

5/28/08 9:41:10
BK 2,903 PG 784
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Trustmark National Bank
Hernando Main Office
2510 Highway 51 South
Hernando, MS 38632

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING-FACT

SEND TAX NOTICES TO:

Wayne Kirkpatrick
Ronda Kirkpatrick
5399 Meadow Pointe Drive
Southaven, MS 38672

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Lille Banks, Branch Manager
Trustmark National Bank
2510 Highway 51 South
Hernando, MS 38632
(662) 393-9210

NOTE TO CHANCERY CLERK: LOT 150, SECTION B, BELLE POINTE, SITUATED IN SECTION 3, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.

MODIFICATION OF DEED OF TRUST

12505285



THIS MODIFICATION OF DEED OF TRUST dated April 24, 2008, is made and executed between Wayne Kirkpatrick and Ronda Kirkpatrick, Husband and Wife ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 28, 2004 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded May 17, 2004 in the Office of the Chancery Clerk in Book 1989 at Page 0396.

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 5399 Meadow Pointe Drive, Southaven, MS 38672.

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

The Credit Limit of the Credit Agreement and the amount of the above described Deed of Trust will be increased to \$150,000.00.

The maturity date of the Credit Agreement and the above described Deed of Trust shall be extended to April 24, 2023.

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 APRIL 24, 2008.

GRANTOR:

x Wayne Kirkpatrick
Wayne Kirkpatrick

x Ronda Kirkpatrick
Ronda Kirkpatrick

LENDER:

TRUSTMARK NATIONAL BANK

x Authorized Officer
Lille Banks

MODIFICATION OF DEED OF TRUST
(Continued)

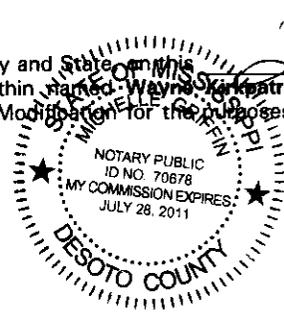
Loan No: 9595040313

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Waltham)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of April, 2008, within my jurisdiction, the within named Wayne Kirkpatrick and Ronda Kirkpatrick, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Michelle C. Griffin
NOTARY PUBLIC
My Commission Expires: July 28 2011



LENDER ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Waltham)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of April, 2008, within my jurisdiction, the within named _____ a _____ 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.

Michelle C. Griffin
NOTARY PUBLIC
My Commission Expires: July 28 2011

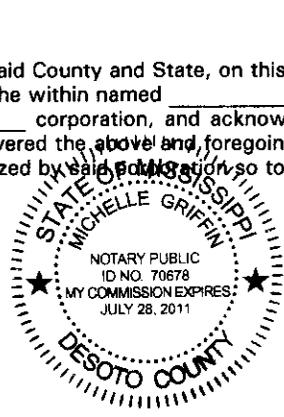


EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 2072030400015000A PARCEL OF LAND LOCATED IN THE CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI, AND KNOWN AS: BEING LOT NUMBER LOT:150 IN BELLE POINTE AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 77-5 OF DESOTO COUNTY RECORDS.

2072030400015000

5399 MEADOW POINTE DR; SOUTHAVEN, MS 38672-6718

8651-477891-KIRKPATRICK

36947038/f

 KIRKPATRICK
14505285

MS

FIRST AMERICAN ELS
DEED OF TRUST

