

BK 2035 PG 0374

STATE MS.-DESOTO CO.

JUL 26 9 55 AM '04

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

BK 2035 PG 374
M. DAVIS CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2004-1171123040

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This Modification of Deed of Trust prepared by:

VERNITA BROWN
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 28, 2004, is made and executed between JOHN S. BRYANT, whose address is 1720 NOTTINGHAM DR, SOUTHAVEN, MS 33761 and PAMELIA J. BRYANT, A/K/A PAM BRYANT, whose address is 1720 NOTTINGHAM DR, SOUTHAVEN, MS 38761; 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 June 6, 2002 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON 06/19/02 IN BK 1520 PAGE 0161 IN DESOTO COUNTY AND MODIFIED ON 06/28/04.

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

TRACT 3A, NOTTINGHAM ESTATES SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 1720 NOTTINGHAM DR, SOUTHAVEN, MS 38761.

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 \$100000 to \$263000.

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, 2004.

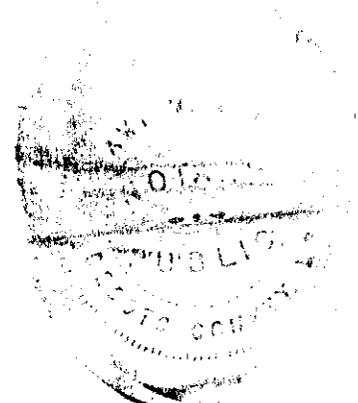
GRANTOR:

x John S. Bryant
JOHN S. BRYANT

x Pamela J. Bryant
PAMELIA J. BRYANT

LENDER:

x Sheila Cook
Authorized Officer



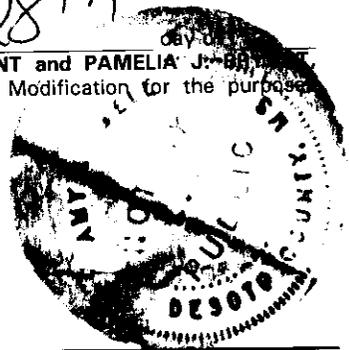
MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ms)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of June, 2004, within my jurisdiction, the within named JOHN S. BRYANT and PAMELIA J. BRYANT, 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.

Amy M. Gull
NOTARY PUBLIC
My Commission Expires: 9/06



LENDER ACKNOWLEDGMENT

STATE OF Ms)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of June, 2004, within my jurisdiction, the within named 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.

Amy M. Gull
NOTARY PUBLIC
My Commission Expires: 9/06

