

8/08/11 10:10:32
DK T BK 3,329 PG 374
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI
COUNTY OF Desoto

Prepared by and return to:
dk KITCHENS KELLEY GAYNES, P.C.
ATTORNEYS AT LAW
ELEVEN PIEDMONT CENTER - SUITE 900
3495 PIEDMONT ROAD, N.E.
ATLANTA, GEORGIA 30305-1753
Barbara A. Lincoln, Esq.
404-237-4100

MODIFICATION OF
DEED OF TRUST

(BOOK 2866, PAGE 640,
DESOTO COUNTY, MISSISSIPPI RECORDS)

THIS MODIFICATION, made and entered into as of this 17 day of July, 2011,
by and between TRACY WILLIAMS (hereinafter referred to as "Grantor"), and
FIDELITY BANK (hereinafter referred to as "Grantee").

W I T N E S S E T H:

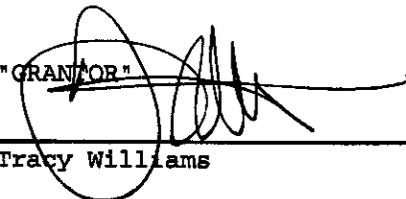
WHEREAS, Grantor did execute and deliver to Grantee ("Lender") a Deed of
Trust dated March 6, 2008, recorded in Book 2866, page 640, DeSoto County,
Mississippi Records (hereinafter called the "Trust Deed"), conveying to Lender
certain real property (the "Property") located in DeSoto County, Mississippi,
more particularly described in the Trust Deed, as security for a certain
indebtedness of Tracy Williams and Brent Williams to Grantee in the principal sum
of EIGHT HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FIFTY-THREE AND 00/100
(\$882,353.00) DOLLARS, as evidenced by Promissory Note from Tracy Williams and
Brent Williams to Grantee dated March 6, 2008 (the "Note"); and

WHEREAS, the Grantor and Grantee desire to modify the Trust Deed to correct
the original principal amount shown on page two to \$882,353.00, and to add the
maturity date of April 1, 2028.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

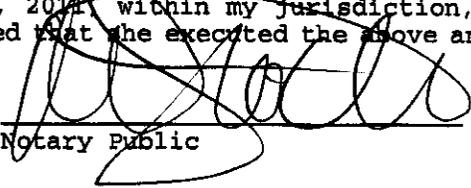
1. The Trust Deed shall be modified by deleting the following language in the third paragraph of page two in its entirety:
 "That Note in the original principal amount of \$882,353,000.00 dated of even date herewith payable to the order of Lender and signed by the following maker(s): Tracy Williams and Brent Williams"
 and inserting in lieu thereof, the following:
 "That Note in the original principal amount of \$882,353.00 dated of even date herewith payable to the order of Lender and signed by the following maker(s): Tracy Williams and Brent Williams, having a maturity date of April 1, 2028."
2. Except as expressly set forth herein, all other terms and conditions of the Trust Deed shall remain in full force and effect, and this Trust Deed shall secure the Note as modified. In no event shall this Modification, or any provision hereof, in any way be held to invalidate or impair any right or remedy granted Grantee under the terms of the Note secured by the Trust Deed, or the Trust Deed.
3. This Modification shall be construed in accordance with the laws of the State of Mississippi and shall be binding upon the parties hereto, their successors, heirs, executors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first above written.


 "GRANTOR"
 _____ (SEAL)
 Tracy Williams

STATE OF Tennessee
 COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on July 21, 2014 within my jurisdiction, the within named Tracy Williams, who acknowledged that she executed the above and foregoing instrument.



 Notary Public

My Commission Expires:
2/22/15



The undersigned is the husband of the Grantor and is executing this document to acknowledge his consent to the foregoing.

[Signature] (SEAL)
Brent Williams

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on July 21, 2011, within my jurisdiction, the within named Brent Williams, who acknowledged that he executed the above and foregoing instrument.

[Signature]
Notary Public

My Commission Expires:
2/22/15



"GRANTEE"
FIDELITY BANK

By: [Signature]
Title: VP

STATE OF GEORGIA
COUNTY OF Fulton

Personally appeared before me, the undersigned authority in and for the said county and state, on July 27, 2011, within my jurisdiction, the within named Stephani Whitfield, who acknowledged that s/he executed the above and foregoing instrument.

[Signature]
Notary Public

had been president of Fidelity Bank

My Commission Expires:

