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This document was prepared by Community Bank, North Mississippi, 475 E. Commerce St.,  
Hernando, Mississippi 38632, (662) 429-8484

Return To: Loan Administration, Community Bank, North MS, 475 East Commerce Street,  
Hernando, MS 38632

**INDEXING INSTRUCTIONS.** Section 30, Township 1 South, Range 7 West  
Lot 182, Greenbriar Lakes Subdivision Patio Homes No. 4, Southaven, Desoto County, MS 38671

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**MODIFICATION OF DEED OF TRUST**

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 12,  
2010. The parties, their addresses and phone numbers are:

**GRANTOR:**

**DAVID L MCCORMICK**  
husband and wife  
980 Robertson Rd  
Hernando, MS 38632-7296

**LYNETTE S MCCORMICK**  
husband and wife  
7431 Overlook Dr.  
Southaven, MS 38671

**TRUSTEE:**

**THOMAS J. KING**  
P.O. Box 270  
Amory, MS 38821

*DM*  
*JM*

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**LENDER:**

**COMMUNITY BANK, NORTH MISSISSIPPI**  
 Organized and existing under the laws of Mississippi  
 P. O. Box 270  
 Amory, MS 38821  
 Telephone: 662-256-8461

**1. BACKGROUND.** Grantor and Lender entered into a security instrument dated 01/28/2004 and recorded on 01/30/2004 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 1918; Page 263 and covered the following described Property:

Lot 182, Greenbriar Lakes Subdivision Patio Homes No. 4, as situated in Section 30, Township 1 South, Range 7 West, Desoto County, Mississippi as found at Plat book 34 Page 6 in the Office of the Chancery Clerk of Desoto County, Mississippi and to which Plat reference is hereby made for a more particular description.

The property is located in Desoto County at 7431 Overlook Drive, Southaven, Mississippi 38671.

**2. MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 6523088, dated February 12, 2010, from David L McCormick (Borrower) to Lender, with a loan amount of \$53,871.00 and maturing on February 15, 2012.

(b) All Debts. All present and future debts from David L McCormick to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

*DM*

**3. WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

  
David L McCormick

Individually  
  
Lynette S McCormick  
Individually

**LENDER:**

Community Bank, North Mississippi

By   
JON BRAGG

ACKNOWLEDGMENT.

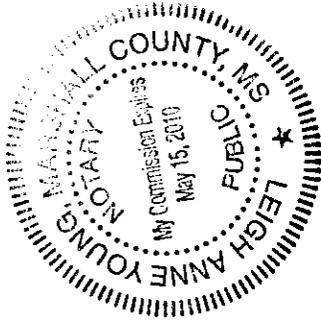
(Individual)

State OF Mississippi, County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of February, 2010, within my jurisdiction, the within named David L McCormick, husband and wife, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:  
5-15-10

Leigh Anne Young  
(Notary Public)



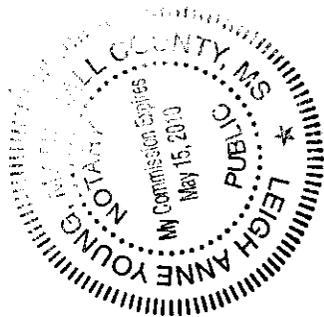
(Individual)

State OF Mississippi, County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of February, 2010, within my jurisdiction, the within named Lynette S McCormick, husband and wife, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:  
5-15-10

Leigh Anne Young  
(Notary Public)



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(Lender Acknowledgment)

State OF Mississippi County OF Deoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of February, 2010, within my jurisdiction, the within named JON BRAGG, who AVP acknowledged that he/she/they is/are of Community Bank, North Mississippi, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

5-15-10

Leigh Anne Young  
(Notary Public)



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Jon