

8/14/06 11:16:38
BK 2,540 PG 608
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

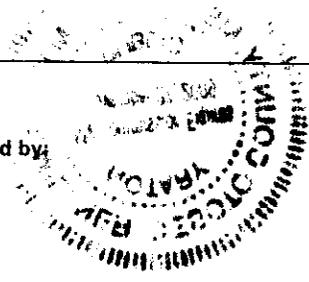
WHEN RECORDED MAIL TO:



Record and Return To:
Fiserv Lending Solutions
600-A N John Rodes Blvd.
MELBOURNE, FL 32934

AmSouth 205-560-3153
20061931349310
070900537970

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



This Modification of Deed of Trust prepared by:
Cathy Bullock
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 July 21, 2006, is made and executed between between WILLIAM P HAYS, whose address is 7617 CHERRY VALLEY BLVD, SOUTHAVEN, MS 38671 and GLENNA R HAYS, aka GLENNA RUTH HAYS whose address is 7617 CHERRY VALLEY BLVD, SOUTHAVEN, MS 38671; 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 April 28, 2004 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON MAY 21, 2004 IN THE OFFICE OF CLERK OF CHANCERY COURT FOR DESOTA COUNTY IN BOOK 1993 PAGE 592.

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 7617 CHERRY VALLEY BLVD, SOUTHAVEN, MS 38671.

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 \$60000 to \$70000.

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 JULY 21, 2006.

GRANTOR:

x William P. Hays
WILLIAM P HAYS

x Glenna R. Hays
GLENNA R HAYS

LENDER:

AMSOUTH BANK

x Cathy Bullock
Authorized Officer

Fiserv e

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF De Soto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of July, 2006, within my jurisdiction, the within named **WILLIAM P HAYS** and **GLENN R HAYS**, 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.

Mary M. Mill
NOTARY PUBLIC

My Commission Expires:



MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 27, 2009
BONDED THRU STEGALL NOTARY SERVICE

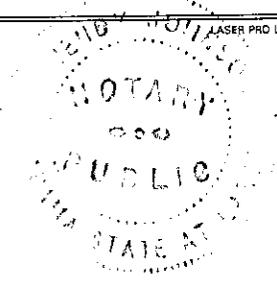
LENDER ACKNOWLEDGMENT

STATE OF Al)
) SS
COUNTY OF State @ Large)

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 20____, within my jurisdiction, the within named _____ 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.

Wendy Johnson
NOTARY PUBLIC

My Commission Expires:
WENDY JOHNSON
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: DEC. 14, 2008



SCHEDULE "A"

THE PROPERTY HEREINAFTER DESCRIBED, LYING AND BEING SITUATED IN THE STATE OF MISSISSIPPI, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2668, SECTION M. SOUTHAVEN WEST SUBDIVISION, SITUATED IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 52-53, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 7617 CHERRY VALLEY BLVD

PARCEL: 1 08 8 27 05 0 02668 00

INDEXING INSTRUCTIONS: LOT 2668, SECTION M, SOUTHAVEN WEST SUBDIVISION IN DESOTO COUNTY, MISSISSIPPI.