

ml

6/29/09 9:09:39
DK T BK 3,050 PG 48
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

SEND TAX NOTICES TO:

AbbayHyde, LLC f/k/a Abbey Hyde Enterprises, LLC
P.O. Box 366
Walls, MS 38680

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
2510 Highway 51 South
Hernando, MS 38632
(662) 429-5251

NOTE TO CHANCERY CLERK: Lot 2, Sullivan Subdivision, Section 33, T1S, R9W, DeSoto County, Mississippi.

MODIFICATION OF DEED OF TRUST



9040

THIS MODIFICATION OF DEED OF TRUST dated June 8, 2009, is made and executed between AbbeyHyde, LLC f/k/a Abbey Hyde Enterprises, LLC ("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 November 24, 2006 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded January 19, 2007 in the Office of the Chancery Clerk in Book 2,646 at Page 302.

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

Lot 2, Sullivan Subdivision, situated in Section 33, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 95, Page 24, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The Real Property or its address is commonly known as 6195 Old Hwy 61, Walls, MS 38680.

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

The maturity date of the Note and the above described Deed of Trust shall be extended to June 8, 2014.

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 JUNE 8, 2009.

GRANTOR:

ABBAYHYDE, LLC F/K/A ABBAY HYDE ENTERPRISES, LLC

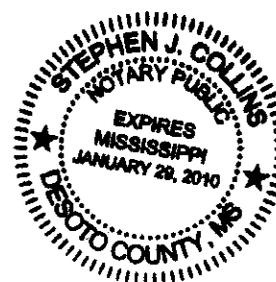
By: Robert Irwin Abbey IV
Robert Irwin Abbey, IV, Managing Member of
AbbayHyde, LLC f/k/a Abbey Hyde Enterprises, LLC



LENDER:

TRUSTMARK NATIONAL BANK

x Evans Wells
Authorized Officer

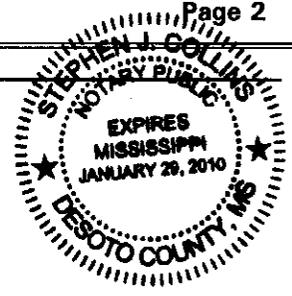


Bk 291
e

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 26791863-36136

LIMITED LIABILITY COMPANY 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 8th day of June, 20 09, within my jurisdiction, the within named **Robert Irwin Abbay, IV, Managing Member of AbbayHyde, LLC f/k/a Abbay Hyde Enterprises, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, 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 limited liability company so to do.

Stephen J. Collins
NOTARY PUBLIC

My Commission Expires:
1/29/2010

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 8th day of June, 20 09, within my jurisdiction, the within named Evans Wells who acknowledged that (he)(she) is Evans Wells of **Trustmark National Bank** and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Stephen J. Collins
NOTARY PUBLIC

My Commission Expires:
1/29/2010

