

10/08/07 9:19:26  
BK 2.800 PG 595  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Return To: MERCHANTS & FARMERS BANK  
P. O. BOX 520  
KOSCIUSKO, MS 39090

This document was prepared by: MERCHANTS & FARMERS BANK  
P. O. BOX 520  
KOSCIUSKO, MS 39090  
(662) 342-0182

(name, address, phone number)

State of Mississippi Space Above This Line For Recording Data

## MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08-15-2007.  
The parties and their addresses are:

**GRANTOR:** KENNETH E. GRACE, INDIVIDUALLY  
1777 SPRINGFIELD COVE  
SOUTHAVEN, MS 38671

**TRUSTEE:** L. SCOTT PICKLE  
P.O. BOX 520  
KOSCIUSKO, MS 39090

**LENDER:** MERCHANTS & FARMERS BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI  
P. O. BOX 520  
KOSCIUSKO, MS 39090

**BACKGROUND.** Grantor and Lender entered into a Security Instrument dated 08-09-2006  
and recorded on 08-31-2006. The  
Security Instrument was recorded in the records of DESOTO  
County, Mississippi at BOOK 2553 PAGE 232.  
The property  
is located in DESOTO County at 1777 SPRINGFIELD COVE, SOUTHAVEN, MS 38671

Described as: LOT 2967, SECTION N, SOUTHAVEN WEST SUBDIVISION, SITUATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 8-9, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

INDEXING INSTRUCTIONS: LOT 2967, SECTION N, SOUTHAVEN WEST SUBDIVISION, SITUATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

**MODIFICATION.** For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)* KENNETH GRACE

NOTE NO 1787190  
IN THE AMOUNT OF \$26,165.00  
MATURITY DATE 08/15/2008  
INTEREST RATE 8.25% FIXED

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ \_\_\_\_\_  which is a \$ \_\_\_\_\_  increase  decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

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

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

**GRANTOR:**

 _____ (Signature) KENNETH E. GRACE (Date)	_____ (Signature) (Date)
_____ (Signature) (Date)	_____ (Signature) (Date)
_____ (Signature) (Date)	_____ (Signature) (Date)

**LENDER: MERCHANTS & FARMERS BANK**

By \_\_\_\_\_  
RICHARD TAYLOR, BRANCH PRESIDENT

**ACKNOWLEDGMENT:**

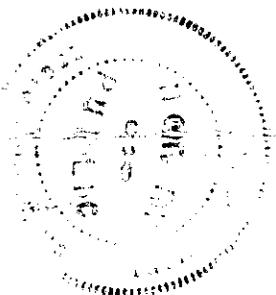
(Individual) STATE OF MISSISSIPPI, COUNTY OF Desoto ) ss.  
Personally appeared before me, the undersigned authority in and for the said  
county and state, on this 15<sup>th</sup> day of 1st. August 2007  
within my jurisdiction, the within named KENNETH E. GRACE, INDIVIDUALLY

(Signature)

who acknowledged that he/she/they executed the above and foregoing instrument.  
My commission expires:

(Seal)

Monica Hodright  
(Notary Public)



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES SEPT. 3, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**ACKNOWLEDGMENT:**

(Lender) STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_ ) ss.  
Personally appeared before me, the undersigned authority in and for the said  
county and state, on this \_\_\_\_\_ day of \_\_\_\_\_,  
within my jurisdiction, the within named RICHARD TAYLOR

who acknowledged that he/she/they is/are \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My commission expires:

(Seal)

\_\_\_\_\_  
(Notary Public)

## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 15TH day of AUGUST, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MERCHANTS & FARMERS BANK, P. O. BOX 520, KOSCIUSKO, MS 39090

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1777 SPRINGFIELD COVE, SOUTHAVEN, MS 38671

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01**

-57R (0411)

Page 1 of 3 Initials: \_\_\_\_\_

VMP Mortgage Solutions, Inc.  
(800)521-7291

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Initials: \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Kenneth E. Grace (Seal)  
KENNETH E. GRACE -Borrower

\_\_\_\_\_ (Seal)  
-Borrower