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Prepared by and return to:  
Hugh H. Armistead, Attorney  
MS Bar No. 1615  
6879 Crumpler Boulevard, Suite 100  
Olive Branch, MS 38654  
(662) 895-4844

**BEN W. SMITH AND GAIL M. SMITH**  
891 Rasco Road, Southaven, MS 38671  
Home No.: (662) N/A ; Business No.: (662) 393-3348

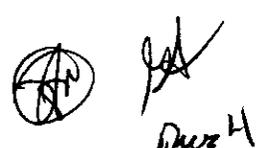
**FIRST SECURITY BANK**  
P.O. Box 850, Southaven, MS 38671  
Business No.: (662) 893-3243

**MODIFICATION AGREEMENT  
FOR SUBSTITUTION OF COLLATERAL**

WHEREAS, on July 29, 2004, **BEN W. SMITH and wife, GAIL M. SMITH**, executed a Promissory Note and Deed of Trust to Colmon Mitchell, Trustee for the benefit of **FIRST SECURITY BANK, a Mississippi Banking Corporation**, with said Deed of Trust securing numerous proposed lots in Nikki Lake Subdivision, and specifically securing proposed Lots 19 and 21 of the said Nikki Lake Subdivision, and with said Deed of Trust being recorded in **Deed of Trust Book No. 2044, at Page 344**, in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on May 12, 2005, **BEN W. SMITH and wife, GAIL M. SMITH**, executed a Promissory Note and Deed of Trust to Colmon Mitchell, Trustee for the benefit of **FIRST SECURITY BANK, a Mississippi Banking Corporation**, with said Deed of Trust securing numerous proposed lots in Nikki Lake Subdivision, and specifically securing proposed Lots 19 and 21 of the said Nikki Lake Subdivision, and with said Deed of Trust being recorded in **Deed of Trust Book No. 2236, at Page 113**, in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

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**WHEREAS**, on July 19, 2006, **BEN W. SMITH and wife, GAIL M. SMITH**, executed a Warranty Deed conveying Lot 19 of Nikki Lake Subdivision to Tony Parrish and Dana Parrish, with said Deed being recorded in Deed Book No. 534, at Page 770, and with the said Lot 19 being released thereafter by **FIRST SECURITY BANK, a Mississippi Banking Corporation**, as security from the above-described Deeds of Trust in Partial Releases dated July 20, 2009, and recorded in Deed of Trust Book No. 2523, at Pages 776 and 777, in said Clerk's Office; and

**WHEREAS**, on August 11, 2006, Tony Parrish and Dana Parrish executed a Quitclaim Deed conveying Lot 19 of the said Nikki Lake Subdivision back to **BEN W. SMITH and wife, GAIL M. SMITH**, with said Deed being recorded in Deed Book No. 538, at Page 84, in said Clerk's Office. Simultaneously therewith, **BEN W. SMITH and wife, GAIL M. SMITH**, executed a Warranty Deed conveying Lot 21 of the said Nikki Lake Subdivision to Tony Parrish and Dana Parrish, with said Warranty Deed being recorded in Deed Book No. 538, at Page 86, in said Clerk's Office. However, **FIRST SECURITY BANK, a Mississippi Banking Corporation**, was never requested to release the said Lot 21 of Nikki Lake Subdivision as security from either of the above-described Deeds of Trust, and said lot remains under the lien of said Deeds of Trust.

**WHEREAS**, **BEN W. SMITH and wife, GAIL M. SMITH**, desire to restore Lot 19 of Nikki Lakes Subdivision as collateral in said Deeds of Trust subject to the original terms and conditions as same existed as of the date of original execution of said Deeds of Trust, and **FIRST SECURITY BANK, A Mississippi Banking Corporation**, desires to release Lot 21 of Nikki Lakes Subdivision from the lien of said Deeds of Trust.

**THEREFORE**, FOR AND IN CONSIDERATION of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is now and hereafter acknowledged, **BEN W. SMITH and wife, GAIL M. SMITH**, and **FIRST SECURITY BANK, A Mississippi Banking Corporation**, do hereby agree to modify said Promissory Notes and Deeds of Trust and substitute the collateral therefore as follows:

 A circled mark containing a stylized signature or initials, and another set of handwritten initials 'JH' and 'DWS' written vertically to the right.

We, **BEN W. SMITH and wife, GAIL M. SMITH**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Secured Debt and Grantor's performance, do irrevocably grant, bargain, sell and substitute as collateral under the above-described Deeds of Trust to Colmon Mitchell, Trustee, in trust for the benefit of **FIRST SECURITY BANK, A Mississippi Banking Corporation**, with power of sale, the following described property situated in DeSoto County, Mississippi, to-wit:

**Lot 19, Nikki Lake Subdivision, situated in Section 21, Township 2 South, Range 8 West, DeSoto County, Mississippi**, as per plat thereof recorded in Plat Book 96, at Page 40, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

**FIRST SECURITY BANK, A Mississippi Banking Corporation**, does hereby bargain, sell, convey, remise, release and quitclaim unto **BEN W. SMITH and wife, GAIL M. SMITH**, as tenants by the entirety with full rights of survivorship, and not as tenants in common, from the lien of the above-described Deeds of Trust, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

**Lot 21, Nikki Lake Subdivision, situated in Section 21, Township 2 South, Range 8 West, DeSoto County, Mississippi**, as per plat thereof recorded in Plat Book 96, at Page 40, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

That the terms and conditions of the Deeds of Trust of record in **Deed of Trust Book No. 2044, at Page 344, and Deed of Trust Book No. 2236, at Page 113**, in said Clerk's Office, are incorporated herein by reference. All terms and conditions of said Deeds of Trust not herein modified shall remain in full force and effect, as well as those for the accompanying Promissory Notes.

**FIRST SECURITY BANK, a Mississippi Banking Corporation**, hereby covenants that it is the owner and holder of the said Promissory Notes and Deeds of Trust dated July 29, 2004, and May 12, 2005, and that neither of said Promissory Notes or Deeds of Trust securing said indebtedness, or any interest therein, has been sold, pledged, or hypothecated.

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BWS

WITNESS THE INDIVIDUAL AND CORPORATE SIGNATURES of the parties hereto,

this the 16<sup>th</sup> day of September, 2009.

*Ben W. Smith*  
BEN W. SMITH

*Gail M. Smith*  
GAIL M. SMITH

FIRST SECURITY BANK,  
A Mississippi Banking Corporation

By: *David Moore*  
DAVID MOORE, Vice-President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of September, 2009, within my jurisdiction, the within named **BEN W. SMITH and wife, GAIL M. SMITH**, who acknowledged that they executed the above and foregoing Modification Agreement for Substitution of Collateral.

*Michelle Watts*  
NOTARY PUBLIC  
MICHELE WATTS, DESOTO COUNTY, MS  
NOTARY  
My Commission Expires September 29, 2009  
PUBLIC

My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of September, 2009, within my jurisdiction, the within named **FIRST SECURITY BANK, A MISSISSIPPI BANKING CORPORATION**, who acknowledged that <sup>David Moore</sup> he executed the above and foregoing Modification Agreement for Substitution of Collateral.

*Vice-President of*

*Michelle Watts*  
NOTARY PUBLIC  
MICHELE WATTS, DESOTO COUNTY, MS  
NOTARY  
My Commission Expires September 29, 2009  
PUBLIC

My Commission Expires

*(M)*  
*BS*  
BWS