

9/25/09 11:20:51  
DK T BK 3,083 PG 534  
DESOTO COUNTY, MS  
M.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

First State Bank, Atoka Office, 11300 Hwy 51 South, P.O. Box 350, Atoka, TN 38004

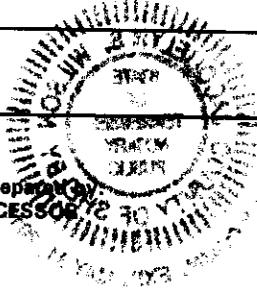
**WHEN RECORDED MAIL TO:**

First State Bank, Atoka Office, 11300 Hwy 51 South, P.O. Box 350, Atoka, TN 38004

**SEND TAX NOTICES TO:**

SUSAN KELLY ANDERSON; and WILLIAM L ANDERSON, JR; 4681 NAIL ROAD; HORN LAKE, MS 38637

FOR RECORDER'S USE ONLY



This Modification of Deed of Trust prepared by  
ANNA DUREN, LOAN PROCESSOR  
First State Bank  
11300 Hwy 51 South  
Atoka, TN 38004  
(901) 840-1900

**INDEXING INSTRUCTIONS:** Located in the Northeast quarter of the Northwest Quarter of Section 5, Township 2 South, Range 8 West.

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated September 18, 2009, is made and executed between **SUSAN KELLY ANDERSON** and **WILLIAM L ANDERSON, JR** ("Grantor") and **First State Bank**, whose address is **Atoka Office, 11300 Hwy 51 South, P.O. Box 350, Atoka, TN 38004** ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated June 29, 2009 (the "Deed of Trust") which has been recorded in **DESOTO County, State of Mississippi**, as follows:

**RECORDED 7/7/09 IN DK T BK 3,053 PG 184, DESOTO COUNTY, MS.**

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

**4681 NAIL ROAD, HORN LAKE, MS 38637**

The Real Property or its address is commonly known as **4681 NAIL ROAD, HORN LAKE, MS 38637**.

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

**PRINCIPAL INCREASE OF \$15,789.14. EXTENDING MATURITY DATE TO SEPTEMBER 18, 2024.**

**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 SEPTEMBER 18, 2009.**

**GRANTOR:**

x Susan Kelly Anderson  
SUSAN KELLY ANDERSON

x William L Anderson, Jr  
WILLIAM L ANDERSON, JR

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 97512720

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LENDER:

FIRST STATE BANK

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18 day of September, 20 09, within my jurisdiction, within named SUSAN KELLY ANDERSON, who acknowledged that he or she signed, executed and delivered the foregoing Modification for the purposes mentioned on the day and year therein mentioned.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



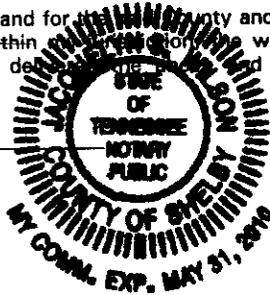
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18 day of September, 20 09, within my jurisdiction, within named WILLIAM L ANDERSON, JR., who acknowledged that he or she signed, executed and delivered the foregoing Modification for the purposes mentioned on the day and year therein mentioned.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



LENDER ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Tipton )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18th day of September, 20 09, within my jurisdiction, the within named Kirk Richardson, who acknowledged that (he)(she) is lender of First State Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

9-4-11

