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\* This document was prepared by Becky Wilkie, First Financial Bank MS, 310 East Main St, Senatobia, Mississippi 38668

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## MODIFICATION OF DEED OF TRUST

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is July 5, 2007. The parties and their addresses are:

**GRANTOR:**

**GUSTAFSON PROPERTIES, LLC**  
A Limited Liability Company  
P O Box 827  
Hernando, Mississippi 38632

**TRUSTEE:**

**CHRISTE' HARRIS LEECH**  
P O Box 71  
Tupelo, Mississippi 38802-0071

**LENDER:**

**FIRST FINANCIAL BANK**  
Organized and existing under the laws of Arkansas  
310 East Main St  
Senatobia, Mississippi 38668

Gustafson Properties, LLC

**1. BACKGROUND.** Grantor and Lender entered into a security instrument dated 03-16-2006 and recorded on 03-23-2006 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 2,435 Pages 311-315 and covered the following described Property:

*above*

*4*

A 1.9351 ACRE LOT AS PART OF THE McINGVALE TRACT IN PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 7 WEST IN DESOTO COUNTY, MISSISSIPPI.

February, 2006

Commencing at the Southwest Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 20, Township 3 South, Range 7 West, DeSoto County, Mississippi: Thence east 40.0 feet along said Quarter Section to a point in the west line of the Mississippi Highway Department Tract and in the east R.O.W. of McIngvale Road; Thence north 02 degrees 06 minutes east 340.8 feet along said west line of said Highway Department Tract to a point; Thence north 0 degrees 49 minutes east 765.9 feet along said west line to a concrete R.O.W. marker; Thence north 00 degrees 28 minutes east 469.2 feet along the east R.O.W. of said McIngvale Road to a 3 inch metal fence post, said point being the Point of Beginning of the 1.9351 acre tract herein described; Thence north 03 degrees 06 minutes west 517.78 feet along the east line of McIngvale Road to a point; Thence north 03 degrees 24 minutes west 76.83 feet to a point; Thence north 71 degrees 30 minutes east 60.0 feet to a point on the west R.O.W. line of I-55 Highway; Thence south 18 degrees 30 minutes east along said I-55 Highway west 607.15 feet to a 3/8 inch rebar set; Thence south 80 degrees 10 minutes west 241.1 feet to the Point of Beginning and containing 1.9351 acres, lying in the NW 1/4.

The property is located in Desoto County at 3400 McCracken Road, Hernando, Mississippi 38632.

**2. INDEXING INSTRUCTIONS.** Section 20, Township 3 South, Range 7 West, DeSoto Co MS

**3. MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated July 5, 2007, from Grantor to Lender, with a loan amount of \$354,054.50 and maturing on July 5, 2008.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**4. WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**5. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

Gustafson Properties, LLC

By *Douglas K. Gustafson*  
Douglas K. Gustafson, member

By *Kathy M. Gustafson*  
Kathy M. Gustafson, member

**LENDER:**

First Financial Bank

By *George Harris*  
George Harris

(Attest)

**ACKNOWLEDGMENT.**

(Business or Entity)

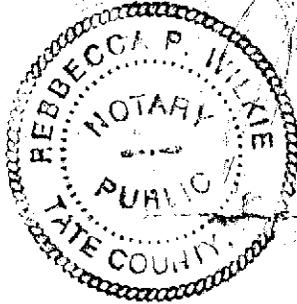
State Mississippi OF Tate County OF Tate ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of July, 2007, within my jurisdiction, the within named Douglas K Gustafson and Kathy M Gustafson, who acknowledged that he/she/they is/are member and member of Gustafson Properties, LLC a Limited Liability Company and that in said representative capacity he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

*Rebecca P. Wilkie*  
(Notary Public)

MY COMMISSION EXPIRES SEPT 1, 2009



(Lender Acknowledgment)

State OF Mississippi, County OF Tate ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of July, 2007, within my jurisdiction, the within named George Harris, who acknowledged that he/she/they is/are SR VICE-PRESIDENT of First Financial Bank, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

Rebecca P. Weimer  
(Notary Public)

MY COMMISSION EXPIRES SEPT 1, 2009

