

3/14/07 10:36:00  
EK 2,679 PG 387  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Trustmark National Bank  
Hernando Main Office  
2510 Highway 51 South  
Hernando, MS 38632

**WHEN RECORDED MAIL TO:**

Trustmark National Bank  
Attn: Loan Operations  
P O Box 1182  
Jackson, MS 39205

**SEND TAX NOTICES TO:**

Longview Heights Baptist Church, a Mississippi Non-Profit  
Corporation  
4501 Goodman Road  
Olive Branch, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**This Modification of Deed of Trust prepared by:**

Harvey Ferguson, President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 895-2955

**NOTE TO CHANCERY CLERK:** NW 1/4 and NE 1/4 of Section 35, T1S, R7W, Olive Branch, DeSoto County, MS.

**MODIFICATION OF DEED OF TRUST**



9040

**THIS MODIFICATION OF DEED OF TRUST** dated February 24, 2007, is made and executed between between Longview Heights Baptist Church, Inc., a MS Non-Profit Corp. ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 24, 2005 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded March 9, 2005 in the Office of the Chancery Clerk in Book 2,172 at Page 528.

**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 4501 Goodman Road, Olive Branch, MS 38654.

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

The maturity date of the Note and the above described Deed of Trust shall be extended to July 15, 2017; said note shall be payable as follows:

**CONSTRUCTION LOAN PHASE:** Accrued interest to be payable monthly beginning March 16, 2007, with the remaining principal and interest to be converted to a permanent loan at the maturity of the Construction Loan Phase on July 16, 2007.

**PERMANENT LOAN PHASE:** Loan to be paid in 120 monthly installments with payment to be calculated at 6.18% and a 300 month amortization. Said monthly payments to begin on the 15th day of August, 2007, and on the same day of each month thereafter to be applied first to interest on the unpaid balance and then to principal until July 15, 2017, when the unpaid balance and any accrued interest shall be due and payable in full.

**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 24, 2007.**

**GRANTOR:**

**LONGVIEW HEIGHTS BAPTIST CHURCH, A MISSISSIPPI NON-PROFIT CORPORATION**

By: Joe K. Stewart  
Joe K. Stewart, President of Longview Heights Baptist Church, a Mississippi Non-Profit Corporation

By: Donald Jarnagin  
Donald Jarnagin, Vice President of Longview Heights Baptist Church, a Mississippi Non-Profit Corporation

By: Jimmy Heyman  
Jimmy Heyman, Secretary/Treasurer of Longview Heights Baptist Church, a Mississippi Non-Profit Corporation

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 10470979-51475

LENDER:

TRUSTMARK NATIONAL BANK

x Stanley H. Ferguson  
Authorized Officer

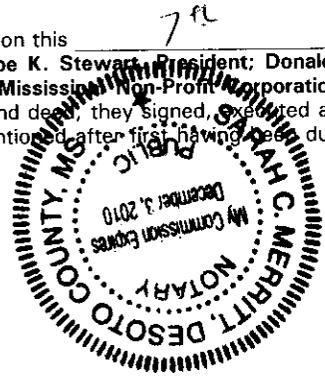
CORPORATE ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7<sup>th</sup> day of March, 2007, within my jurisdiction, the within named Joe K. Stewart, President; Donald Jarnagin, Vice President; and Jimmy Heyman, Secretary/Treasurer of Longview Heights Baptist Church, a Mississippi Non-Profit Corporation, a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, they 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.

SAHAH C. MERRITT  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



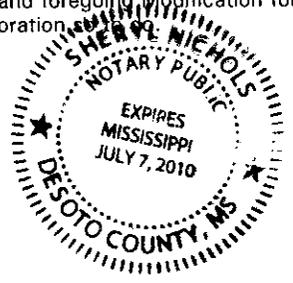
LENDER ACKNOWLEDGMENT

STATE OF ms. )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8<sup>th</sup> day of March, 2007, within my jurisdiction, the within named Harvey S. Ferguson Jr. 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.

Sherrie Nichols  
NOTARY PUBLIC

My Commission Expires:  
7/7/10



## EXHIBIT A

## Tract I

5.42 acres in the Northwest Quarter of Section 35, Township 1, Range 7 described as beginning in an iron pipe corner in the South line of Goodman Road, said point being 40.0 feet South of the center line of said road as measured perpendicular thereto and 2,315 feet East of the center line of Malone Road, same being the West line of Section 35 as said distance East is measured along the South line of Goodman Road; thence Eastwardly along the South line of Goodman Road 325 feet to an iron pipe corner; thence Southwardly and perpendicular to Goodman Road 726 feet to an iron pipe corner; thence Westwardly in parallel with Goodman Road 325 feet to an iron pipe corner; thence Northwardly 726 feet to the point of beginning, LESS AND EXCEPT 2.42 acres in the Northwest Quarter of Section 35, Township 1, Range 7 described as commencing at the point of intersection of the center line of Malone Road with the South line of Goodman Road; thence Eastwardly along the South line of Goodman Road the same being 40 feet South of the center line of said road a distance of 2,640 feet to a point; thence Southwardly and perpendicular to Goodman Road 402.09 feet to a point of beginning of hereinafter described tract; thence from point of beginning run South along the line which is perpendicular to Goodman Road 323.91 feet to a point; thence Southwardly and parallel with Goodman Road a distance of 325 feet to a point; thence Northwardly along the line perpendicular to Goodman Road a distance of 323.91 feet to a point; thence Eastwardly parallel with Goodman Road 325 feet to the point of beginning. The tract described herein totals in the aggregate 3.0 acres.

Also Less & Except 0.55 acres conveyed to the Mississippi State Highway Commission in Book 250, Page 284.

Tract II

2.42 acres in the Northwest Quarter of Section 35, Township 1 South, Range 7 West, DeSoto County, Mississippi being described as commencing at the point of intersection of the center line of Malone road with the South line of Goodman Road; thence Eastwardly along the south line of Goodman road the same being 40 feet South of the center line of said road a distance of 2640 feet to a point; thence southwardly and perpendicular to Goodman Road 402.09 feet to a point of beginning of hereinafter described tract; thence from the point of beginning run South along the line which is perpendicular Goodman Road 323.91 feet to a point; thence Southwardly and parallel with Goodman Road a distance of 325 feet to a point; thence Northwardly along the line perpendicular to Goodman Road a distance of 323.91 feet to a point; thence Eastwardly parallel with Goodman Road 325 to the point of beginning.

## EXHIBIT A (con't)

Tract III

5.42 acres situated in the Northwest Quarter of the Northeast Quarter of Section 35, Township 1, Range 7 West, DeSoto County, Mississippi, being more particularly described as BEGINNING at the northeast corner of a lot deeded to Longview Heights Baptist Church as shown in Deed Book 83, Page 560, at the Chancery Court Clerk's Office, DeSoto County, Mississippi, said point being an iron pipe located on the south line of Goodman Road and 2,640 feet east of the west line of Section 35, Township 1, Range 7 West; thence south 5 degrees 30 minutes east along east line of said Longview Heights Baptist Church lot a distance of 746.10 feet to a point; thence north 84 degrees 30 minutes east a distance of 280.3 feet to a point in drainage ditch; thence north 8 degrees 48 minutes east in said drainage ditch a distance of 749.59' to a point on the south line of said Goodman Road; thence south 84 degrees 30 minutes west along south line of said Goodman Road a distance of 352.6 feet to the point of beginning, containing an area of 5.42 acres, more or less.

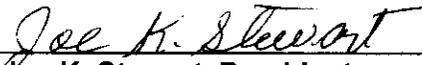
Tract IV

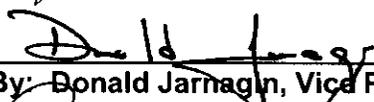
Legal description of a 22.71, more or less acre tract of land, being located in part of the Northwest Quarter of the Northeast Quarter of Section 35, Township 1 South, Range 7 West, Olive Branch, DeSoto County, Mississippi, and being more particularly described as follows:

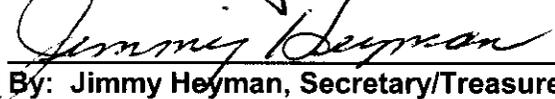
Commencing at the Northwest Corner of Section 35, Township 1 South, Range 7 West; thence North 89 degrees 46 minutes 01 seconds East 2980.70 feet to point in Goodman Road (Mississippi Highway #302); thence South 00 degrees 03 minutes 02 seconds West 83.64 feet to point (46.09 East of a concrete right of way monument found and 52.99 feet West of a concrete right of way monument found); Also being the true point of beginning for the herein described tract; thence South 05 degrees 16 minutes 00 seconds West 706.71 feet to a fence rail found at a Southeast corner of the Longview Heights Baptist Church tract; thence North 89 degrees 57 minutes 46 seconds West 280.02 feet to a fence rail found at a Southeast corner of said tract; thence South 00 degrees 06 minutes 46 seconds West 532.06 feet to a 1/2" rebar found on the North line of the Carolyn S. Maddux, et al, Grantee tract; thence North 89 degrees 59 minutes 52 seconds East 981.10 feet to a 3/4" pipe found on the North line of said tract; thence North 00 degrees 21 minutes 33 seconds West 1240.62 feet to a 1/2" rebar set on the south right of way line of said Goodman Road; thence North 87 degrees 03 minutes 27 seconds West 70.48 feet to a concrete right of way monument found on the South line of said right of way; thence South 89 degrees 57 minutes 40 seconds West 400.17 feet to a concrete right of way monument found; thence South 84 degrees 11 minutes 30 seconds West 100.87 feet to a concrete right of way monument found; thence North 89 degrees 52 minutes 08 seconds West 52.99 feet to the point of beginning containing 22.71, more or less, acres (989,173, more or less square feet) of land being subject to all codes, regulations, subdivision covenants and revisions, easements and rights of way of record.

Signed for identification purposes on this the 24<sup>th</sup> day of February, 2007.

Longview Heights Baptist Church, Inc., a MS Non-Profit Corp.

  
By: Joe K. Stewart, President

  
By: Donald Jarnagin, Vice President

  
By: Jimmy Heyman, Secretary/Treasurer