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DESOTO COUNTY, MS
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This document was prepared by Community Bank, N.A., 6465 N. Quail Hollow, Ste 100, hernando, Mississippi 38632, (901) 309-3753

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 18, 2008. The parties and their addresses are:

GRANTOR:

MARY KATHERINE THORNE

husband and wife

768 Running Doe CV

Hernando, Mississippi 38632

JONATHAN E THORNE

husband and wife

768 Running Doe CV

Hernando, Mississippi 38632-0010

TRUSTEE:

RICHARD EXLEY

6465 North Quail Hollow

Memphis, Tennessee 38120

LENDER:

COMMUNITY BANK, N.A.

Organized and existing under the laws of the United States of America

6465 N Quail Hollow

Suite 100

Memphis, Tennessee 38120

1. BACKGROUND. Grantor and Lender entered into a security instrument dated 07/01/2008 and recorded on 07/03/2008 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 2920, Page 702 and covered the following described Property:

*Comm BK 415 East
Comm. glen.*

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Lot 291, Section G, Deer Creek Subdivision, situated in Section 6, Township 3 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 95, Pages 8-9, in the office of the Chancery Clerk of Desoto County, Mississippi.

The property is located in Desoto County at 768 Running Doe CV, Hernando, Mississippi 38632-0010.

2. INDEXING INSTRUCTIONS. Section 6, Township 3 South, Range 7 West

3. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$170,442.99. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 6602593, dated September 18, 2008, from Grantor to Lender, with a loan amount of \$170,442.99 and maturing on October 5, 2011.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

5. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

Mary Katherine Thorne
Mary Katherine Thorne

Individually

Jonathan E. Thorne
Jonathan E Thorne

Individually

LENDER:

Community Bank, N.A.

By Simon Weir
SIMON WEIR

ACKNOWLEDGMENT.

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE 18TH DAY OF SEPTEMBER, 2008 WITHIN MY JURISDICTION, THE WITHIN NAMED MARY KATHERINE THORNE, JONATHAN E. THORNE WHO ACKNOWLEDGED THAT HE/SHE HAS SIGNED THE ABOVE FOREGOING INSTRUMENT.

Leigh Anne Young
LEIGH ANNE YOUNG

MY COMMISSION EXPIRES:

5-15-10

