

Dec 6 2 41 PM '96 *WJ*BK 873 PG 713
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File No. RE96116
Mortgagor: Ronnie C. Cooper and wife Betty J. Cooper
Lender: Union Planters National Bank
Property: 8398 Conerly, Southaven, MS

MODIFICATION AGREEMENT

This Agreement made and entered into as of the 15th of November, 1996, by and between Union Planters National Bank, (hereinafter called Lender), Londa R. Paschall, as Trustee, (hereinafter called Trustee) and Ronnie C. Cooper and wife Betty J. Cooper, (hereinafter called Borrower).

W I T N E S S E T H

WHEREAS, Ronnie C. Cooper and wife Betty J. Cooper are indebted to Union Planters National Bank (formerly known as Sunburst Bank) as evidenced by that certain promissory note dated January 12, 1995, in the original principal amount of \$30,810.00; and

WHEREAS, said Note is presently secured by a first priority trust deed (Trust Deed), which Trust Deed appears of record in real estate Trust Deed Book 743, Page 774, in the office of the Chancery Clerk of DeSoto County, Mississippi, on the property located in DeSoto County, Mississippi, and being more particularly described as follows:

Lot 776, Section C, Southaven Subdivision, located in Section 23, Township 1 South, Range 8 West, as shown on plat of said subdivision of record in Plat Book 2, Pages 19-22, Chancery Court Clerk's Office, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

and

WHEREAS, Borrower has asked that the terms of the said Note and Trust Deed be modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree, for themselves, their successors and assigns as follows:

1. The outstanding principal balance of the Note as of the date hereof is \$28,887.70.

2. For value received, Borrower promises to pay to the order of Lender, at its office at P. O. Box 169, Southaven, MS 38671, said outstanding principal sum, together with interest from date on the principal sum remaining from time to time unpaid, until maturity, whether by acceleration or in due course, at the rate of 9.0000% per annum, both principal and interest being payable as follows:

Monthly installments for principal and interest in the amount of \$364.70 (Three Hundred Sixty Four and 70/100), commencing on December 1, 1996, and an like amount on the same day of each month thereafter to and including November 1, 2006, at which time the remaining principal balance with interest thereon is due and payable.

3. The Trust Deed securing the indebtedness of the Borrower to Lender shall secure all indebtedness and obligation of Borrower to Lender shall secure all indebtedness and obligations of Borrower to Lender, whether now existing or hereafter arising, including without limitation, the indebtedness evidenced by the Note.

4. Borrower, for the consideration herein stated, does hereby assume and undertake to perform all obligations under the Note as well as the Trust Deed, and any and all other instruments or documents evidencing or securing the indebtedness evidenced by the Note.

5. Nothing in this Agreement shall adversely affect or invalidate any security now held by the Lender for the payment of the Note, nor impair, nor release any covenant, condition or agreement in the Note, the Trust Deed or in any other instrument or document evidencing or securing any indebtedness of Borrower which Lender, except as modified herein, in all other respects shall continue in full force and effect, and Borrower agrees to perform, comply and abide by each covenant, agreement, condition, term and stipulation of this Agreement, the Note, the Deed of Trust and all other aforesaid instruments and documents not inconsistent with this Agreement. Any default under the Note, the Deed of Trust or under any of the other instruments or documents evidencing or securing the indebtedness evidenced by the Note shall constitute a default hereunder, and vice versa.

6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNION PLANTERS NATIONAL BANK

ATTEST:

By: Richard G. Hall *Senior Vice*
Richard G. Hall, President

By: Nancy Sutton Anglin
Nancy Sutton Anglin,
Vice-President

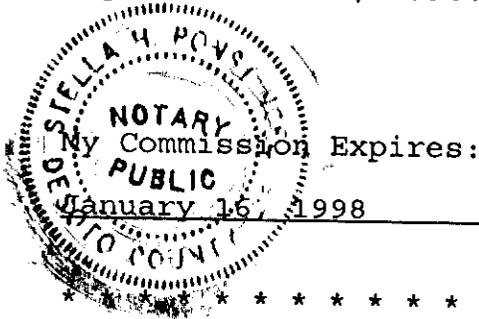
Ronnie C. Cooper
Ronnie C. Cooper

Betty J. Cooper
Betty J. Cooper

STATE OF MISSISSIPPI:
COUNTY OF DESOTO:

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Ronnie C. Cooper and wife Betty J. Cooper, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office, this the 15th day of November, 1996.

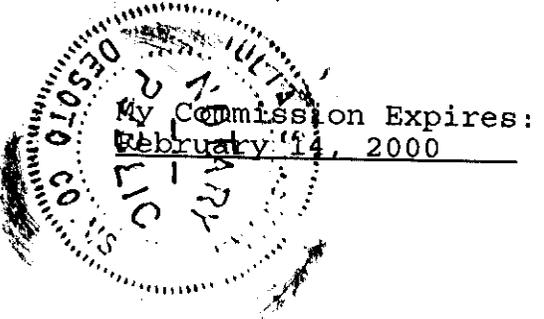


Stella H. Pomaling
Notary Public

STATE OF MISSISSIPPI:
COUNTY OF DESOTO:

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Nancy Sustton Anglin, and Richard G. Hall, who acknowledged that they are Vice-President and President, respectively, of Union Planters National Bank, a corporation, and that for and on behalf of said corporation, they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office this 15th day of November, 1996.



Julia S. McNear
Notary Public