

BK 1566 PG 0755

RECORDATION REQUESTED BY:

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

STATE MS. - DESOTO CO.

FILED

SEP 23 10 37 AM '02

WHEN RECORDED MAIL TO:

AmSouth Bank  
Attn: Sheila Cook  
P.O. Box 830734  
Birmingham, AL 35283

BK 1566 PG 758  
W.E. DAVIS CH. CLK.

SEND TAX NOTICES TO:

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

20021931335480

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

PATRICE M. CARNEY  
AMSOUTH BANK  
P.O. BOX 830721  
BIRMINGHAM, AL 35283  
(800) 896-6513

NOTE TO CHANCERY CLERK:

800 LOT 38, S 32, T 15. R 7W.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 13, 2002, is made and executed between WILLIAM BRUCE CROW, whose address is 1471 STONEHEDGE DR, SOUTHAVEN, MS 38671 and PAULA F. CROW, whose address is 1471 STONEHEDGE DR, SOUTHAVEN, MS 38671; 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 November 15, 1994 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

NOVEMBER 23, 1994, DESOTO COUNTY, BOOK 737 & PAGE 211.

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 1471 STONEHEDGE DR, SOUTHAVEN, MS 38671.

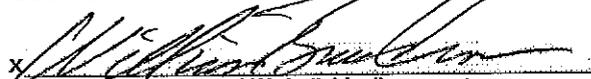
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

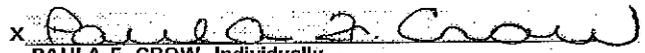
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$42,000 to \$100,000.

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.

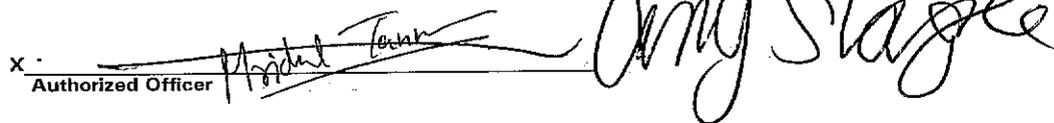
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 13, 2002.

GRANTOR:

X   
WILLIAM BRUCE CROW, Individually

X   
PAULA F. CROW, Individually

LENDER:

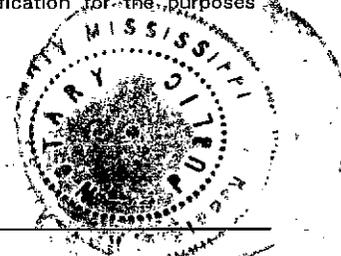
X   
Authorized Officer

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 13<sup>th</sup> day of August, 2002, within my jurisdiction, the within named **WILLIAM BRUCE CROW and PAULA F. CROW**, 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.

Robbie Kay  
NOTARY PUBLIC  
My Commission Expires:

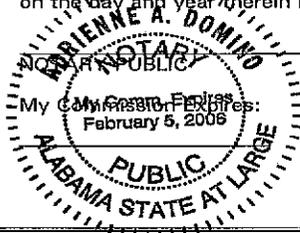


MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 28, 2003  
BONDED THRU STEGALL NOTARY SERVICE

LENDER ACKNOWLEDGMENT

STATE OF AL )  
 ) SS  
COUNTY OF Shelby AT CARLE )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13<sup>th</sup> day of August, 2002, within my jurisdiction, the within named Amy Stagle Officer a AmSouth 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.



Arienne A. Domino  
NOTARY PUBLIC  
My Commission Expires:  
February 5, 2006

DESOTO State of Mississippi:

Parcel I: Lot 39, Stonehedge Subdivision, in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat thereof recorded in Plat Book 24, Pages 28-32 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Parcel II: Part of Lot 38, Stonehedge Subdivision, in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat thereof recorded in Plat Book 24, Pages 28-32 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, being described as follows: Approximately 2.3, more or less, square feet of land being described as: Begin at a "P. K. Nail" (found) in the southerly line of Stonehedge Drive, said "P. K. Nail" being the northwest corner of Lot No. 39 and the northeast corner of Lot No. 38; thence South 67 degrees, 23 seconds, 51 seconds West 2.00 feet with the southerly line of Stonehedge Drive to a point; thence South 46 degrees, 50 minutes, 54 seconds East 2.53 feet to a point in the westerly line of lot No. 39, thence North 00 degrees, 00 minutes, 47 seconds West 2.50 feet with the westerly line of Lot No. 39 to the point of beginning.

Tax Parcel No: 1079-3204-.0-00039.00

Being the same property conveyed to Grantor(s) herein by Deed recorded under BOOK 195, PAGE 520 & BOOK 212, PAGE 343 in said Chancery Clerk's Office.