

Prepared by and return to:
Hugh H. Armistead, Attorney
P.O. Box 609
Olive Branch, MS 38654
601-895-4844

MODIFICATION OF PROMISSORY NOTE AND DEED OF TRUST

THIS AGREEMENT entered into this the 9th day of June, 1995, by and between UNITED SOUTHERN BANK, a Mississippi banking corporation, hereinafter "First Party", and EDDIE JONES and wife, LOURAINA JONES, hereinafter "Second Party",

WITNESSETH:

WHEREAS, on the 8th day of December, 1994, EDDIE JONES and wife, LOURAINA JONES, Second Party, executed a Promissory Note payable to the order of the First Party in the principal sum of \$65,000.00, which note provided the principal balance and all accrued interest thereon would be due and payable on or before June 6, 1995, a copy of said Promissory Note and Deed of Trust being attached hereto as Exhibit "A" and made a part hereof as if fully copied herein; and

WHEREAS, the Second Party further executed a Deed of Trust of even date with said Promissory Note to Hugh H. Armistead, Trustee for the benefit of the First Party, said Deed of Trust being recorded in Deed of Trust Book No. 740, at page 130, in the Office of the Chancery Clerk of DeSoto County, Mississippi, a copy of said Deed of Trust being attached hereto as Exhibit "B" and made a part hereof as if fully copied herein, and

WHEREAS, the parties hereto desire to modify the maturity date of said Promissory Note and Deed of Trust to reflect an extended maturity date of December 6, 1995, with all principal and accrued interest to be due on said maturity date.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Promissory Note and Deed of Trust dated December 8, 1994, are hereby modified to reflect an extended maturity date of December 6, 1995, with all principal and accrued interest due on said maturity date. All other terms and conditions of said Promissory Note and Deed of Trust not herein modified shall remain in full force and effect.

STATE OF MISSISSIPPI DE SOTO CO. 186
JUN 14 4 41 PM '95
BK 767 PG 443
W.F. ...
by: P. Starkey

2. That the parties hereto agree and acknowledge that the current principal balance due on said Promissory Note is \$65,000.00, and the accrued interest also due as of this date is \$ 1,557.67.

3. That the First Party covenants that it is the owner and holder of said Promissory Note and that said Promissory Note and Deed of Trust, or any interest therein, has not been sold, pledged, hypothecated or assigned.

4. That this Agreement shall be recorded with the Chancery Clerk of DeSoto County, Mississippi, and noted upon the face of the above described Deed of Trust.

WITNESS the signature of the parties hereto on this the 9th day of June, 1995.

UNITED SOUTHERN BANK

BY: [Signature]
TITLE Vice President

[Signature]
EDDIE JONES

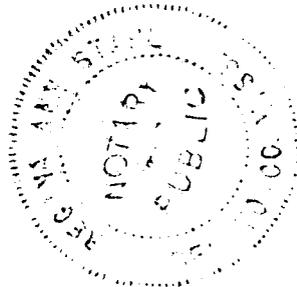
[Signature]
LOURAINE JONES

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of June, 1995, within my jurisdiction, the within named WORTH STEEN, who acknowledged that he is vice president of UNITED SOUTHERN BANK, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Modification of Promissory Note and Deed of Trust, after first having been duly authorized by said corporation so to do.

[Signature]
Notary Public

My Commission Expires: May 7, 1999

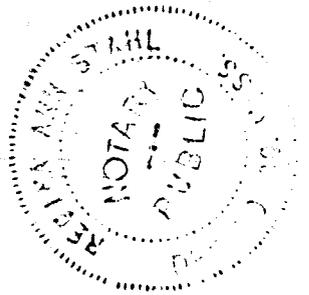


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of June, 1995, within my jurisdiction, the within named EDDIE JONES and wife, LOURAINA JONES, who acknowledged that they executed the above and foregoing Modification of Promissory Note and Deed of Trust.

Kearna O'Neal
Notary Public

My Commission Expires: May 17, 1999



UNITED SOUTHERN BANK
 P. O. BOX 390
 OLIVE BRANCH, MS 38654

EDDIE L. JONES
 LOURAJNE JONES
 P. O. BOX 135
 BYHALIA, MS 38611

Loan Number _____
 Date 12/08/94
 Mat. Date 6/06/95
 Loan Amount \$ 65,000.00

LENDER'S NAME AND ADDRESS

BORROWER'S NAME AND ADDRESS

SS# 587-29-4372

TRUTH-IN-LENDING DISCLOSURES
 * MEANS THE BORROWER AND *YOU* MEANS THE LENDER

SS# 427-41-3163

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want an itemization.
14.902 %	\$ 2,207.88	\$ 64,475.00 e	\$ 66,682.88 e	

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 66,682.88	6/06/95
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Demand: This loan has a demand feature. This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

Variable Rate: (check one below)
 My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
 The annual percentage rate may increase during the term of this transaction if _____
UNION PLANTERS PRIME
 increases
 Any increase will take the form of higher interest payments
 If the rate increases by 2.000 % in one day, the interest payments
 will increase to \$2,003.42. The rate may not increase more often than once every day
 and may not increase more than N/A % each day. The rate will not go above 21.000 %.

Security: I am giving a security interest in:
 the goods or property being purchased.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights I may have to the payment of money from you of a payment which is more than 15 days late up to \$50.00

Late Charge: If a payment is late I will be charged _____

Required Deposit: The annual percentage rate does not take into account my required deposit.

Prepayment: If I pay off this loan early, I may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying my house may, subject to conditions, be allowed to cannot assume the remainder of the mortgage on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. *e* means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I do do not want credit life insurance. DOB
 X do do not want credit disability insurance. DOB
 X do do not want joint credit life insurance. DOB
 X do do not want _____ insurance. DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

FLOOD INSURANCE - Flood insurance is is not required. I may obtain flood insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly	\$ 64,119.00
Amount paid on my (loan) account	\$
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
Insurance Companies	\$
Public Officials	\$
TITLE INSURANCE	\$ 195.00
DEED OF TRUST FEE	\$ 11.00
ATTY FEE	\$ 150.00
FINANCED ORIG FEE	\$ 325.00
FINANCED INSP FEE	\$ 200.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
(less) PREPAID FINANCE CHARGE(S)	\$ 525.00
Amount Financed	\$ 64,475.00

(Add all items financed and subtract prepaid finance charges.)

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE.

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"A"

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between

EDDIE JONES and wife, LOURAINÉ JONES

BOOK 740 PG 130

W.E. DAVIS, CH. CLK.

by B. Cleveland &

whose address is P.O. Box 135, Byhalia, Mississippi 38611,

as Grantor (herein designated as "Debtor"), and

HUGH H. ARMISTEAD of P.O. Box 609, Olive Branch, Mississippi 38654,

as Trustee, and

UNITED SOUTHERN BANK, P. O. Box 399 of Olive Branch, Mississippi 38654,

as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of SIXTY-FIVE THOUSAND AND 00/100 Dollars (\$*****65,000.00) evidenced by a promissory note of even date herewith in favor of Secured Party, bearing interest from date at the rate specified in the note, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

Due and repayable in full as to principal and interest on or before the 6th day of June, 1995.

It is expressly understood and agreed that the maker of this note shall have the right to prepay this indebtedness at any time without penalty.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "indebtedness").

NOW THEREFORE, in consideration of the existing and future indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the City of _____ County of _____ DeSoto _____ State of Mississippi:

A parcel of land being part of the Mangrant Jones Tract located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 2 South, Range 5 West, DeSoto County, Mississippi and being more particularly described as follows, to wit:

Commencing at an iron bar found at the accepted Southwest corner of the Northwest quarter of said Section 29; thence North 02 degrees 18 minutes 11 seconds West a distance 210.00 feet to the point of beginning of the following tract; thence North 86 degrees 04 minutes 57 seconds East a distance of 210.00 feet to a point; thence North 59 degrees 28 minutes 38 seconds East a distance of 255.33 feet to a point; thence North 86 degrees 04 minutes 57 seconds East a distance of 131.60 feet to a point on the West line of Red Banks Road (50' Right of Way); thence North 30 degrees 25 minutes 30 seconds East a distance of 73.65 feet to a point; thence North 81 degrees 40 minutes 44 seconds West a distance of 617.03 feet to a point; thence South 02 degrees 18 minutes 11 seconds East a distance of 305.96 feet to the point of beginning and containing 2.57 acres subject to existing easements, rights-of-ways and subdivision and zoning regulations in effect in DeSoto County, Mississippi.

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