

RECORDATION REQUESTED BY:

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

9/10/08 10:55:39
BK 2,944 PG 784
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

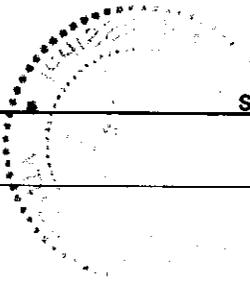
WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Richard J. Jenkins
Donna R. Jenkins
3225 Bonner Drive
Olive Branch, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



This Modification of Deed of Trust prepared by:
Gerry C. Biffle, Assistant Vice President
Trustmark National Bank
2510 Highway 51 South
Hernando, MS 38632
(662) 349-0295

NOTE TO CHANCERY CLERK: Lot 109, Section E, Whitten Place Subdivision, Section 27, T1S, R7W, DeSoto County, Mississippi.

MODIFICATION OF DEED OF TRUST



9040

THIS MODIFICATION OF DEED OF TRUST dated August 28, 2008, is made and executed between Richard J. Jenkins and Donna R. Jenkins, 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 June 19, 2002 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded July 8, 2002 in the Office of the Chancery Clerk in Book 1528 at Page 717.

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 3225 Bonner Drive, Olive Branch, MS 38654.

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 \$45,000.00.

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

GRANTOR:

x Richard J. Jenkins
Richard J. Jenkins

x Donna R. Jenkins
Donna R. Jenkins

LENDER:

TRUSTMARK NATIONAL BANK

x Gerry C. Biffle
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 9595048175

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 28 day of August, 2008, within my jurisdiction, the within named **Richard J. Jenkins and Donna R. Jenkins**, who acknowledged that they signed, executed and delivered the foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Jerry C Biffle
NOTARY PUBLIC



My Commission Expires:
5/26/12

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 28 day of August, 2008, within my jurisdiction, the within named Jerry C Biffle a Asst. Vice President 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.

Heather N. Callahan

NOTARY PUBLIC

My Commission Expires:
2/12/2012



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 109, Section "E", Whitten Place Subdivision, located in Section 27, Township 1 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 39, Pages 8-10 in the office of the Chancery Clerk of DeSoto County, Mississippi.

**1078270700010900
3225 BONNER DR; OLIVE BRANCH, MS 38654-8147**

**8657-518426-JENKINS
38557496/f**

SIGNED FOR IDENTIFICATION PURPOSES THIS THE 28TH DAY OF AUGUST, 2008



RICHARD JENKINS



DONNA R JENKINS