

11/08/07 4:00:42
BK 2,816 PG 189
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK



MITCHELL, LLOYD R

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

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

NOTE TO CHANCERY CLERK:

133000389800
20072351733130



MODIFICATION OF DEED OF TRUST



DOC475020000004327133000389806000000

THIS MODIFICATION OF DEED OF TRUST dated October 2, 2007, is made and executed between LLOYD R MITCHELL, whose address is 1117 ATTERBURY CIR S, SOUTHAVEN, MS 386716060; DEBORAH A MITCHELL, whose address is 1117 ATTERBURY CIR S, SOUTHAVEN, MS 386716060; 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 July 23, 2007 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

MTG DATED 07/23/2007, RECORDED 09-10-2007 IN DESOTO CO, MS BOOK 2787 PAGE 16.

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 1117 ATTERBURY CIR S, 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 \$12,000 to \$22,000.

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 OCTOBER 2, 2007.

GRANTOR:

X LLOYD R MITCHELL

X DEBORAH A MITCHELL

LENDER:

REGIONS BANK

X Authorized Officer

Fiserv

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 004327133000389806

INDIVIDUAL 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 2nd day of October, 20 07, within my jurisdiction, the within named LLOYD R MITCHELL and DEBORAH A MITCHELL, husband and wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Lauren P Douglas
NOTARY PUBLIC

My Commission Expires:
9/21/2010



LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF At large)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15 day of October, 20 07, within my jurisdiction, the within named Regions a BANK 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.

Camille Mann
NOTARY PUBLIC

My Commission Expires:
APR 25 2009

H282E666

SCHEDULE "A"

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

LOT 158, SECTION A, STONEHEDGE PLACE PATIO HOMES, IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGE 17-18, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 1117 ATTERBURY CIR S

INDEXING INSTRUCTIONS: LOT 158, SECTION A, STONEHEDGE PLACE PATIO HOMES, IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.