

## RECORDATION REQUESTED BY:

AmSouth Bank  
Hernando Branch  
500 East Commerce Street  
Hernando, MS 38632

STATE MS. - DESOTO CO. *A*  
FILED

APR 12 10 14 AM '02 *A*

BK 1488 PG 547  
W.E. DAVIS CH. CLK.

## WHEN RECORDED MAIL TO:

AmSouth Bank  
Attn: Larry Daniels  
P.O. Box 830721  
Birmingham, AL 35283

## SEND TAX NOTICES TO:

AmSouth Bank  
Hernando Branch  
500 East Commerce Street  
Hernando, MS 38632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2011561404500

## This Modification of Deed of Trust prepared by:

EMMA FARMER  
AMSOUTH BANK  
P.O. BOX 830721  
BIRMINGHAM, AL 35283  
(800) 896-6513

## NOTE TO CHANCERY CLERK:

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 20, 2001, is made and executed between DONALD GOLDEN, whose address is 2215 CORAL HILLS DR, SOUTHAVEN, MS 38671 and WANDA GOLDEN, whose address is 2215 CORAL HILLS DR, SOUTHAVEN, MS 38671; husband and wife ("Grantor") and AmSouth Bank, Hernando Branch, 500 East Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 13, 1999 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

AUGUST 9TH, 1999 DESOTO COUNTY, MISSISSIPPI BOOK 1137 PAGE 0402 DEPOSIT GURANTY NOW OPERATING AS AMSOUTH BANK.

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

SITUATED IN THE COUNTY OF DESOTO STATE OF MISSISSIPPI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: to wit lot 2706 section m southaven west subdivision in section 27 township 1 SOUTH RANGE B WEST AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 4 PAGES 52 AND 53 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 2215 CORAL HILLS DR, SOUTHAVEN, 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 \$49,500.00 to \$70,000.00.

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 endorers 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 JUNE 20, 2001.

## GRANTOR:

x Donald Golden  
DONALD GOLDEN, Individually

x Wanda Golden  
WANDA GOLDEN, Individually

## LENDER:

x Donna L. Hart  
Authorized Officer

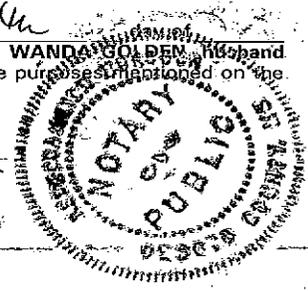
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 )  
COUNTY OF De Soto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of June, 2001, within my jurisdiction, the within named **DONALD GOLDEN** and **WANDA GOLDEN**, husband and wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Rebecca Leigh Mudoen  
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jan 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

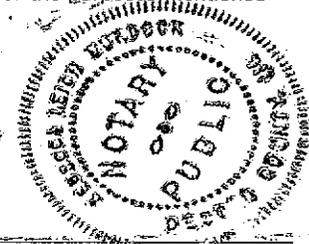
LENDER ACKNOWLEDGMENT

STATE OF MS )  
 )  
COUNTY OF De Soto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of June, 2001, within my jurisdiction, the within named DOANNA L HART, AVP of AM SOUTH BANK 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.

Rebecca Leigh Mudoen  
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jan 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS