

6/07/10 11:25:10
OK T BK 3,175 PG 49
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632

WHEN RECORDED MAIL TO:

Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39205

SEND TAX NOTICES TO:

John A. Woods and Cindy D. Woods, 2698 Fogg Road North, Nesbit, MS 38651

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Evans Wells, Assistant Vice President
Trustmark National Bank
2510 Highway 51 South
Hernando, MS 38632
(662) 429-5251

INDEXING INSTRUCTIONS: 1.74 acres, more or less, NE 1/4 of SE 1/4 of Section 34, T1S, R8W, City of Horn Lake, DeSoto, MS.

MODIFICATION OF DEED OF TRUST



9040

THIS MODIFICATION OF DEED OF TRUST dated May 24, 2010, is made and executed between John A. Woods and Cindy D. Woods ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 24, 2005 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded June 7, 2005 in the Office of the Chancery Clerk in Book 2231 at Page 716.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1.74 acres, more or less, NE 1/4 of SE 1/4 of Section 34, T1S, R8W, Horn Lake, MS.

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

The maturity date of the Note and the above described Deed of Trust shall be extended to May 24, 2014.

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 MAY 24, 2010.

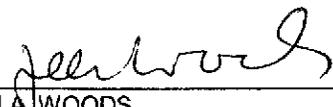
BK291

EXHIBIT "A"

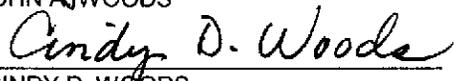
1.74 acres (75,826.88 s.f.) being part of the northeast quarter of the southeast quarter of section 34, township 1 south, range 8 west, City of Horn Lake, DeSoto County, Mississippi and described as follows;

Beginning at the northeast corner of the southeast quarter of section 34, township 1 south, range 8 west, said point being at the northeast corner of said 1.74 acres and the point of beginning (point marked by a 3/8 rebar at a fence corner). Thence S 60° 19' 59" E-326.16' along the east line of said quarter section to a 3/4" bolt at a fence corner. Thence N 86° 11' 56" W-242.96' to a point on the east west side of East Center Street (point marked by a nail on the west side of a 8" oak tree and 18' east of the center of East Center Street). Thence N 61° 49' 18" W-367.56' along east side of East Center Street to a 1" pipe on the north line of the southeast quarter of section 34 (point 16' from the center of East Center Street). Thence N 89° 23' 24" W-250.3' along the north line of said quarter section line to the point of beginning. Parcel being that same property as recorded in deed book 28 page 583 of the office of Chancery clerk, DeSoto County, Mississippi.

SIGNED FOR IDENTIFICATION PURPOSES THIS THE 24th DAY OF MAY, 2010.

By: 

JOHN A. WOODS

By: 

CINDY D. WOODS

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 27101807-76047

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GRANTOR:

x *John A. Woods*
John A. Woods
x *Cindy D. Woods*
Cindy D. Woods

LENDER:

TRUSTMARK NATIONAL BANK

x *Evans Wells*
Authorized Officer

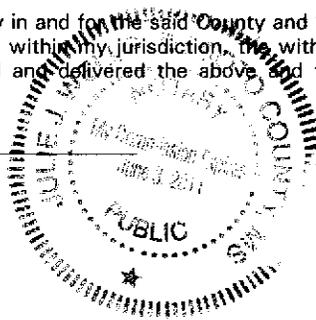
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of May, 20 10, within my jurisdiction, the within named John A. Woods and Cindy D. Woods, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Evans Wells
NOTARY PUBLIC

My Commission Expires:



LENDER ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of May, 20 10, within my jurisdiction, the within named Evans Wells, who acknowledged that (he)(she) is Ast Vice President of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Robin S. Parker
NOTARY PUBLIC

My Commission Expires:

