

20070165 LTE

PREPARED BY & RETURN TO:
LENDER'S TITLE & ESCROW, LLC
5699 GETWELL ROAD
BUILDING H, SUITE 5
SOUTHAVEN, MS 38672

11/29/07 8:15:25
BK 2,824 PG 364
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

(662) 536-3155

(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 10-31-2007
_____ . The parties and their addresses are:

GRANTOR: DAVIE L CARPENTER SR AND MICHELLE CARPENTER, A MARRIED COUPLE
7131 BRENWOOD
HORN LAKE, MS 38637

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 03-27-2007
_____ and recorded on 04-02-2007 _____. The
Security Instrument was recorded in the records of DESOTO
_____ County, Mississippi at BOOK 2,690, PAGE 175
_____. The property
is located in DESOTO _____ County at LOT 4 MISTY MEADOWS SUBDIVISION, HERNANDO, MS 38632

Described as: LOT 4, MISTY MEADOWS SUBDIVISION, SITUATED IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESOTO
COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGE 27-29, IN THE OFFICE OF THE CHANCERY CLERK OF
DEOSTO COUNTY, MISSISSIPPI.

INDEXING INSTRUCTIONS: LOT 4 MISTY MEADOWS SUBDIVISION, DESOTO COUNTY, MISSISSIPPI

Lenders

3

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.)* DAVIEL CARPENTER, SR. AND MICHELLE CARPENTER

NOTE NO 1826390
IN THE AMOUNT OF \$475,000.00
MATURITY DATE 05/01/2008
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:

OCT 31 2007

OCT 31 2007


(Signature) DAVIEL CARPENTER SR (Date)


(Signature) MICHELLE CARPENTER (Date)

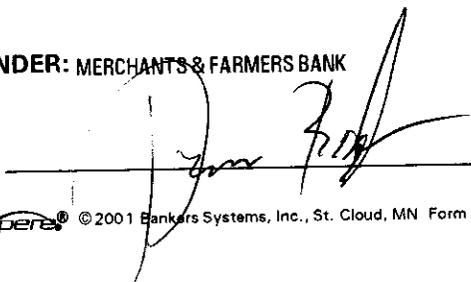
(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

LENDER: MERCHANTS & FARMERS BANK

By 

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 31st day of October, 2007, within my jurisdiction, the within named DAVIE L CARPENTER SR; MICHELLE CARPENTER, A MARRIED COUPLE who acknowledged that he/she/they executed the above and foregoing instrument. My commission expires:



Vicky Gabor
(Notary Public)

ACKNOWLEDGMENT:

(Lender) STATE OF MISSISSIPPI, COUNTY OF Desoto) ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October, 2007, within my jurisdiction, the within named LOAN OFFICER Denick Biglane who acknowledged that he/she/they is/are vice president of M & F Bank

My commission expires:



Vicky Gabor
(Notary Public)