

RECORDATION REQUESTED BY:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

WHEN RECORDED MAIL TO:

Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

SEND TAX NOTICES TO:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

7-26

STATE MS.-DESOTO CO.
FILED

AUG 2 10 11 AM '00

BK 1234 PG 188
W.F. CLERK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

TARA POWELL
P.O. BOX 830721
BIRMINGHAM, AL 35283

Phone - none

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 12, 2000, is made and executed between MARC MCELVEEN, whose address is 5171 SUMMERS CREEK RD, OLIVE BRANCH, MS 38654 and REBECCA R MCELVEEN, whose address is 5171 SUMMERS CREEK RD, OLIVE BRANCH, MS 38654; husband and wife ("Grantor") and AmSouth Bank, P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 6, 1999 (the "Deed of Trust").

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DE SOTO County, State of Mississippi:

LOT 16, SUMMERS PLACE SUBDIVISION, IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO, MISSISSIPPI, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 44, PAGE 21, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI

The Real Property or its address is commonly known as 5171 SUMMERS CREEK RD, OLIVE BRANCH, MS 38654.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$50,000 to \$100,000.

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 endorsers 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 12, 2000.

GRANTOR:

x Marc McElveen
MARC MCELVEEN, Individually

x Rebecca R McElveen
REBECCA R MCELVEEN, Individually

MODIFICATION OF DEED OF TRUST
(Continued)

BK 1234 PG 0189

LENDER:

[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI)
) SS
COUNTY OF DE SOTO)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of July, 2000, within my jurisdiction, the within named MARC MCELVEEN and REBECCA R MCELVEEN, 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 ~~NOTARY PUBLIC~~ STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES Nov. 12, 2002
~~BONDED THROUGH NOTARY PUBLIC UNDERWRITERS~~

LENDER ACKNOWLEDGMENT

STATE OF MISSISSIPPI)
) SS
COUNTY OF DE SOTO)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of July, 2000, within my jurisdiction, the within named _____ a _____ 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 so to do.

NOTARY PUBLIC
My Commission Expires:
