

W.E. 1/26/11 11:13:24
DK T BK 3,268 PG 1
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:
Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

W.E. **WHEN RECORDED MAIL TO:**
Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

SEND TAX NOTICES TO:
Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Community Bank, North Mississippi
475 E. Commerce Street
Hernando, MS 38632
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 12, Stewartshire S/D, Section A, Desoto County, MS. PLAT BOOK #102, PAGES 46-47



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated January 12, 2011, is made and executed between Charles Moore, whose address is PO Box 661, Olive Branch, MS 38654-0661 ("Grantor") and Community Bank, North Mississippi, whose address is Southaven Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 17, 2009 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:
Recorded 1/4/2010, DeSoto County Chancery Clerk, Book 3,120, Page 251.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1345478

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REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2753 Flora Lee Dr. S, Nesbit, MS 38651.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To extend maturity date to 1/5/2013 and to modify this D/T is no longer a line of credit.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by 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 modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 12, 2011.

GRANTOR:


Charles Moore

LENDER:

COMMUNITY BANK NORTH MISSISSIPPI

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1345478

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of January, 20 11, within my jurisdiction, the within named Charles Moore, who acknowledged that he or she signed, executed and delivered the ~~above~~ foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC Leigh Anne Young

My Commission Expires: 5-15-14



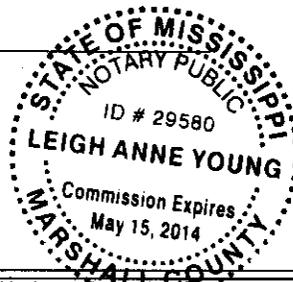
LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of January, 20 11, within my jurisdiction, the within named Simon A. Waver, who acknowledged that (he)(she) is President Desoto Division of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

NOTARY PUBLIC Leigh Anne Young

My Commission Expires: 5-15-14



Attached to and forming a part of Modification Deed of Trust dated 1/12/2011 in the name of Charles Moore.

Exhibit "A"

Lot 12, 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.

Signed for Identification:

A handwritten signature in cursive script that reads "Charles Moore". The signature is written in black ink and is positioned above a horizontal line.

Charles Moore