

**RECORDATION REQUESTED BY:**

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

*Handwritten initials*

2/02/09 3:32:04  
BK 2,988 PG 789  
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:**

Jeffrey L. Fitch  
Stacie H. Fitch  
1163 Morrow Crest Drive  
Hernando, MS 38632

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

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

Evans Wells, Assistant Vice President  
Trustmark National Bank  
PO Box 291  
Jackson, MS 39205  
(662) 429-5251

**NOTE TO CHANCERY CLERK: LOT 8, SECTION A, MORROW CREST IN SECTION 2, T3S, R8W, DESOTO CO, MS.**

**MODIFICATION OF DEED OF TRUST**



9040

**THIS MODIFICATION OF DEED OF TRUST dated January 9, 2009, is made and executed between Jeffrey L. Fitch and wife, Stacie H. Fitch ("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 February 9, 2007 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

**Recorded February 26, 2007 in the Office of the Chancery Clerk in Book 2666 at Page 66.**

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

LOT 8, SECTION A, MORROW CREST AS SITUATED IN SECTION 2, TOWNSHIP 3 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 50, PAGE 13, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI AND TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT.

The Real Property or its address is commonly known as 1163 Morrow Crest Drive, Hernando, MS 38632.

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

**The Credit Limit of the Trustmark Interest Only Equity Line Agreement and Disclosure Statement and the above described Deed of Trust dated February 9, 2007 shall be decreased to Thirty-Three Thousand Two Hundred Fifty Dollars and No/Dollars (\$33,250.00).**

**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 JANUARY 9, 2009.**

**GRANTOR:**

X *Jeffrey L. Fitch*  
Jeffrey L. Fitch

X *Stacie H. Fitch*  
Stacie H. Fitch

**LENDER:**

**TRUSTMARK NATIONAL BANK**

X *Evans Wells*  
Authorized Officer

*and Trustmark*

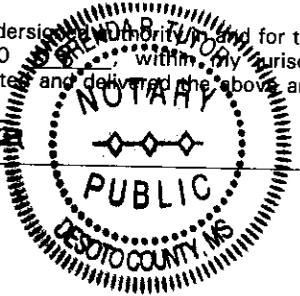
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
 )  
COUNTY OF DESOTO ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of January, 2009, within my jurisdiction, the within named Jeffrey L. Fitch and Stacie H. Fitch, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Brenda R. Jeter  
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: May 15, 2011  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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 16th day of January, 2009, within my jurisdiction, the within named Evans Wells of Trustmark National Bank 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.

Eva M. Hartfield  
NOTARY PUBLIC



My Commission Expires: