

8/08/11 9:03:13  
DK T BK 3,329 PG 262  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632

**WHEN RECORDED MAIL TO:**

*du* Trustmark National Bank, Attn: Loan Operations, P. O. Box 4492, Jackson, MS 39205  
291

**SEND TAX NOTICES TO:**

Oak Park, LLC; c/o Jack Tucker  
5719 Raleigh Lagrange #7; Memphis, TN 38134

FOR RECORDER'S USE ONLY

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This Modification of Deed of Trust prepared by:  
Michael Leonard, President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 429-5251

INDEXING INSTRUCTIONS: 11.11 acres, more or less, tract of land located in the NW 1/4 of the NW 1/4, Section 36, T1S, R6W, DeSoto County, MS.

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**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated July 25, 2011, is made and executed between Oak Park, LLC ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated March 30, 2007 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded April 2, 2007 in the Office of the Chancery Clerk in Book 2,891 at Page 191 subsequently modified by Modification of Deed of Trust dated March 24, 2009 and recorded in said records in Book 3,021 at Page 797.

**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 NW 1/4 of the NW 1/4, Sec 36, T1S, R6W,

4

**EXHIBIT "A"**

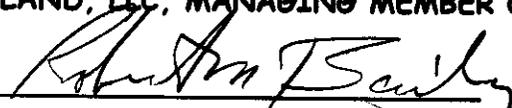
A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 36, Township 1 South, Range 6 West, DeSoto County, Mississippi, and is further described as follows:

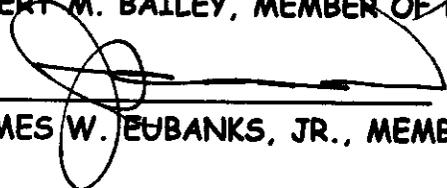
Beginning at a 1/2" rebar set; said point lies South 70 degrees 38 minutes 43 seconds East a distance of 1432.01 feet from a p.k. nail found being the Northwest corner of Section 36, Township 1 South, Range 6 West; thence North 87 degrees 50 minutes 15 seconds East a distance of 400.00 feet to a 1/2" rebar set; thence South 00 degrees 00 minutes 00 seconds East a distance of 1048.11 feet to a 1/2" rebar set; thence North 90 degrees 00 minutes 00 seconds West a distance of 492.65 feet to a 1/2" rebar set; thence North 00 degrees 00 minutes 00 seconds East a distance of 660.23 feet to a 1/2" rebar set; thence North 30 degrees 09 minutes 33 seconds East a distance of 200.00 feet to a 1/2" rebar set; thence North 02 degrees 09 minutes 45 seconds West a distance of 200.00 feet to a 1/2" rebar set which is the True Point of Beginning, being subject to all codes, regulations and restriction, rights of way and easements of record.

SIGNED FOR IDENTIFICATION PURPOSES, THIS THE 25th DAY OF JULY, 2011.

OAK PARK, LLC

EBI LAND, LLC, MANAGING MEMBER OF OAK PARK, LLC

BY:   
 ROBERT M. BAILEY, MEMBER OF EBI LAND, LLC

BY:   
 JAMES W. EUBANKS, JR., MEMBER OF EBI LAND, LLC

DeSoto County, MS.

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

**The maturity date of the Note and the above described Deed of Trust shall be extended to July 25, 2013.**

**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 JULY 25, 2011.**

**GRANTOR:**

OAK PARK, LLC

EBI LAND, LLC, Managing Member of Oak Park, LLC

By: [Signature]  
Robert M. Bailey, Member of EBI Land, LLC

By: [Signature]  
James W. Eubanks, Jr., Member of EBI Land, LLC

**LENDER:**

[Signature]  
TRUSTMARK NATIONAL BANK  
X Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Mississippi )

COUNTY OF Union )

) SS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26th day of July, 2011, within my jurisdiction the within named Robert M. Bailey and James W. Eubanks, Jr., who acknowledged to me that they are Member and Member, respectively, of EBI Land, LLC, a Mississippi Limited Liability Company, and Managing Member of Oak Park, LLC, a Mississippi Member-Managed Limited Liability Company, and that for and on behalf of EBI Land, LLC as Managing Member of Oak Park, LLC, and as the act and deed of EBI Land, LLC, as Managing Member of Oak Park, LLC and as the act and deed of Oak Park, LLC, they executed the above and foregoing instrument, after first having been duly authorized by EBI Land, LLC and Oak Park, LLC so to

Stacey L. Simpson  
NOTARY PUBLIC





My Commission Expires:  
8/22/12

**LENDER ACKNOWLEDGMENT**

STATE OF Mississippi )  
COUNTY OF DeSoto ) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26<sup>th</sup> day of July, 20 11, within my jurisdiction, the within named Michael H. Leonard, who acknowledged that (he)(she) is President of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Robin S. Parker  
NOTARY PUBLIC

My Commission Expires:  
October 1, 2012

