



EMERSON, JAMES C

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

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This Modification of Deed of Trust prepared by:

Joanne Hayes
Regions Bank
P.O. BOX 830721
BIRMINGHAM, AL 35283
(800) 896-6513

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST



DOC4750200000052990709005268170000000

20072541032160

THIS MODIFICATION OF DEED OF TRUST, dated September 13, 2007, is made and executed between JAMES C EMERSON, whose address is 1671 DESOTO COVE, SOUTHAVEN, MS 38671; VAUDIE R EMERSON, whose address is 1671 DESOTO COVE, SOUTHAVEN, MS 38671; husband and wife ("Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 26, 2004 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED APRIL 9, 2004. IN BK 1963 PG 586.

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 1671 DESOTO COVE, SOUTHAVEN, MS 38671.

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 \$15,000 to \$35,000.

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 SEPTEMBER 13, 2007.

GRANTOR:

x James C Emerson
JAMES C EMERSON

x Vaudie R Emerson
VAUDIE R EMERSON

LENDER:

REGIONS BANK

[Signature]
Authorized Officer

[Handwritten initials]

MODIFICATION OF DEED OF TRUST (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF DeSoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of September, 2007, within my jurisdiction, the within named JAMES C EMERSON and VAUDIE R EMERSON, husband and wife, who acknowledged that they signed, executed and acknowledged above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

[Signature of Kathleen Harris]

NOTARY PUBLIC

My Commission Expires: 8/23/2011



LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF DeSoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of September, 2007, within my jurisdiction, the within named Terrence (Armond) [unclear] a [unclear] corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and acknowledged above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by the corporation so to do.

[Signature of Kathleen Harris]

NOTARY PUBLIC

My Commission Expires: 8/23/2011



SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

LOT 11, SECTION A, RAINBOW VILLAGE SUBDIVISION, LOCATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF OF RECORD IN PLAT BOOK 5, PAGES 14-15, IN THE CHANCERY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 1671 DESOTO CV

INDEXING INSTRUCTIONS:

LOT 11, SECTION A, RAINBOW VILLAGE SUBDIVISION, LOCATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI