

9/28/09 10:46:22
BK T BK 3,084 PG 281
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090
(662)289-5121

AFTER RECORDING RETURN TO:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090

(Space Above This Line For Recording Data)

LOAN NUMBER: 1730375

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 4th day of September, 2009, between JON C LOVELL, an unmarried person, whose address is 556 W NORTHERN STREET, HERNANDO, Mississippi 38632-0000 ("Borrower"), and Merchants & Farmers Bank whose address is 1287 STATELINE ROAD, SOUTHAVEN, Mississippi 38671 ("Lender").

Merchants & Farmers Bank and Borrower entered into a Deed of Trust dated April 26, 2004 and recorded on April 28, 2004, in Book 1975, Page 32, records of CHANCERY CLERK of DESOTO COUNTY, State of Mississippi ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 556 W NORTHERN STREET, HERNANDO, Mississippi 38632-0000
Legal Description: SEE ATTACHED EXHIBIT "A"

INDEXING INSTRUCTIONS: LOT 8, FAIRVIEW HEIGHTS SUBDIVISION, S13, T3S, R8W, & PART OF LOT 7 FAIRVIEW HEIGHTS SUBDIVISION, S13, T3S, R8W, DESOTO CO., MS

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Deed of Trust. Borrower and Lender hereby agree to modify the Deed of Trust as follows:

- MODIFIES MATURITY DATE 08/25/2014.

Borrower and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Initials 

Obrien

