

6603489-57504

10/31/05 11:28:36
BK 2,340 PG 620
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Trustmark National Bank
Germantown Main Office
P O Box 38989
Germantown, TN 38183-0989

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P O Box 38989
Germantown, TN 38183-0989

SEND TAX NOTICES TO:

Mark J. Matz
Sara K. Matz
5610 Forest Hill Irene Road
Memphis, TN 38125

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

David Newsom, Vice President
Trustmark National Bank
P O Box 38989
Germantown, TN 38183-0989
(901) 309-6222

NOTE TO CHANCERY CLERK: DeSoto County.

MODIFICATION OF DEED OF TRUST



9040

THIS MODIFICATION OF DEED OF TRUST dated September 15, 2005, is made and executed between between Mark J. Matz and Sara K. Matz; his Wife ("Grantor") and Trustmark National Bank, whose address is Germantown Main Office, P O Box 38989, Germantown, TN 38183-0989 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 27, 2004 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded in the Chancery Clerk's Office of DeSoto County, Mississippi in Book 2068, page 560.

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 30 Acres at 5610 Forest Hill-Irene Road, MS.

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

The maturity date of the note secured by the above described Deed of Trust shall be extended to December 15, 2005. The interest rate shall be fixed 6.75%. All other terms will remain the same.

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 15, 2005.

GRANTOR:

x Mark J. Matz
Mark J. Matz

x Sara K. Matz
Sara K. Matz

LENDER:

TRUSTMARK NATIONAL BANK
x David Newsom, v.p.
Authorized Officer

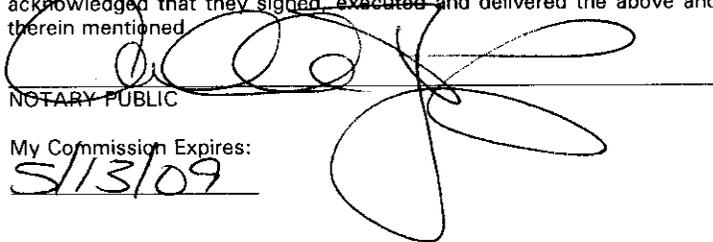
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6603989-57504

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Shelby)

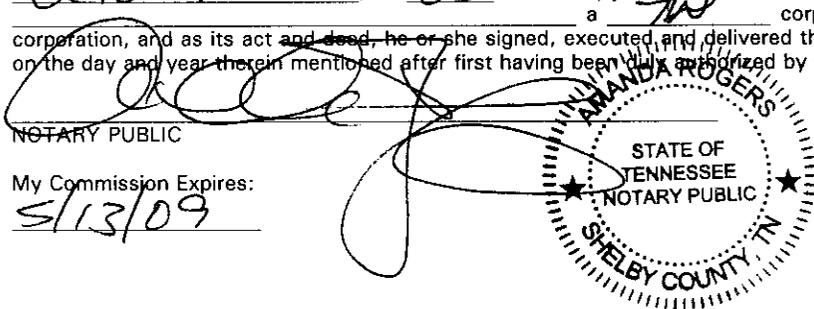
Personally appeared before me, the undersigned authority in and for the said County and State, on this 27th day of October, 2005, within my jurisdiction, the within named **Mark J. Matz and Sara K. Matz, his Wife**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.


NOTARY PUBLIC
My Commission Expires: 5/13/09

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 27th day of October, 2005, within my jurisdiction, the within named TW 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.


NOTARY PUBLIC
My Commission Expires: 5/13/09

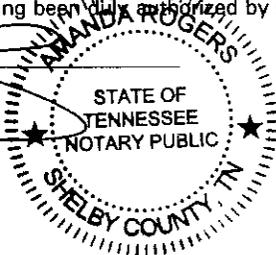


Exhibit A

Land situated in DeSoto County, Mississippi:

Parcel I - Fee Parcel

Part of the Gilmer Property as described in Book 204, Page 558, in DeSoto County, Mississippi:

Beginning at an iron pin found in Forest Hill Irene Road, also being in the west line of Section 17, Township 1 South, Range 5 West, being 4611.84 feet south of the physical centerline of Holmes Road; thence North 89 degrees 58 minutes 35 seconds East a distance of 1968.98 feet to an iron pin found, said iron pin being in the west line of the Manning Trust property as described in Book 297, Page 566 (Tract II) in DeSoto County, Mississippi; thence South 06 Degrees 27 minutes 26 seconds West along the said west line a distance of 459.20 feet to an iron pin found; said iron pin being in a north line of the Robinson property as described in Book 247, Page 56 in DeSoto County, Mississippi; thence North 88 Degrees 58 Minutes 38 seconds West along the said north line a distance of 1961.11 feet (dead - 1980 feet more or less) to an iron pin found, said iron pin being in the west line of Section 17, Township 1 South, Range 5 West and an east line of the Robinson property, thence North 00 Degrees 13 Minutes 40 Seconds West along the west line of Section 17 a distance of 656.46 feet to the point of beginning; and

Parcel II- Easement

Across Part of the Dunston property as described in Book 332, Page 455 in DeSoto County, Mississippi:

Beginning at an iron pin set in Forest Hill Irene Road, also being in the west line of Section 17, Township 1 South, Range 5 West at the Accepted Mississippi-Tennessee State Line being 4109.91 feet (dead - 4128 feet more or less) South of the physical centerline of Holmes Road; thence North 89 Degrees 38 Minutes 29 Seconds East along the north line of Parcel 1B a distance of 50.00 feet to a point; thence South 00 Degrees 13 Minutes 40 Seconds East parallel with the west line of Section 17, Township 1 South, Range 5 West, a distance of 504.23 feet to a point in the north line of Parcel 2; thence South 88 Degrees 58 minutes 35 seconds West along the north line of Parcel 2, a distance of 50.00 feet to an iron pin set, said iron pin being in the west line of Section 17, Township 1 South, Range 5 West and in the east line of the Robinson property as described in Book 247, Page 56; thence North 00 degrees 13 minutes 40 seconds West along the west line of Section 17, Township 1 South, Range 5 West a distance of 501.93 feet to the point of beginning.

Indexing instructions are as follows: The property is located in the southwest quarter of Section 17, Township 1 south, range 5 west.