

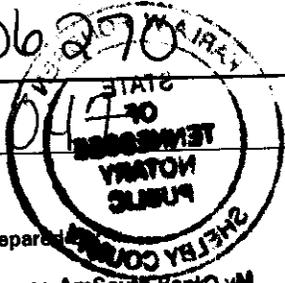


KIESEL, CHARLES

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

200702 9/20/07 270

133000/00



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by
Brittany Walker
Regions Bank, doing business as 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 February 7, 2007, is made and executed between between CHARLES KIESEL, whose address is 13080 BRAYBOURNE CROSS, OLIVE BRANCH, MS 38654; CYNTHIA M KIESEL, A/K/A CYNTHIA KIESEL, whose address is 13080 BRAYBOURNE CROSS, OLIVE BRANCH, MS 38654; husband and wife ("Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is Hickory Ridge Office, 5969 Winchester Road, Memphis, TN 38115 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 23, 2005 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON 07-20-2005 IN THE OFFICE OF THE CLERK OF CHANCERY COURT FOR DESOTO COUNTY, MISSISSIPPI IN OFFICIAL RECORDS BOOK 2263 AND PAGES 141-148.

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 13080 BRAYBOURNE CROSS, OLIVE BRANCH, MS 38654.

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

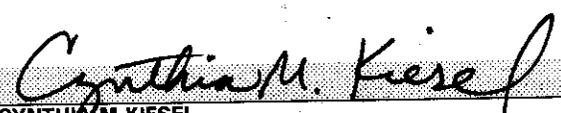
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$20,325 to \$30,325.

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 FEBRUARY 7, 2007.

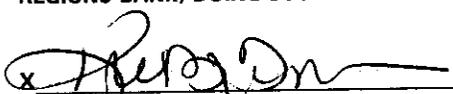
GRANTOR:

X 
CHARLES KIESEL

X 
CYNTHIA M KIESEL

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN)
COUNTY OF Shelby) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 07 day of Feb, 20 07, within my jurisdiction, the within named CHARLES KIESEL and CYNTHIA M KIESEL 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.

[Signature]
NOTARY PUBLIC

My Commission Expires:
10-31-07



My Comm. Expires
October 31, 2007

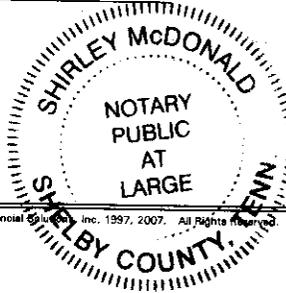
LENDER ACKNOWLEDGMENT

STATE OF TN)
COUNTY OF Shelby) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7th day of Jan, 20 07, within my jurisdiction, the within named Karla Jordan a [blank] 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.

[Signature]
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES:
October 6, 2007



H046FJ2X

SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 109, SECTION A, BRAYBOURNE SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGES 32-33, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 13080 BRAYBOURNE CROSS

INDEXING INSTRUCTIONS:

LOT 109, SECTION A, BRAYBOURNE SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI.