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9/25/08 11:03:37  
BK 2,949 PG 715  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Trustmark National Bank  
Greenwood Main Office  
P O Box 945  
Greenwood, MS 38930-0945

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

GUPLPI, LLC  
P.O. Box 8106  
Greenwood, MS 38935

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**This Modification of Deed of Trust prepared by:**

X

Jimmy James, First Vice President  
Trustmark National Bank  
P O Box 945  
Greenwood, MS 38930-0945  
(662) 459-9207

**NOTE TO CHANCERY CLERK:** Lot 61, Section "E", Goodman 51 Commercial & Industrial Park, Section 35, T1S, R8W, DeSoto County, MS.

**MODIFICATION OF DEED OF TRUST**



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**THIS MODIFICATION OF DEED OF TRUST dated September 16, 2008, is made and executed between GUPLPI, LLC ("Grantor") and Trustmark National Bank, whose address is Greenwood Main Office, P O Box 945, Greenwood, MS 38930-0945 ("Lender").**

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated April 14, 2008 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded April 23, 2008 in the Office of the Chancery Clerk in Book 2888 at Page 330.

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

Lot 61, Section "E", Goodman 51 Commercial & Industrial Park, situated in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat recorded in Plat Book 72, at Page 34, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The Real Property or its address is commonly known as 6894 West Dancy Blvd, Horn Lake, MS 38637.

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

The address of the real property is hereby changed as stated above.

The maturity date of the Note and the above described Deed of Trust shall be extended to September 15, 2013; said note shall be payable as follows: Borrower will pay this loan in 59 regular payments of \$2,750.29 each and one irregular last payment estimated at \$242,971.79. Borrower's first payment is due October 15, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 15, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

**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 SEPTEMBER 16, 2008.**

**GRANTOR:**

GUPLPI, LLC

By: David L. Upchurch  
David L. Upchurch, Manager of GUPLPI, LLC

**LENDER:**

TRUSTMARK NATIONAL BANK

X [Signature]  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 27563832-94776

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Duplone )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16th day of September, 2008, within my jurisdiction, the within named **David L. Upchurch, Manager of GUPLPI, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, 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 limited liability company so to do.

Michelle H.ACY  
NOTARY PUBLIC

My Commission Expires:



LENDER ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Duplone )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16th day of September, 2008, within my jurisdiction, the within named Jimmy James First Vice President, Trustmark 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 H.ACY  
NOTARY PUBLIC

My Commission Expires:

