

5/26/06 12:09:25
BK 2,481 PG 171
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:



Record and Return To:
Fiserv Lending Solutions
600A N. John Rhodes Blvd
Melbourne, FL 32934

DOYLE, JOSHUA M

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20041091105260
070900294457

This Modification of Deed of Trust prepared by:

LaQuetta Smoot
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 May 9, 2006, is made and executed between between JOSHUA M DOYLE, whose address is 7803 WINDERSGATE CIR, OLIVE BRANCH, MS 386541256 and ASHLEY DOYLE, whose address is 7803 WINDERSGATE CIR, OLIVE BRANCH, MS 386541256; husband and wife ("Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 22, 2002 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED: 4-10-2002 BK 2480 PG 172
RECORDED 11-25-2003 BK 2487 PG 172 MODIFIED 04-19-2005
RECORDED 05-12-2005 BK 2486 PG 178

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 7803 WINDERSGATE CIR, OLIVE BRANCH, MS 386540000.

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 \$73000 to \$86500.

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 MAY 9, 2006.

GRANTOR:

X 
JOSHUA M DOYLE

X 
ASHLEY DOYLE

LENDER:

AMSOUTH BANK
X 
Authorized Officer

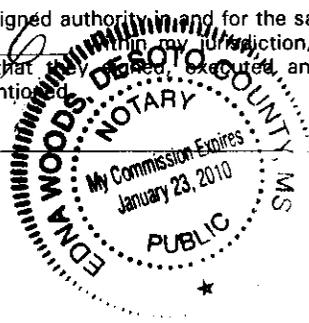
MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of July, 2008, within my jurisdiction, the within named **JOSHUA M DOYLE and ASHLEY DOYLE**, husband and wife, who acknowledged that they read, executed, and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

[Signature]
NOTARY PUBLIC



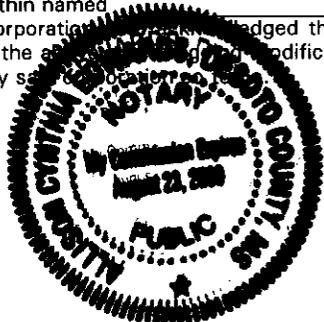
My Commission Expires:

LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of July, 2008, within my jurisdiction, the within named [Signature] a [Signature] corporation, who 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.

[Signature]
NOTARY PUBLIC



My Commission Expires:
August 23, 2009

SCHEDULE "A"

**THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:**

**LOT 57, SECTION "D" GERMANWOOD PLANTATION SUBDIVISION IN SECTION
21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AS PER
PLAT THEREOF RECORDED IN PLAT BOOK 46, PAGE 10, I THE OFFICE OF THE
CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.**

KNOWN: 7803 WINDERSGATE CIRCLE

INDEXING INSTRUCTIONS:

**LOT 57, SECTION "D" GERMANWOOD PLANTATION SUBDIVISION IN SECTION
21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI.**