

RECORDATION REQUESTED BY:

First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

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4/29/08 8:39:18
BK 2,889 PG 644
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
First Tennessee Bank National Association
615 Goodman Road East
Southaven, MS 38671
(662) 349-2957

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NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 6, 2007, is made and executed between Ben W. Smith and Gail M. Smith, whose address is 891 Rasco Rd., Southaven, MS 38671 ("Grantor") and First Tennessee Bank National Association, whose address is Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 4, 2005 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Deed of Trust dated 05/04/2005 and recorded on 05/27/2005 in Book 2225, at Page 28 in the office of the Chancery Clerk of DeSoto County, Mississippi. Subsequently modified and extended by instrument of record in Book 2465 at page 235.

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

Lot 2B, Division of Lot 2 Rayburn 2-Lot Subdivision, situated in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi

ALSO: A 30' non-exclusive Ingress and Egress Easement across existing roadway located on Lot 2A, Division of Lot 2, Rayburn 2-Lot Subdivision, as recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi; together with the right of Grantees to alter the curb as necessary to extend said drive to the south. Grantor shall be responsible for maintenance of said roadway located on Lot 2A.

The Real Property or its address is commonly known as Lot 2B, Division of Lot 2, Rayburn 2 lot subdivision, Southaven, MS 38671.

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

Modification to extend the maturity date to 12/15/2012 and change the interest rate to 7.47% fixed. Principal and interest shall be paid in 59 monthly installments of \$1,381.48 beginning 01/15/2008 with a final payment of all unpaid principal and interest due at maturity 12/15/2012.

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 endorser 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.

CROSS-COLLATERALIZATION. This Deed of Trust is hereby modified to secure all the obligations, debts and liabilities, plus interest thereon, of Ben W. Smith and Gail M. Smith, AKA Ben Smith and wife, Gail Smith, Grantor, to First Tennessee Bank National Association, the Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 DECEMBER 6, 2007.

GRANTOR:

x 
Ben W. Smith

x 
Gail M. Smith

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LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

X [Signature]
Authorized Officer

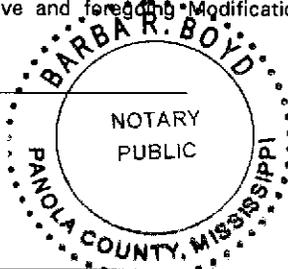
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mo)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6 day of Dec, 2007, within my jurisdiction, the within named Ben W. Smith and Gail M. Smith, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Barba R Boyd
NOTARY PUBLIC

My Commission Expires:
8-18-2010



LENDER ACKNOWLEDGMENT

STATE OF Mo)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6 day of Dec, 2007, within my jurisdiction, the within named Mackey Moore, who acknowledged that (he)(she) is Regional President of First Tennessee Bank National Association and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Barba R Boyd
NOTARY PUBLIC

My Commission Expires:
8-18-2010

