

BK 1767PG0171

STATE MS. - DESOTO CO.  
FILED

WHEN RECORDED MAIL TO:

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

JUL 14 2 10 PM '03

SEND TAX NOTICES TO:

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

BK 1767PG 171  
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20031741625040/072130402116

This Modification of Deed of Trust prepared by:

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

NOTE TO CHANCERY CLERK: LOT 157, SECTION "A", LAKE FOREST SUBDIVISION, IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI.

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated June 28, 2003, is made and executed between ALAN J BROSANAN, whose address is 6870 LAKE FOREST DR, WALLS, MS 38680 and ELAINE J BROSANAN, whose address is 6870 LAKE FOREST DR, WALLS, MS 38680; 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 August 25, 1999 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON 09-13-1999 PK 1148 PG 92 RECORDED IN DESOTO COUNTY.

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

LOT 157, SECTION "A", LAKE FOREST SUBDIVISION, IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 1-4, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 293, PAGE 399 OF THE DESOTO COUNTY, MISSISSIPPI RECORDS

The Real Property or its address is commonly known as 6870 LAKE FOREST DR, WALLS, MS 38680.

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 to \$ 60,000.

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.

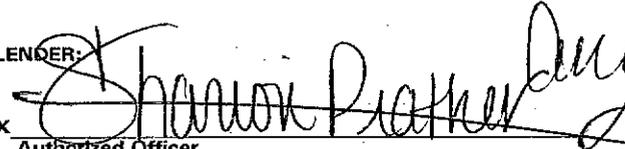
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 28, 2003.

GRANTOR:

X   
ALAN J BROSANAN, Individually

X   
ELAINE J BROSANAN, Individually

LENDER:

X   
Sharon Prather  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

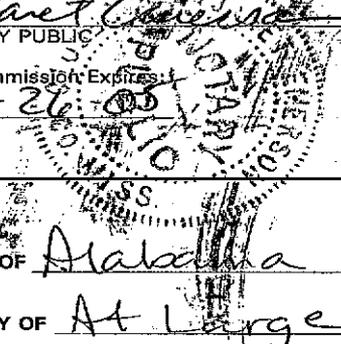
STATE OF MS  
COUNTY OF DeSoto

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) SS  
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of June, 2003, within my jurisdiction, the within named **ALAN J BROSANAN** and **ELAINE J BROSANAN**, 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.

*Janet [Signature]*  
NOTARY PUBLIC

My Commission Expires: 9-26-05



LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF At Large

)  
) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of June, 2003, within my jurisdiction, the within named \_\_\_\_\_ 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.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
**MY COMMISSION EXPIRES  
December 11, 2006**

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830721  
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