

55
33

WHEN RECORDED MAIL TO:
First Tennessee Bank National Association, P.O. Box 1986, Memphis, TN 38101

SEND TAX NOTICES TO:
Toney L. Banks and Phyllis Y. Banks, 5536 Amanda Belle Cove, Southaven, MS 38672

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Commercial Credit Fulfillment Center
First Tennessee Bank National Association
615 Goodman Road East
Southaven, MS 38671
(662) 349-2957

INDEXING INSTRUCTIONS: Lots 226, 227 & 228, The Lakes of Delta Bluffs Planned Development, Phase VIII, Area "L", located in Section 26, Township 1 South, Range 9 West, DeSoto Co, Mississippi as recorded in Plat Book 90, Pages 41-42.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 8, 2011, is made and executed between Toney L. Banks and wife, Phyllis Y. Banks, whose address is 5536 Amanda Belle Cove, Southaven, MS 38672 ("Grantor") and First Tennessee Bank National Association, whose address is Private Client Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 20, 2008 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of March 07, 2008, in the original principal amount of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated March 07, 2008 and filed of record on March 30, 2008 in Book 2,891, Page 732, Chancery Clerk's Office for DeSoto County, Mississippi

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 Lots 226, 227 and 228 Soaring Oaks Drive, Walls, MS 38680.

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

WHEREAS, Borrower has this day executed to Lender modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to March 07, 2014 (the "Modified Note"); and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Modified Note and all extensions, renewals, amendments, and modifications thereof.

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 APRIL 8, 2011.

B6132
ew

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 30049368

Page 2

GRANTOR:

Tony L. Banks
 Phyllis Y. Banks

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

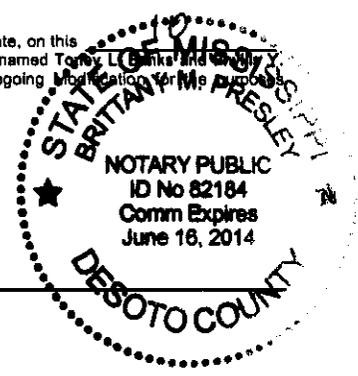
[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this day of April, 2011, within my jurisdiction, the within named Tony L. Banks and Phyllis Y. Banks, who acknowledged that they signed, executed and delivered the above and foregoing Modification of Deed of Trust for the purposes mentioned on the day and year therein mentioned.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6-16-2014



LENDER ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this day of April, 2011, within my jurisdiction, the within named Jay Juel, who acknowledged that (he)(she) is private client RM of First Tennessee Bank National Association and that in said representative capacity (he)(she) executed the above and foregoing Modification of Deed of Trust that having been duly authorized so to do.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6-16-2014

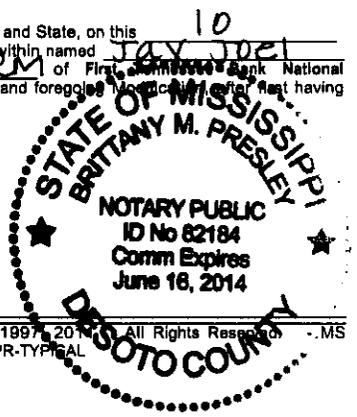


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 226, 227 & 228, The Lakes of Delta Bluffs Planned Development, Phase VIII, Area "L", located in Section 26, Township 1 South, Range 9 West, DeSoto County, Mississippi, as recorded in Plat Book 90, Pages 41-42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address: **Lots 226, 227 & 228, The Lakes of Delta Bluffs,
P.D.
Walls, MS 38680**