

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

11/23/09 8:55:18
DK T BK 3,106 PG 32
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Please re-record, date on acknowledgment

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

510 Church Rd W
SH 38671

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Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Deed of Trust does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS. JON LOVELL

NOTE #1730375

NOTE AMOUNT \$58,655.15

MATURITY DATE 08/25/2014

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

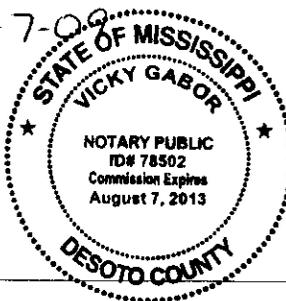
 **SEP 08 2009**
JON C LOVELL Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the above named county and state, on this 8th, Sept 2009, within my jurisdiction, the within named **JON C LOVELL**, who acknowledged that he/she executed the above and foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8-7-09
residing at




Desoto County, MS
Acting in the County of Desoto, MS

(Official Seal)

Initials 

BK 1975 PG 0034

IN 303NS

EXHIBIT "A"

LOT 8, FAIRVIEW HEIGHTS SUBDIVISION, LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 8 WEST, IN THE TOWN OF HERNANDO, MISSISSIPPI, AS SHOWN ON PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 11, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT; AND

PART OF LOT 7, FAIRVIEW HEIGHTS SUBDIVISION, LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 8 WEST, IN THE TOWN OF HERNANDO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 26 FEET 7 INCHES TO A STAKE IN THE SOUTH LINE OF THE JOHN T. TRIMM AND WIFE, JUANITA R. TRIMM LOT OR PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED DATED AUGUST 28, 1953, OF RECORD IN BOOK 40, PAGE 84, IN THE DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI; THENCE WEST ALONG SAID TRIMM SOUTH LINE 107 FEET TO A STAKE IN THE WEST LINE OF LOT 7, THENCE SOUTH ALONG SAID WEST LINE OF LOT 7, 25 FEET 7 INCHES TO THE NORTHWEST CORNER OF LOT 8; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8, 107 FEET TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS

SECTION 13, TOWNSHIP 3 SOUTH, RANGE 8 WEST, IN THE TOWN OF HERNANDO, MISSISSIPPI

Signed for Identification



Jon C. Lovell

4/26/04

Date