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**Modification of Security Instrument**

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This Modification of Equity Line Agreement and Security Instrument (this "Modification") made this 19TH day of FEBRUARY, 2009, between WALTER O. PARR AND VIVIAN L. PARR, HUSBAND AND WIFE

\_\_\_\_\_  
Grantor/Mortgagor ("Borrower", whether one or more) and SunTrust Bank, a Georgia banking corporation, Grantee/ Mortgagee ("Bank").

**WITNESSETH**

WHEREAS, Bank is the owner and holder of a Home Equity Line Agreement and Disclosure Statement dated FEBRUARY 3, 2006 with a credit limit in the amount of \$ 55,000.00 given by the Borrower, ("Agreement");

WHEREAS, the payment of the Agreement, and any and all renewals, extensions, substitutions and modifications therefore, are secured by a Mortgage, Deed to Secure Debt, or Deed of Trust of even date therewith (the "Security Instrument"), recorded in Deed, Trust, Liber or Official Record Book 2418, Page 173, or as Instrument Number \_\_\_\_\_ in the Register's, Clerk's Office, or Public Records of DESOTO County, State of MISSISSIPPI (the "Recording State and County") which granted a lien upon the real property as more fully described in the Security Instrument;

**SEE ATTACHED SCHEDULE (A)**

AND (Choose if applicable):

The Agreement and/or Security Instrument were previously modified as follows:  
\_\_\_\_\_  
\_\_\_\_\_

(Check if and as applicable; if all are unmarked, this means Agreement and Security Instrument were executed in favor of SunTrust Bank):

WHEREAS, SunTrust Bank was formerly known as \_\_\_\_\_  
\_\_\_\_\_  
 WHEREAS, SunTrust Bank is successor by merger to \_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of \_\_\_\_\_ ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by the Original Creditor to SunTrust Bank by virtue of that certain Assignment recorded in the Recording State and County as Book \_\_\_\_\_ Page \_\_\_\_\_ or as Instrument Number \_\_\_\_\_.



AND

(Choose only one option)

WHEREAS, Borrower has requested an increase in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

WHEREAS, Borrower has requested a decrease in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to decrease the credit limit, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the parties mutual covenants and other good and valuable consideration, the receipt of which being here by acknowledged, the parties agree as follows:

1. Borrower acknowledges that the agreement and Security Instrument are due and payable in full without defense, adjustment or offset.

2. In order to evidence an increase or decrease in the credit line as contained in the Agreement, as contemplated hereby, the Agreement and Security Instrument are hereby amended to provide for an increase or decrease in the credit limit in the amount of \$20,500.00, which results in a new credit of \$34,500.00.

3.  The Maximum Lien clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased or decreased to \$\_\_\_\_\_.

4. The Security Instrument and Agreement shall each remain in full force and effect in accordance with their terms, except as may be herein modified, and the Security Instrument shall continue to secure the payment of indebtedness incurred under the Agreement, as same may be amended, modified, renewed, or substituted for from time to time in the future, in the same manner and upon the same conditions. Any future modification may not necessitate the further modification of the Security Instrument; however; Bank shall not be obligated to agree to any extensions or further modifications in the future.

5. This is the complete agreement of the parties and may only be modified in writing, signed by both parties. The term Borrower shall include the plural, where the context requires.

IN WITNESS WHEREOF, the Borrower has caused this Modification Agreement to be duly executed as of the date set forth above. (Two signatures are required)

Witness Signatures (Two signatures are required)

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Borrower(s)  
Walter O Parr  
WALTER O. PARR

Vivian L. Parr  
VIVIAN L. PARR

Address 235 STERLIN LANE  
HERNANDO, MS 38632

Signed, sealed and delivered in the presence of:

Dana Knight  
Witness: DANA KNIGHT

Jackie Copeland  
Witness: JACKIE COPELAND

SunTrust Bank  
By: Donna Schell  
Print Name: DONNA SCHELL  
Title: ASSISTANT VICE PRESIDENT



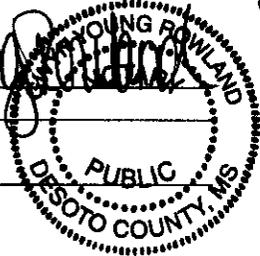
IN WITNESS WHEREOF, the Grantor has caused this Acknowledgement to be duly executed before Notaries Public as of the dates(s) set forth herein below.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MS )  
CITY/COUNTY OF Desoto )

On this day before me, the undersigned Notary Public, personally appeared Walter O Parr and Vivian L Parr to me known to be the individual(s) described in and who executed the Modification of Deed of Trust or Mortgage as applicable, and acknowledged that he/she/they signed the Deed of Trust or Mortgage as applicable, as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

By Alvin Young  
Notary Public in and for Desoto County, MS  
Notary Public State of Mississippi Residing at 1052 Cross Winds Dr  
At Large Hernando MS 38632  
My Commission Expires June 26, 2009 My commission expires: \_\_\_\_\_  
BONDED THRU \_\_\_\_\_  
HEIDEN, BROOKS & GARLAND, INC. My registration number is: \_\_\_\_\_



BANK ACKNOWLEDGEMENT

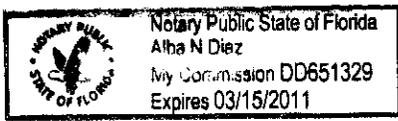
STATE OF FLORIDA )  
CITY/COUNTY OF ORANGE )

On this 19TH day of FEBRUARY, 2009, before me, the undersigned Notary Public, personally appeared DONNA SCHELL and known to me to be the ASSISTANT VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Alba N. Diaz  
ALBA N. DIAZ  
Residing at 7455 Chancellor Drive  
Orlando, Florida 32809

Notary Public in and for the County of Orange

My commission expires: 03/15/2011



A 10.01 acre parcel of land being part of the Wilbur N. Stevens Tract located in the North Half of the Southeast Quarter of Section 36, Township 3 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows to-wit:

Commencing at an iron pin found at the accepted northwest corner of the Southeast Quarter of said Section 36, Township 3 South, Range 8 West; thence south 01 degrees 19 minutes 08 seconds west a distance of 1332.81 feet to the southwest corner of the Wilber N Stevens, Jr Tract; thence south 89 degrees 27 minutes 37 seconds east a distance of 1216.31 feet to the point of beginning for the following tract; thence continuing south 89 degrees 27 minutes 37 seconds east along the south line of the Wilbur N. Stevens, Jr tract a distance of 96.51 feet to an iron pin found; thence continuing south 88 degrees 41 minutes 50 seconds east along the south line on the Wilber N Stevens Jr tract a distance of 633.21 feet to a point; thence north 00 degrees 29 minutes 15 seconds west a distance of 634.61 feet to a point on the south line of Sterlin Lane; thence north 89 degrees 04 minutes 52 seconds west along the south line of Sterlin Lane a distance of 679.74 feet to a point; thence south 00 degrees 20 minutes 15 seconds east a distance of 377.76 feet to a point; thence south 10 degrees 51 minutes 06 seconds west a distance of 257.03 feet to the point of beginning and containing 10.01 acres subject to existing easements, right of ways, subdivision and zoning regulations in effect in DeSoto County, Mississippi.