

RECORDATION REQUESTED BY:

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

8/19/08 8:22:45
BK 2-936 PG 569
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

SEND TAX NOTICES TO:

James W. Kizer
Susan L. Kizer
2070 Timberlane Street
Hernando, MS 38632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Charlotte C. Gahagan, FSR
Trustmark National Bank
2510 Highway 51 South
Hernando, MS 38632
(662) 429-9151

NOTE TO CHANCERY CLERK: LOT 22, SECTION B, NORTHWOOD SUBDIVISION, SECTIONS 12 AND 13, T3S, R8W, DESOTO CO, MS.

MODIFICATION OF DEED OF TRUST



9040

THIS MODIFICATION OF DEED OF TRUST dated July 28, 2008, is made and executed between James W. Kizer and wife, Susan L. Kizer ("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 June 8, 1998 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded July 14, 1998 in the Office of the Chancery Clerk in Book 1016 at Page 263.

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

LOT 22, SECTION B, NORTHWOOD SUBDIVISION, SECTION 12 AND 13, TOWNSHIP 3 SOUTH, RANGE 8 WEST, IN DESOTO COUNTY, MISSISSIPPI, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 22, PAGE 14, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

The Real Property or its address is commonly known as 2070 Timberlane Street, Hernando, MS 38632.

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

The maturity date of the Credit Agreement and the above described Deed of Trust will be extended to July 28, 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 JULY 28, 2008.

GRANTOR:

x James W. Kizer
James W. Kizer

x Susan L. Kizer
Susan L. Kizer

LENDER:

TRUSTMARK NATIONAL BANK

x Beverly B. Scott
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 9595046385

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of July, 2008, within my jurisdiction, the within named James W. Kizer and Susan L. Kizer, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Charlotte C. Gubay
NOTARY PUBLIC

My Commission Expires:
12-20-2011



LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of July, 2008, within my jurisdiction, the within named Beverly Scott M. May Trustmark National Bank Banking 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.

Charlotte C. Gubay
NOTARY PUBLIC

My Commission Expires:
12-20-2011

