

This instrument prepared by and return to:

Gary P. Snyder (MSB #7682)
Watkins Ludlam Winter & Stennis, P.A.
Post Office Box 1456
Olive Branch, MS 38654
662-895-2996

Indexing Instructions: Southwest Quarter of Section 17, Township 2 South, Range 6 West, DeSoto County, Mississippi.

Marginal Notation: Deed of Trust Book 2966 at Page 159.

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST ("Amendment") is made and entered into as of the 28th day of October, 2010, by and between **Bradley W. McIntosh and Leah K. McIntosh** (collectively "Borrowers"), and **BancorpSouth Bank, a Mississippi Banking Corporation** ("Lender").

WHEREAS, the Borrowers executed a Deed of Trust dated November 3, 2008 to J. Patrick Caldwell, Trustee for Lender, said Deed of Trust appearing of record in Trust Deed Book 2966, Page 159, Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, the above described Deed of Trust is referred to herein as the ("Deed of Trust"); and

WHEREAS, the Deed of Trust contains an erroneous legal description; and

WHEREAS, Borrowers and Lender desire to amend the Deed of Trust to include an accurate legal description.

NOW, THEREFORE, for and in consideration of the covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed by Borrowers and Lender to amend the Deed of Trust as follows:

1. The legal description of the real property irrevocably granted, bargained and sold by the Borrowers to the Trustee for the benefit of the Lender, in the Deed of Trust, is hereby amended to read as follows:

Commencing at the commonly accepted southeast corner of the southwest quarter of Section 17, Township 2 South, Range 6 West; thence South 90°00'00" West, a distance of 2258.85 feet; thence North 00°23'03" West, a distance of 1288.79 feet to the POINT OF BEGINNING; thence South 88°53'58" West, a distance of 327.77 feet to the east line of Craft Road; thence North 00°44'59" West along said east line, a distance of 303.48 feet to the south line of Dunn Lane; thence North 89°51'10" East along said south line, a distance of 327.80 feet; thence South 00°44'48" East, a distance of 298.02 feet to the POINT OF BEGINNING; said described tract containing 2.26 acres, more or less.

2. Borrowers and Lender covenant (i) that each has full authority to exercise this Amendment, (ii) that any capitalized terms used herein and not otherwise defined herein shall have the meaning defined in the Deed of Trust, (iii) that, except as stated herein, the provisions of the Deed of Trust shall continue unchanged and in full force and effect, and (iv) that the terms of the Deed of Trust are hereby ratified and approved as amended herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set forth above.

BORROWERS:

Bradley W. McIntosh
BRADLEY W. McINTOSH

Leah K. McIntosh
LEAH K. McINTOSH

LENDER:

BANCORP SOUTH BANK

By: *J. Bryant Cashion*
J. Bryant Cashion
Title: Vice-President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of October, 2010, within my jurisdiction, the within named **Bradley W. McIntosh and Leah K. McIntosh**, who acknowledged that they executed the above and foregoing instrument.

Melissa A. Schmidt
Notary Public

My Commission Expires:
1-26-11



STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of October, 2010, within my jurisdiction, the within named **J. Bryant Cashion**, who acknowledged that he is Vice-President of BancorpSouth Bank, a Mississippi Banking Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Melissa A. Schmidt
Notary Public

My Commission Expires:
1-26-11

