

BK 1490 PG 0255

BK 1472 PG 0025

RECORDATION REQUESTED BY:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

STATE MS. - DESOTO CO. FILED

APR 16 10 33 AM '02

STATE MS. - DESOTO CO. FILED

MAR 8 12 59 PM '02

WHEN RECORDED MAIL TO:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

BK 1490 PG 255
W.E. DAVIS CH. CLK.

BK 1472 PG 25
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Larry Hommel
REGIONS BANK
COMMERCIAL LENDING
MEMPHIS, TN 38119
(800) 734-4667

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST



DOC4750000032955620001000000

THIS MODIFICATION OF DEED OF TRUST dated February 7, 2002, is made and executed between William E. Warner, whose address is 2811 White Oak Drive, Nesbit, MS 38651 and Chellie Warner, whose address is 2811 White Oak Drive, Nesbit, MS 38651; HUSBAND AND WIFE ("Grantor") and REGIONS BANK, MEMPHIS MAIN OFFICE, COMMERCIAL LENDING, 1100 RIDGEWAY LOOP ROAD, MEMPHIS, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 29, 1999 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

Recorded on October 18, 1999 in Desoto County Mortgage Book 981 at Page 375 - 380

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2811 White Oak Drive, Nesbit, MS 38651.

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

Extending the Maturity Date from February 7, 2002 to February 7, 2003.

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.

EXHIBIT A. An exhibit, titled "Exhibit A," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

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 7, 2002.

GRANTOR:

X William E Warner
William E Warner, Individually

X Chellie Warner
Chellie Warner, Individually

LENDER:

X Larry Hommel
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN)
)
COUNTY OF Shelby) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of February, 2002, within my jurisdiction, the within named William E Warner and Chellie Warner, 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.

[Signature]
NOTARY PUBLIC
My Commission Expires AT JUNE 1 2004
SHELBY CO TN

LENDER ACKNOWLEDGMENT

STATE OF TN)
)
COUNTY OF Shelby) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of February, 2002, within my jurisdiction, the within named Regions Bank, Larry Hemmet SVP a Tennessee 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 AT JUNE 1 2004
LARGE
SHELBY CO TN

EXHIBIT "A"

Trust Deed dated September 29, 1989, loan in the name of Weatherproof Systems, Inc.

Parcel I: 060-109-005

Being the S.D.W. Properties as recorded in instrument W7-9573 and also being part of Lot 2 of the re-subdivision of Heiskell and LeMaster's Castalia Heights Subdivision as recorded in Plat Book 8, Page 281 at the Shelby County Register's Office in Memphis, Tennessee and being more particularly described as follows:

Commencing at a point, said point being the intersection of the east line of Custer Road (60 foot right of way) and the south line of Frisco Avenue (50 foot right of way); thence S 53 degrees 16' 53" E along the south line of Frisco Avenue and the north line of Lot 1 and part of Lot 2 of said subdivision, a measured distance of 218.45 feet (called 219.00 feet) to the point of beginning, said point being a found iron pin; thence S 53 degrees 16' 53" E continuing along the south line of Frisco Avenue a called and measured distance of 239.00 feet to a found cotton spindle, said point being the northeast corner of Lot 7 of said subdivision thence S 89 degrees 43' 33" W along the north line of Lot 6 and 7 of said subdivision, a measured distance of 203.84 feet (called 204.00 feet) to a found iron pin, said found iron pin being the northeast corner of Lot 5 of said subdivision thence N 04 degrees 52' 07" E, a measured distance of 144.40 feet (called 154.00 feet) to the point of beginning.

This being the same property conveyed to William E. Warner and wife, Chellie B. Warner from S.D. W. Properties, a Tennessee partnership composed entirely of Wayne L. Smith and Wallace Lynn Doyle, by deed dated September 12, 1988, recorded September 13, 1988, Book AR, Page 9463, recorded in the Register's Office of Shelby County, Tennessee.