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DK T BK 3,267 PG 727  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

State of Mississippi

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This document was prepared by: The Bank of Fayette County Poperton Branch  
ATTN: Cathy Mathis, Branch Manager, P.O. Box 277 Moscow, TN 38057, (901) 854-2266  
(name, address, phone number)

Return to: The Bank of Fayette County, 1265 Hwy 57 E., Collierville, TN 38017

INDEXING INSTRUCTIONS: The real property described herein is situated as follows:  
Section 28, Township 2, South, Range 6 West  
of the 1st Judicial District of Desoto County, Mississippi.

### MODIFICATION OF DEED OF TRUST

Loan No. 1178907141

WHEREAS, GERALDINE G. MCDONNELL  
executed a Deed of Trust to The Bank of Fayette County as beneficiary  
("Beneficiary") dated February 19, 2004 at Bk 2991, Pg 541, which Deed of Trust is recorded in  
Bk 1936, Pg 475 and re-recorded at Bk 2118, Pg 25 & modified 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  
GERALDINE G. MCDONNELL ("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 01/18/2011, modifying the Note with a current principal balance of \$300,000.00, 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 18th day of January 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.

WITNESS the signatures of the parties this 24<sup>th</sup> day of January 2011

The Bank of Fayette County Piperton Branch

By: Cathy Mathis  
Cathy Mathis

Its: Branch Manager

Geraldine G. McDonnell IAN 24 2011  
GERALDINE G. MCDONNELL Date Date

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Date Date

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Date Date

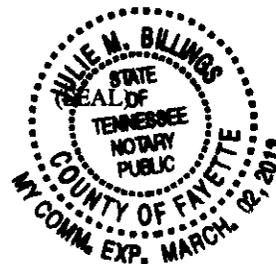
STATE OF Tennessee

COUNTY OF Fayette

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of January, 2011, within my jurisdiction, the within named GERALDINE G. MCDONNELL, who acknowledged that (he/she/they) executed the above and foregoing instrument.

Julie M Billings  
Notary Public

My Commission Expires: 3/02/13



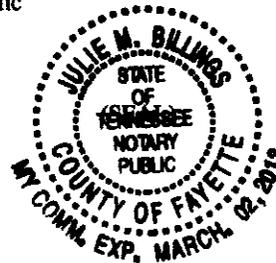
STATE OF Tennessee

COUNTY OF Fayette

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of January, 2011, within my jurisdiction, the within named Cathy Mathis, who acknowledged that (he/she) is Branch Manager of The Bank of Fayette County, a Tennessee 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.

Julie M Billings  
Notary Public

My Commission Expires: 3/02/2013



## "Exhibit A"

**Tract I:** A 40.5623 acre tract situated in the northeast quarter of Section 28, Township 2 South, Range 6 West, DeSoto County, Mississippi being more particularly described as BEGINNING at an iron stake in the north line of Section 28 1699.26 feet west of the northeast corner of Section 28, Township 2 South, Range 6 West, said point being the northwest corner of the Lebanon Cemetery property; thence West 610.74 feet with the north line of said Section to an iron stake; thence south 1892.06 feet to an iron stake; thence east 994.90 feet to an iron stake; thence north 1642.86 feet (called) 1642.67 feet (measured) to an iron stake at the southeast corner of said cemetery property; thence south  $89^{\circ}59'23''$  west 414.4 feet (called) 413.85 feet (measured) along the southerly line of said cemetery property to a 3 inch iron pipe corner; thence north  $67^{\circ}57'43''$  west 129.97 feet (called) 130.75 feet (measured) along the southerly line of said cemetery property to a 2 inch angle iron fence corner; thence north  $35^{\circ}00'16''$  east 251.11 feet (called) 250.95 feet (measured) along the westerly line of said cemetery property to the point of beginning containing 40.5623 acres of land being subject to all easements and right of ways of record.

**TRACT II:** A 17.8202 acre tract of land located in the northeast quarter of Section 28, Township 2 South, Range 6 West, DeSoto County, Mississippi being more particularly described as BEGINNING at an iron stake in the north line of Section 28 855.10 feet westwardly from the northeast corner of Section 28, Township 2 South, Range 6 West; thence west 460.00 feet with the north line of Section 28 to an iron stake at the northeast corner of the Lebanon Cemetery property; thence south 1892.06 feet to an iron stake; thence east 366.20 feet to an iron stake; thence north  $00^{\circ}35'53''$  east 427.09 feet (called) 427.72 feet (measured) to an iron stake; thence north  $31^{\circ}15'36''$  west 50.00 feet to an iron stake; thence north 438.82 feet to an iron stake; thence east 115.30 feet to an iron stake; thence north 983.00 feet to the point of beginning containing 17.8202 acres of land being subject to all easements and right of ways of record.