

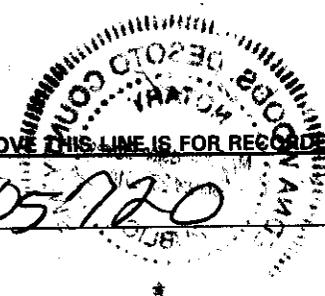
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600-A N John Rodes Blvd.
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2006 227165 0420/070900505720



This Modification of Deed of Trust prepared by:
Nicci Ragland
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 August 26, 2006, is made and executed between DOROTHY C CROSS, A/K/A DOROTHY CLAIR CROSS, whose address is 260 BAILEY RD, NESBIT, MS 386519492 and GORDON D CROSS, A/K/A GORDON DEWAYNE CROSS, whose address is 260 BAILEY RD, NESBIT, MS 386519492; wife and husband ("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 December 19, 2003 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDING DATE 01-09-2004, DESOTO COUNTY, BOOK 190 PAGE 636.

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 if fully set forth herein.

The Real Property or its address is commonly known as: 260 BAILEY RD, NESBIT, MS 38651000.

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 \$136000 to \$165000.

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 AUGUST 26, 2006.

GRANTOR:

Dorothy C. Cross
DOROTHY C CROSS

x *Gordon D. Cross*
GORDON D CROSS

LENDER:

AMSOUTH BANK
Adna Reed
Authorized Officer

Adna Reed

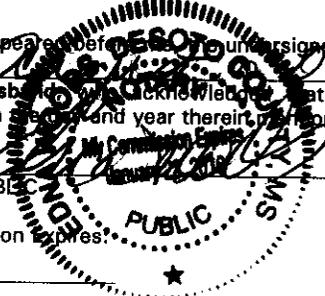
MODIFICATION OF DEED OF TRUST
(Continued)

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 26th day of August, 2006, within my jurisdiction, the within named DOROTHY C CROSS and GORDON D CROSS, wife and husband of each other, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on this day and year therein mentioned.

NOTARY PUBLIC
My Commission Expires: _____

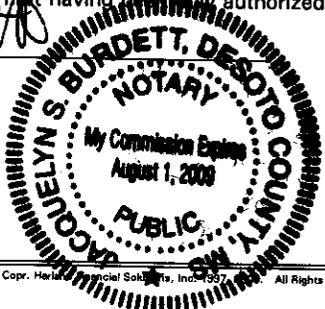


LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of August, 2006, within my jurisdiction, the within named Frank Woods a Frank Woods 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: Aug 1, 2009



SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT COMMONLY ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION A DISTANCE OF 1190.24 FEET TO A POINT; THENCE RUN DUE NORTH A DISTANCE OF 250.30 FEET TO A HALF-INCH STEEL BAR, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF BAILEY ROAD (50 FEET WIDE) AND ALSO THE POINT OF BEGINNING; THENCE RUN NORTH 42 DEGREES 19 MINUTES 52 SECONDS EAST A DISTANCE OF 514.76 FEET TO A HALF-INCH STEEL BAR; THENCE SOUTH 48 DEGREES 27 MINUTES 35 SECONDS EAST A DISTANCE OF 74.56 FEET TO A HALF-INCH STEEL BAR; THENCE SOUTH 00 DEGREES 33 MINUTES 57 SECONDS EAST A DISTANCE OF 580.66 FEET TO A HALF-INCH STEEL BAR; THENCE NORTH 89 DEGREES 57 MINUTES 07 SECONDS WEST A DISTANCE OF 57.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BAILEY ROAD (50 FEET WIDE); THENCE NORTH 57 DEGREES 16 MINUTES 51 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 100.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHWESTERLY A DISTANCE OF 108.66 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, A CURVE WITH A RADIUS OF 818.74 FEET TO A POINT; THENCE RUN NORTH 52 DEGREES 34 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 223.87 FEET TO THE POINT OF BEGINNING CONTAINING 3.35 ACRES. BEARINGS ARE BASED ON TRUE NORTH AS DETERMINED BY SOLAR OBSERVATION. SAID PROPERTY BEING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.

KNOWN: 260 BAILEY RD
PARCEL: 207419000003004

INDEXING INSTRUCTIONS:

SECTION 19, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI