

BK 1299PG0121

**RECORDATION REQUESTED BY:**

Union Planters Bank, National Association  
Southaven Main Branch  
8819 Northwest Drive  
Southaven, MS 38671

STATE MS.-DESOTO CO.  
FILED

MAR 12 2 21 PM '01 *me*

**WHEN RECORDED MAIL TO:**

UNION PLANTERS BANK,NA  
LOAN CONTROL-A2E  
7130 GOODLETT FARMS PARKWAY  
CORDOVA, TN 38018

BK 1299 PG 121  
WT  
FOLK.

**SEND TAX NOTICES TO:**

LELAND N DYE, JR.  
CARRIE JAMES DYE  
3580 PLEASANT HILL RD  
NESBIT, MS 38651

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

BONNIE JOYNER, LOAN PROCESSOR  
7130 GOODLETT FARMS PKWY  
CORDOVA, TN 38018

NOTE TO CHANCERY CLERK: LOT 13, THE LAKES OF CEDAR GROVE S/B, PHASE I, SEC 7, T3S, R7W, DESOTO COUNTY, MISSISSIPPI.

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated February 21, 2001, is made and executed between LELAND N DYE, JR. and CARRIE JAMES DYE, whose address is 3580 PLEASANT HILL RD, NESBIT, MS 38651 ("Grantor") and Union Planters Bank, National Association; Southaven Main Branch; 8819 Northwest Drive; Southaven, MS 38671 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 3, 2000 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED 08-07-2000 UNDER INST. NO. BOOK 1236 PAGE 0109 CHANCERY CLERK'S OFFICE DESOTO COUNTY, MISSISSIPPI.

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

LOT 13, THE LAKES OF CEDAR GROVE SUBDIVISION, PHASE I, IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 55, PAGES 37-38, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 779 CEDAR CROSSING, HERNANDO, MS 38632.

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

**THE LOAN ACCOUNT BALANCE THAT CAN BE OUTSTANDING AT ANY ONE TIME UNDER THE AGREEMENT IS HEREBY INCREASED FROM ONE HUNDRED SIXTY FOUR THOUSAND DOLLARS (\$164,000.00) TO ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED DOLLARS (\$180,800.00).**

**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 21, 2001.**

**GRANTOR:**

x   
LELAND N DYE, JR., Individually

x   
CARRIE JAMES DYE, Individually

LENDER:  
x   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mo )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of FEB., 20 01, within my jurisdiction, the within named **LELAND N DYE, JR. and CARRIE JAMES DYE**, 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:

2/14/04

LENDER ACKNOWLEDGMENT

STATE OF Mo )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of FEB., 20 01, within my jurisdiction, the within named DANIEL S. AUSTIN a MS 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

2/14/04

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