

RECORDATION REQUESTED BY:

AmSouth Bank  
Southaven Branch  
1215 State Line Road  
Southaven, MS 38671

STATES - MISSISSIPPI

MAR 8 10 03 AM '01

WHEN RECORDED MAIL TO:

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

284  
7.50  
emw (1)

BK 1297 386

SEND TAX NOTICES TO:

AmSouth Bank  
Southaven Branch  
1215 State Line Road  
Southaven, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2-21

070499 492215  
2000 256162 240

This Modification of Deed of Trust prepared by: 205-560-3117  
EMMA FARMER  
P.O. BOX 830721  
BIRMINGHAM, AL 35283

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 12, 2001, is made and executed between JAMES E. PAYNE, whose address is 969 CLOVERLEAF DR, SOUTHHAVEN, MS 38671; unmarried ("Grantor") and AmSouth Bank, Southaven Branch, 1215 State Line Road, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 6, 2000 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

OCTOBER 23, 2000 DESOTO COUNTY MISSISSIPPI BOOK 1258 PAGE 0198.

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

LOT 98 SOUTHERN PINES SUBDIVISION, IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21 PAGES 43-46, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 969 CLOVERLEAF DR, SOUTHHAVEN, MS 38671.

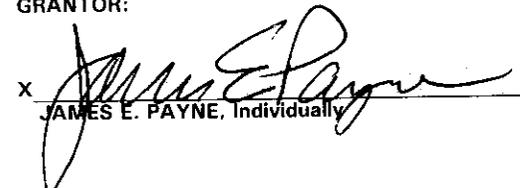
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

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 \$30,000.00 to \$38,500.00.

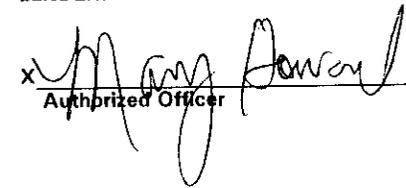
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 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 FEBRUARY 12, 2001.

GRANTOR:

x   
JAMES E. PAYNE, Individually

LENDER:

x   
Authorized Officer

BK 1297PG0386

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Southaven Branch  
1215 State Line Road  
Southaven, MS 38671

STATE'S OFFICE

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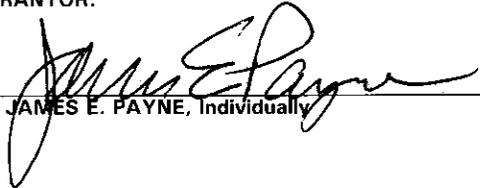
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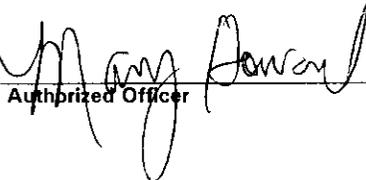
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