

**MODIFICATION OF DEED OF TRUST**

BOOK **840** PAGE **732**

WHEREAS, TRUSTEES FOR THE CHURCH OF GOD  
AT SOUTHAVEN executed a Deed of Trust to DEPOSIT GUARANTY NATIONAL BANK as beneficiary ("Beneficiary") dated May 19, 1996, which Deed of Trust is recorded in Book 732 at Page 795 in the land records in the office of the Chancery Clerk of DESOTO County, Mississippi, which Deed of Trust secures the indebtedness, as described therein, of TRUSTEES FOR THE CHURCH OF GOD  
AT SOUTHAVEN ("Borrower") to Beneficiary, which indebtedness is evidenced by one or more promissory notes or renewal(s) thereof, and

WHEREAS, Borrower has requested a modification of the terms of said loan and Beneficiary has agreed to the terms of said loan modification; and

WHEREAS, the undersigned desire to restate the modified terms of said loan and Deed of Trust so that there shall be no misunderstanding of the matter, and to authorize and request the Chancery Clerk of the aforesaid county to note on the record of said Deed of Trust the recordation of this Modification of Deed of Trust; and

WHEREAS, Borrower has executed a modified promissory note (the "Modified Note") dated May 19, 1996 in the principal sum of \$107,173.46, bearing interest at the  fixed  variable rate as specified therein, with the unpaid balance of principal and accrued interest, if not sooner paid, being due and payable in full on the 19th day of May 1997;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby amend said Deed of Trust as follows:

1. The Deed of Trust is hereby amended according to the terms of the above referenced Modified Note.

2. Except as expressly modified pursuant to the terms hereof, the Deed of Trust, the terms of which are hereby expressly incorporated herein by reference, shall remain in full force and effect as originally executed.

3. This Modification of Deed of Trust is intended to be a modification only of the Deed of Trust and not a discharge or novation of the Deed of Trust or the indebtedness secured thereby, and this Modification of Deed of Trust is not intended to, in any manner, impair the lien or affect the validity or priority of the Deed of Trust.

WITNESS the signatures of the parties this 19th day of May 1996.

DEPOSIT GUARANTY NATIONAL BANK

STATE MS.-DESOTO CO. FILED

BY: [Signature]  
ITS ASST VICE PRES

JUL 8 1 54 PM '96

BK 840 PG 732  
W.E. DAVIS CH. CLK.

[Signature]  
[Signature]  
[Signature]

**BANK ACKNOWLEDGMENT**

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of June, 1996, within my jurisdiction, the within named Rob K. Ball, who acknowledged that he is Assistant Vice President of Deposit Guaranty National Bank, a national banking association, and that for and on behalf of the said association and as its act and deed he executed the above and foregoing instrument, after first been duly authorized by said association so to do.

[Signature]  
Notary Public



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
COMMISSION EXPIRES: JAN 27, 2000

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of June, 1996, within my jurisdiction, the within named James E. Inman, who acknowledged that he executed the above and foregoing instrument. (he, she, they)



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jan. 21, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]  
Notary Public

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(one signer)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that \_\_\_\_\_ is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed \_\_\_\_\_ executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ to do.

\_\_\_\_\_  
Notary Public

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

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(multi-signers)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they are \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

\_\_\_\_\_  
Notary Public

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

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of June, 1996, within my jurisdiction, the within named Horace Dunn, who acknowledged that he executed the above and foregoing instrument. (he, she, they)



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: Jun. 21, 2000.

Lana Sherryl Morgan  
Notary Public

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(one signer)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that \_\_\_\_\_ is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed \_\_\_\_\_ executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ to do.

\_\_\_\_\_  
Notary Public

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

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(multi-signers)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

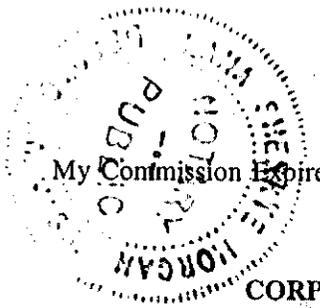
Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they are \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

\_\_\_\_\_  
Notary Public

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

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of June, 1996, within my jurisdiction, the within named Charles Mooney, who acknowledged that he executed the above and foregoing instrument. (he, she, they)



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: JAN. 21, 2000.  
CONSOLIDATED NOTARY PUBLIC UNDERWRITERS.

Sherry Morgan  
Notary Public

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(one signer)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that \_\_\_\_\_ is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed \_\_\_\_\_ executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ to do.

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

\_\_\_\_\_  
Notary Public

**CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT**  
(multi-signers)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they are \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

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

\_\_\_\_\_  
Notary Public