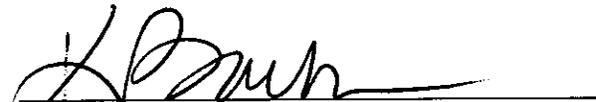
My Commission Expires:  
\_\_\_\_\_

STATE OF Georgia

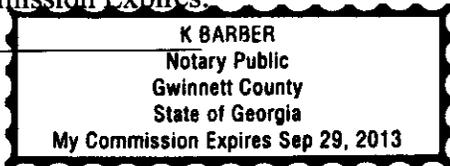
COUNTY OF Gwinnett

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Courtney Bayer, with whom I am personally acquainted and who, upon oath, acknowledged herself to be a First Vice-President of SUNTRUST BANK, the within named bargainer, a Georgia banking corporation, and that she as such First Vice-President, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the Bank by herself as such First Vice-President.

WITNESS my hand and official seal at office this 25<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



Trustor's Phone Number:

(901) 683-4422

Beneficiary's Phone Number:

(770) 442-2214