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This document was prepared by Community Bank, N.A., 475 E Commerce St, Hernando, Mississippi 38632

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## MODIFICATION OF DEED OF TRUST

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 19, 2009. The parties and their addresses are:

**GRANTOR:**

**GARRETT GAVROCK**  
Po Box 344  
Hernando, Mississippi 38632

**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 February 28, 2008 and recorded on March 3, 2008 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Bk 2863, Pg 550.

**2. INDEXING INSTRUCTIONS.** Section 1,2,35, & 36, T2 & 3, R8W

**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 \$128,595.00. 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. 6599138, dated February 19, 2009, from Grantor to Lender, with a loan amount of \$128,595.00.

(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.

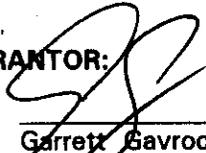
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**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.

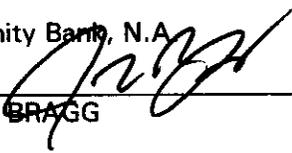
**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

  
\_\_\_\_\_  
Garrett Gavrock  
Individually

**LENDER:**

Community Bank, N.A.

By   
\_\_\_\_\_  
JON BRAGG

ACKNOWLEDGMENT.

(Individual)

State OF Mississippi, County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of Feb, 2009, within my jurisdiction, the within named Garrett Gavrock, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:

Stephanie Eldridge  
(Notary Public)



(Lender 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 19 day of Feb, 2009, within my jurisdiction, the within named JON BRAGG, who acknowledged that he/she/they is/are Assist. Vice President of Community Bank, N.A., a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

Stephanie Eldridge  
(Notary Public)

