

CDLN 18

69982-870025139

BK 1149 PG 0093

RECORDATION REQUESTED BY:

NBC  
Equity Servicing Center  
309 Monroe  
Memphis, TN 38103

STATE MS. - DESOTO CO.  
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SEP 15 1 51 PM '99

WHEN RECORDED MAIL TO:

NBC  
Equity Servicing Center  
309 Monroe  
Memphis, TN 38103

BK 1149 PG 93  
W.F. DAVIS CH. CLK.

SEND TAX NOTICES TO:

JAMES C. WATKINS, JR. and CHERYL WRIGHT  
9218 ROSALIE COVE  
OLIVE BRANCH, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by: KEVIN WHITE  
One Commerce Square,  
Memphis, TN, 38150

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED 9-1-99, BETWEEN JAMES C. WATKINS, JR. and CHERYL WRIGHT (referred to below as "Grantor"), whose address is 9218 ROSALIE COVE, OLIVE BRANCH, MS 38654; and National Bank of Commerce (referred to below as "Lender"), whose address is 3565 Riverdale Road, Memphis, TN 38115.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated October 4, 1996 (the "Deed of Trust") recorded in DESOTO County, State of Mississippi as follows:

RECORDED 10/23/96 IN DESOTO COUNTY IN BOOK 864, PAGE 732

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in DESOTO County, State of Mississippi:

Real Property more particularly described in Deed of Trust referenced above.

The Real Property or its address is commonly known as 9218 ROSALIE COVE, OLIVE BRANCH, MS 38654. The Real Property tax identification number is 1065-2201.0-00078.00.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

INCREASE IN CREDIT LIMIT: INCREASE FROM \$25,000.00 TO \$50,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *James C. Watkins, Jr.*  
JAMES C. WATKINS, JR.

X *Cheryl Wright*  
CHERYL WRIGHT

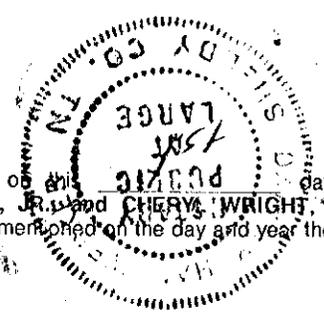
LENDER:

National Bank of Commerce

By: *Deborah M. Norton* AKA  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN )  
 ) SS  
COUNTY OF Shelby )

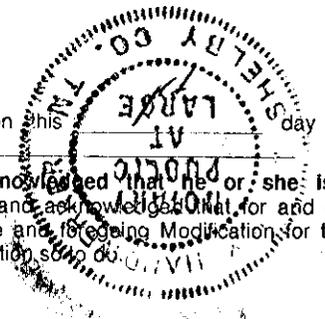


Personally appeared before me, the undersigned authority in and for the said County and State, on this September day of 1999, within my jurisdiction, the within named JAMES C. WATKINS, JR. and CHERYL WRIGHT, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:  
MY COMMISSION EXPIRES APRIL 13, 2002

LENDER ACKNOWLEDGMENT

STATE OF TN )  
 ) SS  
COUNTY OF Shelby )



Personally appeared before me, the undersigned authority in and for the said County and State, on this September day of 1999, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he or she is \_\_\_\_\_ of National Bank of Commerce, a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:  
MY COMMISSION EXPIRES APRIL 13, 2002

*NBC*  
*(over)*