

Send to AmSouth Bank
Envelope enclosed

BK 1945 PG 0041 BK 1926 PG 0419

STATE MS.-DESOTO CO. *me*
me

FEB 13 2 32 PM '04 *P*

WHEN RECORDED MAIL TO:



FULBRIGHT, BOBBY H

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

BK 1926 PG 419
W.C. DAVIS CH. CLK.

SEND TAX NOTICES TO:

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

20040120946320

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

S299070900434970

7.50

This Modification of Deed of Trust prepared by:

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

Please Re-record to correct
Lender Signature & Lender Ack.
Ref to the above information
Thank you.

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 16, 2004, is made and executed between BOBBY H. FULBRIGHT, whose address is 7435 HIGHWAY 304, OLIVE BRANCH, MS 38654 and CHERYL FULBRIGHT, A/K/A CHERYL D. FULBRIGHT, whose address is 7435 HIGHWAY 304, OLIVE BRANCH, MS 38654; 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 April 11, 2003 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON 4-24-03 IN DESOTO COUNTY, MISSISSIPPI IN BOOK 1704, PAGE 683.

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 7435 HIGHWAY 304, OLIVE BRANCH, MS 38654.

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 \$36,050.00 to \$46,050.00.

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 JANUARY 16, 2004.

GRANTOR:

x Bobby H. Fulbright
BOBBY H. FULBRIGHT, Individually

x Cheryl D. Fulbright
CHERYL FULBRIGHT, Individually

LENDER

x Angela Long for AmSouth Bank
Authorized Officer

STATE MS.-DESOTO CO. *me*
me

MAR 15 3 26 PM '04 *P*

BK 1945 PG 41
W.C. DAVIS CH. CLK.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
)
COUNTY OF DeSoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of July, 2004, within my jurisdiction, the within named **BOBBY H. FULBRIGHT and CHERYL FULBRIGHT**, 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.

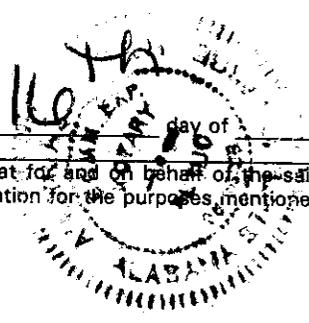
[Signature]
NOTARY PUBLIC
My Commission Expires: 9-20-05

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Large) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of July, 2004, within my jurisdiction, the within named Bonnie Hayes Amsouth Bank 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: June 25, 2006



SCHEDULE "A"

THE LAND DESCRIBED BELOW SITUATED IN THE CITY OF OLIVE BRANCH COUNTY OF DESOTO STATE OF MISSISSIPPI:

TEN (10) ACRES, MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN IN THE SOUTH RIGHT OF WAY OF LINE OF MISSISSIPPI HIGHWAY 304 AND ON THE ONE-HALF SECTION LINE OF SAID SECTION 5, SAID IRON PIN BEING 40 FEET SOUTH OF THE CENTER LINE OF SAID HIGHWAY 304; THENCE SOUTH 0 DEG. 52 MIN. EAST ALONG THE ONE-HALF SECTION LINE A DISTANCE OF 1,237.00 FEET TO A POINT; THENCE WEST A DISTANCE OF 352.14 FEET TO A POINT; THENCE NORTH 0 DEG. 52 MIN. WEST A DISTANCE OF 1,237.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY 304; THENCE EAST ALONG THE RIGHT OF WAY LINE A DISTANCE OF 352.14 FEET TO THE POINT OF BEGINNING; AND CONTAINING 10 ACRES, MORE OR LESS.

AND

FIVE AND ONE-HALF ACRES, MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3, SOUTH RANGE 6 WEST, DESCRIBED AS BEGINNING AT A POINT 1,277 FEET SOUTH OF A NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5 (AT THE SOUTHEAST CORNER OF THE FULBRIGHT TEN ACRES AS DESCRIBED ION BOOK 167, PAGE 113), THEN SOUTH ON THE HALF SECTION LINE 678.75 FEET TO THE NORTHEAST CORNER OF THE SNYDER TRACT. THENCE WEST ON SNYDER'S NORTH LINE 352.14 FEET TO THE SOUTHEAST CORNER OF THE MCLEOD 10 ACRES, (BOOK 114, PAGE 469), THENCE NORTH ON MCLEOD AND BOATWRIGHT'S EAST LINE, 678.75 FEET TO THE SOUTHWEST CORNER OF THE FULBRIGHT TRACT. THENCE EAST ON FULBRIGHT TRACT. THENCE EAST ON FULBRIGHT'S SOUTH LINE 352.14 FEET TO THE POINT OF BEGINNING.

KNOWN: 7435 304 HWY

PARCEL: 3 06 3 05 00 0 00007 00

ILS QuickClose Lien Protection Insurance Certificate

BK 1945PG0044

St Paul Medical Liability Insurance Company

Administrative Office

5801 Smith Avenue

Baltimore, Maryland 21269

CERTIFICATE REFERRING TO HOME EQUITY MORTGAGE INTEREST PROTECTION POLICY NO. SY2299-24 ISSUED TO AMSOUTH BANK FOR LOANS SERVICED BY INTEGRATED LOAN SERVICES.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy referred to above. For full terms of the policy, the holder may contact the Named Service Provider: Integrated Loan Services, 31 Inwood Road, Rocky Hill, CT, 06067.

Loss notices must comply with the policy provisions. Contact Integrated Loan Services for full provisions of policy.

Mortgage Amount: \$46,050.00 **Loan Number:** 20040120946320
Borrower(s): FULBRIGHT, BOBBY HILS **Number:** E0361568
Borrower 2: FULBRIGHT, CHERYL
Property Address: 7435 304 HWY
City and State: OLIVE BRANCH, MS
Date of Mortgage: 01/16/2004 **Term:** Life of Loan

Coverage

This is to certify that the policy of insurance has been issued to AMSOUTH BANK for loans serviced by Integrated Loan Services reported to the St Paul Medical Liability Insurance Company (the "Company") during the period of Jul 1 2003 12:00AM to Dec 1 2020 12:00AM as per the policy provisions. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy and related endorsements.

Description of Coverage

The Home Equity Mortgage Interest Protection Policy (the "Policy") is made by and between St Paul Medical Liability Insurance Company (the "Company") and AMSOUTH BANK (the "Named Insured") with respect to loans originated by the Named Insured or it's designated agent and serviced by Integrated Loan Services (the "Named Service Provider"). This Policy provides insurance coverage indemnifying the Named Insured against loss sustained by the Named Insured caused or occasioned by an act or omission of the Borrower, whether fraudulent or not, or the Named Service Provider, including a failure to disclose a lien or mortgage position secured by Borrower's property, whether such failure to disclose is intentional or unintentional and whether such defect is known or unknown to the borrower at the time of execution. The insurance coverage afforded by the Policy for each Home Equity Mortgage for which the premium is paid and reported to the Company on the monthly reporting form is subject to the terms, conditions exceptions, limitations, exclusions and stipulations set forth in the related Policy.

STANDARD ENDORSEMENTS:

(Subject to a prior credit default and substantiated actual or pending loss)

- 1. Foreclosure is Not Required:** The policy does not require foreclosure as the sole proof of loss mechanism. One alternative to foreclosure is to have the mortgage judicially determined to either not fully encumber the collateral or not be enforceable. While the term judicially indicates that a court would make such determination, it is the position of the insurance company to allow other formal determinations by a third party or to accept proof of a pending loss by review of the lender's charge off analysis as reasonable alternatives.
- 2. Gap Recording Coverage:** Claims arising out of liens filed between the date of execution and recordation are covered. Insurance is effective from the date and time of closing until the loan/line is paid off or canceled.
- 3. Credit Report Coverage:** In the event that a credit report erroneously shows a debt as unsecured rather than secured and a loan is originated relying on such report, any claim arising out of the loss of the pre-selected mortgage position is covered.
- 4. Stated Ownership Coverage:** The Company insures against a loss sustained or incurred by the insured by reason of erroneous or incomplete fee simple title to the estate or interest as stated by the borrower or reported to the lender prior to closing, including the invalidity or unenforceability of the lien on the insured mortgage upon the title to the property.