

5/14/09 9:55:15
OK T BK 3,030 P6 578
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO: ✓



MILLER, CRYSTAL B.

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Diana Bass / 20090921209460 / FLS / QCPR
SunTrust Bank
7427 Goodman Road
Olive Branch, MS 38672
(866) 794-5403

NOTE TO CHANCERY CLERK: ✓



MODIFICATION OF DEED OF TRUST



TI+00020090921209460+DOTM

THIS MODIFICATION OF DEED OF TRUST dated April 17, 2009, is made and executed between **CRYSTAL BRYANT MILLER**, whose address is **9376 LAUREL HL S, OLIVE BRANCH, MS 386541655**, AND; **DONALD D MILLER**, whose address is **9376 LAUREL HL S, OLIVE BRANCH, MS 386541655**, HUSBAND AND WIFE. ("Grantor") and SunTrust Bank, whose address is **CLSC - Mississippi, 7427 Goodman Road, Olive Branch, MS 38672** ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 13, 2006 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

03-13-2006 in OR/Deed Book 2428 at Page 333, in the amount of \$20,000.00 in the Clerk's Office of (County/City of) DESOTO and State of MS.

The maximum aggregate amount of principal to be secured at any one time is increased:

From: TWENTY THOUSAND DOLLARS AND 00/100
(\$20,000.00)

To: THIRTY FIVE THOUSAND DOLLARS AND 00/100
(\$35,000.00).

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as **9376 LAUREL HL S, OLIVE BRANCH, MS 386541655**.

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

("XX" Represents applicable modifications to above referenced mortgage)

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

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of 04-17-2039. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of \$15,000.00.

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. 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO

MODIFICATION OF DEED OF TRUST
(Continued)

ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 17, 2009.

GRANTOR:

X Crystal Bryant Miller
CRYSTAL BRYANT MILLER

X Donald D Miller
DONALD D MILLER

LENDER:

SUNTRUST BANK

X Tracy Breechen
Authorized Officer TRACY BREECHEN
A.I.P.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN

COUNTY OF Shelby



Personally appeared before me, the undersigned authority in and for the said County and State, on this 17 day of April, 20 09, within my jurisdiction, the within named CRYSTAL BRYANT MILLER, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

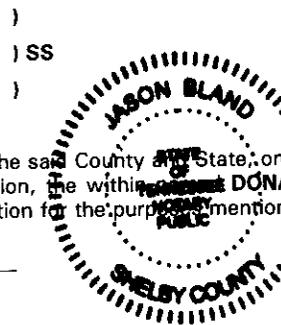
Jason Bland
NOTARY PUBLIC

My Commission Expires: 9/26/2012

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN

COUNTY OF Shelby



Personally appeared before me, the undersigned authority in and for the said County and State, on this 17 day of April, 20 09, within my jurisdiction, the within named DONALD D MILLER, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

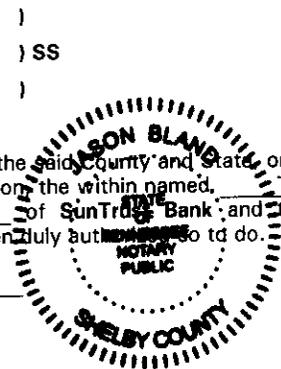
Jason Bland
NOTARY PUBLIC

My Commission Expires: 9/26/2012

LENDER ACKNOWLEDGMENT

STATE OF TN

COUNTY OF Shelby



Personally appeared before me, the undersigned authority in and for the said County and State, on this 17 day of April, 20 09, within my jurisdiction, the within named TRACY BREECHEN, who acknowledged that (he)(she) is A.I.P. of SunTrust Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized to do.

Jason Bland
NOTARY PUBLIC

My Commission Expires: 9/26/2012

SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

LOT 74, THE PLANTATION, PHASE I, SECTION "A", LOCATED IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK 36, PAGES 33-41, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 9376 LAUREL HL S

PARCEL: 1 06 5 22 01 0 00074 00

INDEXING INSTRUCTIONS: LOT 74, THE PLANTATION, PHASE I, SECTION "A", LOCATED IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI.