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8/09/10 8:32:06  
DK T BK 3,197 PG 335  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:  
Merchants & Farmers Bank  
P.O.B ox 520  
KOSCIUSKO, MS 39090  
(662)289-5121

AFTER RECORDING RETURN TO:  
Merchants & Farmers Bank  
~~P.O. Box 520~~  
~~KOSCIUSKO, MS 39090~~

**M&F Bank**  
**510 Church Rd W**  
**Southaven, MS 38671**

(Space Above This Line For Recording Data)

### MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 27th day of May, 2010, between Brian Fliemann, whose address is 5225 Desoto Road, Horn Lake, Mississippi 38637 ("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 September 27, 2007 and recorded on December 5, 2007, in Book 2827, Page 175, records of CHANCERY CLERK of DESOTO COUNTY, State of Mississippi ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 5225 Desoto Road, Horn Lake, Mississippi 38637  
Legal Description: SEE ATTACHED EXHIBIT "A"  
Property Size: 7.36 acres.

**INDEXING INSTRUCTIONS: PART OF THE NE 1/4 OF S 30, T1S, R8W, DESOTO COUNTY, 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:

- **ALSO:**  
**DEED OF TRUST DATED 01/28/2009, RECORDED 06-15-2009, BOOK 3044 PAGE 765**
- DEED OF TRUST DATED 01-28-2009, RECORDED 08-03-2008, BOOK 3064, PAGE 144 AND RE-RECORDED 09-21-2009, BOOK 3081 PAGE 294**

**MODIFIES THE DEED OF TRUST MATURITY DATE TO 06/05/2017.**

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.

Initials

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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.

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. BORROWERS: BRIAN FLIEHMANN**  
**NOTE NUMBER: 1840805**  
**IN THE AMOUNT OF \$153,441.77**  
**MATURITY DATE: 06/05/2017**

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.

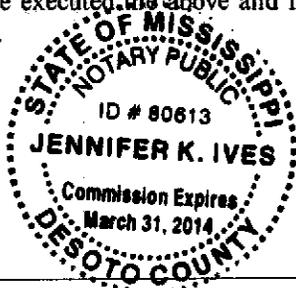
 5-27-10  
\_\_\_\_\_  
Brian Fliehmann Date

**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 27th of May 2010, within my jurisdiction, the within named **Brian Fliehmann**, 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:



  
\_\_\_\_\_  
Identification Number

(Official Seal)

\_\_\_\_\_  
Initials

LENDER: Merchants & Farmers Bank

*[Signature]*

By: AMY LUCOVICH Date  
Its: ASSISTANT VICE PRESIDENT

BUSINESS ACKNOWLEDGMENT

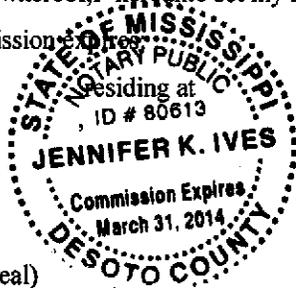
STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

On this the 27th of May 2010, before me, Jennifer Ives, a notary, personally appeared AMY LUCOVICH, ASSISTANT VICE PRESIDENT on behalf of Merchants & Farmers Bank, a (n) Corporation, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as ASSISTANT VICE PRESIDENT of Merchants & Farmers Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

In witness whereof, I hereunto set my hand and official seal.

My commission expires



*[Signature]*

Identification Number

(Official Seal)

Initials

**EXHIBIT A  
LEGAL DESCRIPTION**

Attached to file: 96-00885443

All that certain property situated in the County of DESOTO, and State of MISSISSIPPI, being described as follows:

Commencing at the NE corner of S30, T1S, R8W, DeSoto County, Mississippi; thence S89-52-17W along the center of DeSoto Rd. 874.14 feet to a point; thence S00-01-49W 40 feet to the south ROW of DeSoto Rd., said point being POB of tract herein described and marked by a 3/8" RB; thence S00-01-49W along a wire fence 783.32 feet to a 3/8" RB set; thence S89-53-26W 404.10 feet to a point in a wire fence 3/8" RB set; thence N00-01-49E 783.32 feet to a point on the S ROW of DeSoto Rd.; thence N89-52-17E 404.10 feet to the POB and containing 7.36 acres.

BEING THE PROPERTY CONVEYED IN Warranty Deed from Micheal G. Alexander DBA Alexander Enterprises to Brian Fleihmann, dated 09/21/2007, recorded 12/05/2007, in Deed Book 574, Page 148, in the Clerk of Chancery Court for Desoto County, Mississippi.

INDEXING INSTRUCTIONS: PART OF THE NE ¼ OF S30, T1S, R8W, DESOTO COUNTY, MISSISSIPPI