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Return To: MERCHANTS & FARMERS BANK
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KOSCIUSKO, MS 39090

Please re-record due
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6/26/08 10:11:51
BK 2,917 PG 305
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This document was prepared by: MERCHANTS & FARMERS BANK
P. O. BOX 520
KOSCIUSKO, MS 39090
(662) 342-0182

7/24/08 10:59:21
BK 2,927 PG 685
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

(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 05-31-2008. The parties and their addresses are:

GRANTOR: WELDON GRANGER, INDIVIDUALLY
10000 MEMORIAL DRIVE, STE 888
HOUSTON, TX 77024

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 09-17-2004 and recorded on 09-30-2004. The Security Instrument was recorded in the records of DESOTO County, Mississippi at BOOK 2079 PAGE 686. The property is located in DESOTO County at MS.
Described as: SEE ATTACHED EXHIBIT "A"

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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.)* WELDON GRANGER

NOTE #1744435

IN THE AMOUNT OF \$306,777.00

INTEREST ACCRUES AT A VARIABLE RATE

MATURITY DATE 06/10/2009

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:

Weldon Granger 6/17/08
(Signature) WELDON GRANGER (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

LENDER: MERCHANTS & FARMERS BANK

By Amy Lucovich
AMY LUCOVICH

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 7th day of June, 2008,
within my jurisdiction, the within named WELDON GRANGER INDIVIDUALLY

who acknowledged that he/she/they executed the above and foregoing instrument.
My commission expires:

Vicky Gabor
(Notary Public)



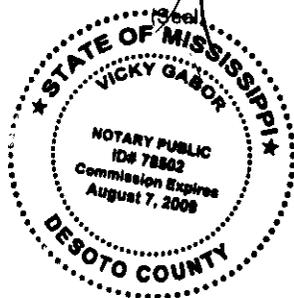
ACKNOWLEDGMENT:

(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 7th day of June, 2008,
within my jurisdiction, the within named AMY LUZOVICH

who acknowledged that he/~~she~~/they/is are Asst. vice-president

My commission expires:

Vicky Gabor
(Notary Public)



ACKNOWLEDGEMENT:

STATE OF Mississippi, COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of June, 2008, within my jurisdiction, the within named Amy Gucovich, who acknowledged that he is a asst. vice president of Merchants & Farmers Bank, a Mississippi Banking Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:



Vicky Gabor
(Notary Public)

R. M. SAULSBERRY KIMBLE ET.AL.
TO DON DANIELS

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE N89°51'41"E A DISTANCE OF 666.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°55'46"E A DISTANCE OF 250.02 FEET TO AN IRON PIN; THENCE S89°51'28"W A DISTANCE OF 99.0 FEET TO AN IRON PIN ON THE EAST LINE OF A 30.0 FOOT WIDE INGRESS-EGRESS EASEMENT; THENCE N00°36'27"E ALONG SAID EAST LINE A DISTANCE OF 491.76 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID EAST LINE N00°41'19"E A DISTANCE OF 58.71 FEET TO AN IRON PIN; THENCE N89°52'20"E A DISTANCE OF 329.82 FEET TO AN IRON PIN IN THE WEST LINE OF THE CHALMER PROPERTY; THENCE ALONG AN EXISTING FENCE S00°42'17"W A DISTANCE OF 800.41 FEET TO A POINT; THENCE S00°48'23"W A DISTANCE OF 662.40 FEET TO A CONCRETE POST; THENCE N89°32'36"W A DISTANCE OF 230.97 FEET TO A POINT; THENCE N00°48'23"E A DISTANCE OF 660.0 FEET TO THE POINT OF BEGINNING CONTAINING 8.97 ACRES MORE OR LESS, SUBJECT TO RIGHTS OF WAYS OF PUBLIC ROADS AND UTILITIES, ZONING AND SUBDIVISION REGULATIONS IN EFFECT AND EASEMENTS OF RECORD.

INDEXING INSTRUCTIONS: PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST.

File: d:\d:\wpdocs\Legal\Saulsberry Kimble to Don Daniels 9-16-04

EXHIBIT "A"

Description of the Daniels 19.48 acre tract located in part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 1 South, Range 7 West and part of the Northwest Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 7 West.

BK 2,927 PG 690

Beginning at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 1 South, Range 7 West; thence S89°55'29"W a distance of 688.11 feet to a point; thence S00°38'12"W a distance of 248.63 feet to a point; thence S00°23'00"W a distance of 1,117.12 feet to the true point of beginning.

Thence N00°23'00"E a distance of 1,117.12 feet to an iron pin; thence N00°38'12"E a distance of 248.63 feet to an iron pin in the South line of White Oak Subdivision; thence N89°55'29"E along said South line a distance of 688.11 feet to an iron pin at the Northwest corner of the Chalmers Tract; thence S00°57'46"W along the West line of said Chalmers Tract a distance of 247.73 feet to an iron pin; thence E00°41'03"W a distance of 316.93 feet to an iron pin at the Northeast corner of the Kimble Tract; thence S89°52'20"W along the North line of the Kimble Tract a distance of 329.82 feet to an iron pin; thence S00°36'27"W along the West line of said Kimble Tract a distance of 491.76 feet to an iron pin; thence N89°51'28"E a distance of 99.0 feet to an iron pin; thence S00°55'46"W along said Kimble Tract a distance of 912.44 feet to an iron pin in the North line of the Jenkins Tract; thence S89°51'41"W a distance of 231.00 feet to an iron pin in the First Assembly of God Church Tract; thence N00°48'23"E along the East line of said church tract a distance of 662.4 feet to an iron pin; thence S89°51'41"W along the North line of said church tract a distance of 217.14 feet to the point of beginning containing 19.48 acres more or less. Subject to rights of way of public roads and utilities; zoning and subdivision regulations in the effect of easements of record.

INDEXING INSTRUCTIONS

Part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 1 South, Range 7 West and part of the Northwest Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 7 West.

EXHIBIT "B"