

8/02/07 12:21:46
BK 2,765 PG 763
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

Peoples Bank, a Division of First Tennessee Bank National Association
Senatobia
207 East Main Street
Senatobia, MS 38668

8/09/07 9:43:47
BK 2,769 PG 367
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SEND TAX NOTICES TO:

Edna M. Holliday
Billy Wayne Holliday
9423 Hwy 304 West
Hernando, MS 38632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Lender Support and Development
Peoples Bank, a Division of First Tennessee Bank National Association
207 East Main Street
Senatobia, MS 38668
(662) 562-8236

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 26, 2007, is made and executed between between Edna M. Holliday, whose address is 9423 Hwy 304 West, Hernando, MS 38632 and Billy Wayne Holliday, whose address is 9423 Hwy 304 West, Hernando, MS 38632 ("Grantor") and Peoples Bank, a Division of First Tennessee Bank National Association, whose address is Senatobia, 207 East Main Street, Senatobia, MS 38668 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 9, 2003 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of September 9, 2003, in the original principal amount of Three Hundred and Twenty Three Thousand Six Hundred and Eighty Seven Dollars and No Cents (\$323,687.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated September 9, 2003 and filed of record on October 6, 2003 in Book 1842, Pages 0419 - 0426, Chancery Clerk's Office for DeSoto County, Mississippi.

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 9423 Hwy 304 West, Hernando, MS 38632.

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

WHEREAS, Borrower has this day executed to Lender a Note in the principal amount of Three Hundred and Twenty Six Thousand Three Hundred and Seventy Five Dollars and Ninety Two Cents (\$326,375.92) dated July 25, 2007 and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Note and all extensions, renewals, amendments, and modifications thereof, which will be secured by this Deed of Trust. The maturity date of the note is August 1, 2008, therefore, the maturity date of the this Deed will be August 1, 2008.

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 JULY 26, 2007.

GRANTOR:

x Edna M. Holliday
Edna M. Holliday

x Billy Wayne Holliday
Billy Wayne Holliday

LENDER:

PEOPLES BANK, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x [Signature]
Authorized Officer

Peoples
BK
alru

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 30045039

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Tate)

Personally appeared before me the undersigned authority in and for the said County and State, on this July day of 2007, within my jurisdiction, the within named Edna M. Holliday, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Baretha Hawkins
NOTARY PUBLIC
My Commission Expires: 2-11-11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Tate)

Personally appeared before me the undersigned authority in and for the said County and State, on this July day of 2007, within my jurisdiction, the within named Billy Wayne Holliday, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Baretha Hawkins
NOTARY PUBLIC
My Commission Expires: 2-11-11

LENDER ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Tate)

Personally appeared before me, the undersigned authority in and for the said County and State, on this July 26th day of 2007, within my jurisdiction, the within named People's Bank a State 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.

Ceta Morgan
NOTARY PUBLIC
My Commission Expires: 10-14-07

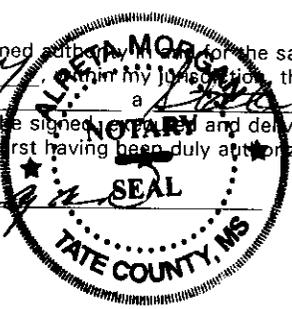


EXHIBIT "A"**TRACT I**

19.5 acres, in the northeast quarter of Section 16, Township 3, Range 9 West, described as BEGINNING at a point 40 feet south and 335.5 feet east of the northwest corner of the northeast quarter of Section 16, Township 3, Range 9 West, (which point is the northeast corner of the Edwin Wright Irby tract); thence with the south line of State Highway 304 East 335.5 feet to a stake; thence south 4 degrees 45' east 957.02 feet to a stake in the southwest corner of Dees 3 acre tract; thence north 84 degrees 24' east 456.08 feet to Dees southeast corner; thence south 4 degrees 45' east 945.48 feet to William Blount Irby, III's northeast corner; thence west 522.10 feet to Edwin Wright Irby's southeast corner; thence north 784.36 feet to a point; thence west 269.75 feet to a point; thence north 1,100 feet to the point of beginning and containing 19.5 acres.

TRACT II

19-1/2 acres in the northeast quarter of Section 16, Township 3, Range 9 West, DeSoto County, Mississippi, described as follows: Beginning at a point in the west line of said northeast quarter 1884.36 feet south of the northwest corner of said quarter at the southwest corner of the Van Leonard Irby property; thence south along said west quarter line 753.5 feet to a point; thence east 1127.35 feet to a point in the Dean 67-1/2 acre tract; thence north along Dean's west line 753.5 feet to a point at Edwin Wright Irby's southeast corner; thence west 1127.35 feet to the point of beginning, containing 19-1/2 acres.

Attached to and a part of that certain Modification of Deed of Trust dated July 26, 2007 as executed by Edna M. Holliday and Billy Wayne Holliday in favor of Peoples Bank, a Division of First Tennessee Bank, N.A.