

12/08/11 12:10:44  
DK T BK 3,376 PG 305  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

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

**WHEN RECORDED MAIL TO:**  
Community Bank, 475 East Commerce Street, Hernando, MS 38632

**SEND TAX NOTICES TO:**  
Community Bank, 475 East Commerce Street, Hernando, MS 38632

FOR RECORDER'S USE ONLY

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

INDEXING INSTRUCTIONS: Lot 1, 2nd Revision, Stansell 3-Lot S/D, Section 26, T1S, R9W, DeSoto Co, MS.



**MODIFICATION OF DEED OF TRUST**



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**THIS MODIFICATION OF DEED OF TRUST** dated November 30, 2011, is made and executed between York Developments, LLC, whose address is 112 Sheffield Loop Ste D, Hattiesburg, MS 39402-1406 ("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 August 7, 2002 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

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

Loan No: 6503577

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recorded 08/09/02 in DeSoto County, Book 1543 and Page 612 and re-recorded 10/21/02 in DeSoto County, Book 1584 Page 708 and Modification Deed of Trust dated 04/20/09, recorded 10/15/09 in DeSoto County, Book 3,091 Page 228.

**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 1600 Block of Goodman Rd W, Horn Lake, MS 38637.

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

To extend maturity date to 12/15/12.

**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 endorser 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.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here   *mw*  ).

**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 NOVEMBER 30, 2011.**

GRANTOR:

YORK DEVELOPMENTS, LLC

By:

*Bennett V York*, Member of York Developments, LLC

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

x

*Jul Moore*  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6503577

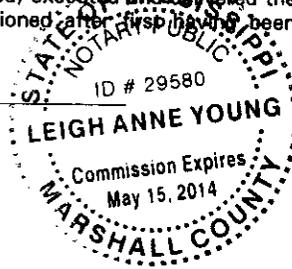
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 30th day of November, 20 11, within my jurisdiction, the within named Bennett V York, Member of York Developments, LLC, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Leigh Anne Young  
NOTARY PUBLIC



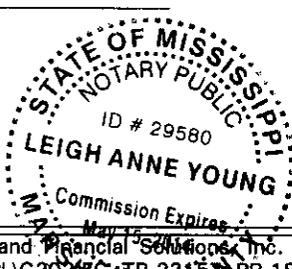
My Commission Expires: 5-15-14

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 30th day of November, 20 11, within my jurisdiction, the within named Ford Moore, who acknowledged that (he)(she) is SVP 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.

Leigh Anne Young  
NOTARY PUBLIC



My Commission Expires: 5-15-14

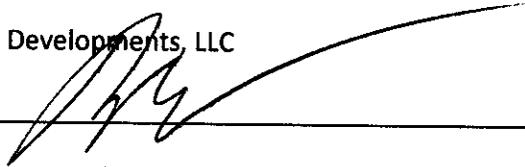
Attached to and forming a part of Modification Deed of Trust dated 11/30/11 in the name of York Developments, LLC.

Exhibit "A"

LOT 1, SECOND REVISION, STANSELL 3-LOT SUBDIVISION, IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT APPEARING OF RECORD IN PLAT BOOK 48, PAGE 17, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Signed for Identification:

York Developments, LLC

A handwritten signature in black ink, appearing to read 'Bennet V York', is written over a horizontal line. The signature is stylized and cursive.

Bennet V York, Member