

MC 3/05/08 10:40:02
BK 2,865 PG 182
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

BANKTENNESSEE
SCHILLING FARMS OFFICE
1125 West Poplar Ave.
COLLIERVILLE, TN 38017

WHEN RECORDED MAIL TO:

BANKTENNESSEE
BYHALIA ROAD OFFICE
350 NEW BYHALIA RD
COLLIERVILLE, TN 38017

SEND TAX NOTICES TO:

Thomas S Bryant
Georgia M Bryant
13865 Valley Oaks Drive South
Olive Branch, MS 38654

OWNER:

Thomas S Bryant
Georgia M Bryant
13865 Valley Oaks Drive South
Olive Branch, MS 38654

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: BANKTENNESSEE, LENDER
Company: BANKTENNESSEE
Address: 1125 West Poplar Ave.
City, State, ZIP: COLLIERVILLE, TN 38017

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$6,662.00.

THIS MODIFICATION OF DEED OF TRUST dated February 22, 2008, is made and executed between **Thomas S Bryant and wife, Georgia M Bryant ("Grantor") and BANKTENNESSEE, whose address is SCHILLING FARMS OFFICE, 1125 West Poplar Ave., COLLIERVILLE, TN 38017 ("Lender").**

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 8, 2007 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Construction Deed of Trust recorded 6-22-2007 in Bk 2,741, Pg 260, in DeSoto County, MS.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

Lot 18, Valley Oaks Subdivision (one and the same as Valley Oaks Estates P.D.) (formerly known as Walker's Ridge P.U.D.) in section 32 township 1 south, range 5, (AKA range 5 west), DeSoto County, Mississippi, as per plat of record in plat book 101, pages 18-20, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

The Real Property or its address is commonly known as 13865 Valley Oaks Drive South, Olive Branch, MS 38654.

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

Increasing maximum principal indebtedness from \$400,000.00 to \$406,662.00.

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 FEBRUARY 22, 2008.

GRANTOR:

x Thomas S Bryant
Thomas S Bryant

x Georgia M Bryant
Georgia M Bryant

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

BANKTENNESSEE

Jo Talley
Jo Talley, Vice President

INDIVIDUAL ACKNOWLEDGMENT

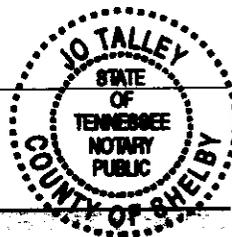
STATE OF TENNESSEE)
) SS
COUNTY OF SHELBY)

Personally appeared before me, JO TALLEY, a Notary Public in and for said State and County, Thomas S Bryant and Georgia M Bryant, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 22ND day of FEBRUARY, 2008

My Commission Expires: MY COMMISSION EXPIRES 10-12-2011

Jo Talley
Notary Public



LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Jo Talley with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the Vice President of BANKTENNESSEE, the within-named bargainor, a corporation, and that he or she as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such Vice President.

WITNESS my hand and seal at office, on the _____ day of _____, 20____

My Commission Expires: _____ Notary Public

PLANNED UNIT DEVELOPMENT RIDER

LOAN NO. 850003444

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22nd day of February, 2008, 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 BankTennessee

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

Lot 18 Valley Oaks S/D
Olive Branch, MS 38654
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Plat Book 101, Page 18-20 (the "Declaration").

The Property is part of a planned unit development known as Valley Oaks S/D

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) MULTISTATE PUD RIDER - Single Family- Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

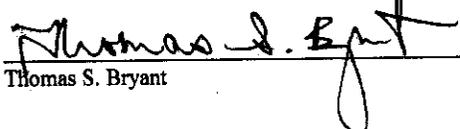
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

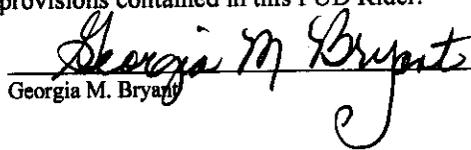
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain, (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


Thomas S. Bryant


Georgia M. Bryant