

State of Mississippi Space Above This Line For Recording Data

This document was prepared by: DeSoto County Bank
ATTN: Veronica Grubb, Administrative Assistant, 6040 Highway 51 N. Horn Lake, MS 38637, (662) 393-3277
(name, address, phone number)

Return to: DeSoto County Bank
ATTN: Veronica Grubb, Administrative Assistant, 6040 Highway 51 N. Horn Lake, MS 38637, (662) 393-3277

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INDEXING INSTRUCTIONS: The real property described herein is situated as follows: Lot 1045, Section C, DeSoto Village Subdivision quarter of Section 33, Township 1 South, Range 8 West of the 1st Judicial District of Desoto County, Mississippi.

MODIFICATION OF DEED OF TRUST

Loan No. 60550

WHEREAS, C & R Property Management, LLC executed a Deed of Trust to DeSoto County Bank as beneficiary ("Beneficiary") dated May 04, 2010, which Deed of Trust is recorded in Book 3,165, Page 659 in the land records in the office of the Chancery Clerk of Desoto County, Mississippi, which Deed of Trust secures the indebtedness, as described herein, of C & R Property Management, LLC ("Borrower") to Beneficiary, which indebtedness is evidenced by a promissory notes and/or renewal(s) thereof (collectively "Note"), and

WHEREAS, Borrower has requested a modification ("Modification") of the terms of said Note and Beneficiary has agreed to the terms of said Modification; and

WHEREAS, Borrower has executed a Modification, Extension and Change in Terms Agreement (the "Agreement") dated 06/29/2010, modifying the Note with a current principal balance of \$47,746.00, bearing interest at the fixed variable rate as specified therein, with the unpaid balance of principal and accrued interest, if not sooner paid, being due and payable in full on the 2nd day of July 2013; and

WHEREAS, the undersigned desire to restate the terms of said loan and Deed of Trust in accordance with the terms of the Agreement so that there shall be no misunderstanding of the matter, and to authorize and request the Chancery Clerk of the aforesaid county to note on the record of said Deed of Trust the recordation of this Modification of Deed of Trust.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby modify said Deed of Trust as follows:

1. The Deed of Trust is hereby modified according to the terms of the above referenced Agreement.
2. Except as expressly modified pursuant to the terms hereof, the Deed of Trust, the terms of which are hereby expressly incorporated herein by reference, shall remain in full force and effect as originally executed.
3. This Modification of Deed of Trust is intended to be a modification only of the Deed of Trust and not a discharge or novation of the Deed of Trust or the indebtedness secured thereby, and this Modification of Deed of Trust is not intended to, in any manner, impair the lien or affect the validity or priority of the Deed of Trust.
4. Except as expressly modified, the terms of the Note and Deed of Trust shall remain unchanged and in full force and effect. Consent by the 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 changes or modifications. Nothing in this Agreement shall constitute a satisfaction of the Note or other credit agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, endorsers, guarantors and other accommodation parties to the Note, unless a party is expressly released by Lender in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification of Deed of Trust.



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WITNESS the signatures of the parties this 29th day of June 2010

DeSoto County Bank

By: [Signature]
Elizabeth Thomas
Its: Vice President

C & R Property Management, LLC

BY: [Signature] 6/29/10 Date Date
Christopher Newsom, Member

Date Date

Date Date

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that (he/she/they) executed the above and foregoing instrument.

Notary Public

My Commission Expires: _____

(SEAL)

STATE OF Mississippi

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of June, 2010, within my jurisdiction, the within named Christopher Newsom, who acknowledged that (he/she) is Member of C & R Property Management, LLC, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he/she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
Notary Public

My Commission Expires: _____

(SEAL)

