

3/18/05 11:10:00
BK 2,218 PG 522
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Union Planters Bank NA
Southaven Main Branch
8819 Northwest Drive
Southaven, MS 38671

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
565 Marriott Drive
Nashville, TN 37214

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

UNION PLANTERS BANK NA
UNION PLANTERS BANK NA
565 MARRIOTT DR
NASHVILLE, TN 37214

NOTE TO CHANCERY CLERK: RANCH MEADOWS LOT 32, WALLS, MS.

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated May 13, 2005, is made and executed between between RICHARD W GEHRETT JR, whose address is 8420 SADDLEBROOK TRAIL, OLIVE BRANCH, MS 38654 ("Grantor") and Union Planters Bank NA, whose address is Southaven Main Branch, 8819 Northwest Drive, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 26, 2005 (the "Deed of Trust") which has been recorded in DE SOTO County, State of Mississippi, as follows:

RECORDED FEBRUARY 9, 2005 BK 2,157 PG 265 DESOTO COUNTY REGISTER'S OFFICE.

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

See ATTACHED 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 RANCH MEADOWS LOT 32, WALLS, MS 38680.

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

TO INCREASE PRINCIPAL AMOUNT TO \$139,200.00.

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 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.

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 MAY 13, 2005.

GRANTOR:

x *Richard W Gehrett Jr.*
RICHARD W GEHRETT JR

LENDER:

UNION PLANTERS BANK NA

x *BWJ*
Authorized Officer

JP
399
J.B. MS
38654-0399

MODIFICATION OF DEED OF TRUST
(Continued)

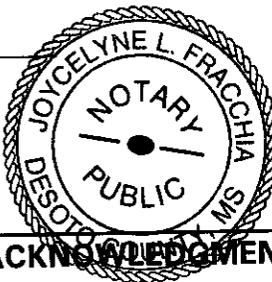
Loan No: 2000104091

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 13th day of May, 2005, within my jurisdiction, the within named **RICHARD W GEHRETT JR.**, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Joycelyne L. Fracchia
NOTARY PUBLIC
My Commission Expires:
1-9-09



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 13th day of May, 2005, within my jurisdiction, the within named Bill Freeman a Bill Freeman 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.

Joycelyne L. Fracchia
NOTARY PUBLIC
My Commission Expires:
1-9-09

