

10/10/05 8:25:06  
BK 2,324 PG 644  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:  
Regions Loan Servicing Release  
P O Box 4897  
Montgomery, AL 36103

3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

MARK K EDWARDS  
REGIONS BANK  
7744 POPLAR AVE  
GERMANTOWN, TN 38138  
(800) 734-4667

NOTE TO CHANCERY CLERK: SW 1/4 of NW 1/4 of Section 26, Township 1 South, Range 7



MODIFICATION OF DEED OF TRUST



\*DOC4754050000405031810800000\*

THIS MODIFICATION OF DEED OF TRUST dated September 16, 2005, is made and executed between between HAROLD R TRUSTY, whose address is 4135 HILLSDALE DR, OLIVE BRANCH, MS 38654-8199 and JUNE M TRUSTY, whose address is 4135 HILLSDALE DR, OLIVE BRANCH, MS 38654-8199; HUSBAND AND WIFE ("Grantor") and REGIONS BANK, whose address is GERMANTOWN, 7744 POPLAR AVE, GERMANTOWN, TN 38138 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 15, 2004 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

Deed of Trust Recorded 11 29 2004 in Book #2114, Page #189, DeSoto County, Mississippi.

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 4135 HILLSDALE DR, OLIVE BRANCH, MS 38654-8199.

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

Note in the principal amount of \$50,000.00, representing New Money \$15,000.00, due New Maturity Date 9 16 2010.

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 SEPTEMBER 16, 2005.

GRANTOR:

x HAROLD R TRUSTY

x JUNE M TRUSTY

LENDER:

REGIONS BANK  
x Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

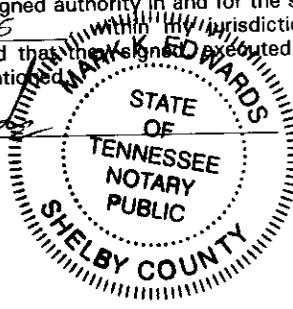
Loan No: 40500004050318108

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of September, 2005, within my jurisdiction, the within named **HAROLD R TRUSTY and JUNE M TRUSTY, 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.

Mark K Edwards  
NOTARY PUBLIC



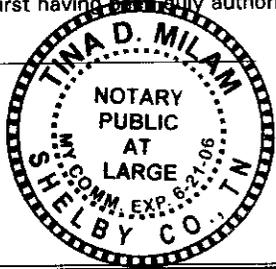
My Commission Expires:  
07-14-09

LENDER ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19th day of September, 2005, within my jurisdiction, the within named Mark Edwards 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.

Tina D. Milam  
NOTARY PUBLIC



My Commission Expires:  
6-27-06

## Exhibit A

This is Exhibit A as referred to in the Modification of Deed of Trust dated September 16, 2005 between Harold R. Trusty and June M. Trusty and Regions Bank.

**Full Legal Description:**  
 EXHIBIT "A" 5.00 ACRES, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS BEGINNING AT A POINT IN THE CENTER LINE OF HILLSDALE ROAD AT 660 FEET EAST OF THE CENTER LINE OF MALONE ROAD, AS MEASURED ALONG THE CENTER LINE OF HILLSDALE ROAD, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THIS 5.00 ACRE PARCEL OF LAND; THENCE EASTWARDLY ALONG THE CENTER LINE OF HILLSDALE ROAD 330 FEET TO A POINT; THENCE SOUTHWARDLY AND PARALLEL TO MALONE ROAD A DISTANCE OF 660 FEET TO A POINT; THENCE WESTWARDLY AND PARALLEL TO HILLSDALE ROAD A DISTANCE OF 330 FEET TO A POINT; THENCE NORTHWARDLY AND PARALLEL TO MALONE ROAD A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO HAROLD RAY TRUSTY JUNE MARIE TRUSTY HUSBAND AND WIFE TENANTS BY THE ENTIRETY WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM HAROLD RAY TRUSTY JUNE MARIE TRUSTY HUSBAND AND WIFE RECORDED 02/04/2002 IN DEED BOOK 411 PAGE 67, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. TAX ID# 1-07-7-26-00-0-00008-00

  
 Harold R Trusty

  
 June M Trusty