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This document was prepared by Loan Operations Department, Community Bank, North Mississippi, P.O. Box 270, Amory, Mississippi 38821, (662) 256-8461

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

INDEXING INSTRUCTIONS. Section 19, Township 2 South, Range 7 West - Plat Book 102 Pages 46-47

Lot 1, Sec. A, Stewartshire S/D, Southaven, Desoto County, MS

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 22, 2010. The parties, their addresses and phone numbers are:

GRANTOR:

CHARLES MOORE
9426 Goodman Road
Olive Branch, MS 38654

TRUSTEE:

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

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 08/11/2009 and recorded on 08/14/2009 (Security Instrument). The Security Instrument was recorded in the

records of Desoto County, Mississippi at Book 3,068; Page 303 and covered the following described Property:

Lot 1, Section A, Stewartshire Subdivision, situated in Section 19, Township 2 South, Range 7 West, Desoto County, Mississippi as per plat recorded in Book 102, Pages 46-47, Chancery Clerk's Office, Desoto County, Mississippi

The property is located in Desoto County at Lot 1, Stewartshire, Sec. A, 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. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time will not exceed \$139,406.50. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. 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. 1333607, dated June 22, 2010, from Grantor to Lender, with a loan amount of \$139,406.50 and maturing on July 5, 2011.

(b) **All Debts.** All present and future debts from Grantor 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.

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.

5. **ADDITIONAL TERMS.** No longer line of credit

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:

Individually

LENDER:
Community Bank, North Mississippi
By 
SIMON WEIR

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 21st day of June, 2010, within my jurisdiction, the within named Charles Moore, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:
5/15/14


(Notary Public)



(Lender Acknowledgment)

State OF Mississippi County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of June, 2010, within my jurisdiction, the within named SIMON WEIB, who acknowledged that he/she/they is/are President Desoto Surcorer 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:

5-15-14

Leigh Anne Young
(Notary Public)



[Handwritten signature]