
Space Above This Line For Recording Data

This document was prepared by Loan Operations, Desoto County Bank, 6040 Highway 51 N, Horn Lake, MS 38637, 662-996-1282

Return To: Loan Operations, Desoto County Bank, 6040 Highway 51 N, Horn Lake, MS 38637
INDEXING INSTRUCTIONS. Cherokee Ridge Subdivision Section 31, Township 1 South, Range 6 West of the
1st Judicial District of DeSoto County, Mississippi

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 22, 2012. The parties, their addresses and phone numbers are:

GRANTOR:

MARSHALL L DYE JR
Spouse of Debra B Dye
6747 Indigo Lake Drive
Olive Branch, MS 38654-0000
901-634-9256

DEBRA B DYE
Spouse of Marshall L Dye, Jr
6747 Indigo Lake Dr
Olive Branch, MS 38654-0000
901-634-9256

TRUSTEE:

HUGH H. ARMISTEAD
6879 Crumpler Blvd. #100
Olive Branch, MS 38654



4

LENDER:

DESOTO COUNTY BANK

Organized and existing under the laws of Mississippi
6040 Highway 51 N
Horn Lake , MS 38637
Telephone: (662) 996-1282

1. BACKGROUND. Grantor and Lender entered into a security instrument dated January 23, 2012 and recorded on February 2, 2012 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at BK 3,395 PG 555 and covered the following described Property:

Lot 30, Cherokee Ridge, Part of Cherokee Valley P.U.D. situated in Section 31, Township 1 South, Range 6 West, as shown on plat of record in Plat Book 64, Pages 31-32, in the Chancery Clerk's Office of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

The property is located in Desoto County at 6747 Indigo Lake Dr, Olive Branch, Mississippi 38654.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 50063, dated January 23, 2012, from Grantor to Lender, with a modified loan amount of \$208,866.44 and maturing on January 23, 2013.

(b) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.



SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

Marshall L Dye Jr
Marshall L Dye Jr
Individually

Debra B Dye
Debra B Dye
Individually

LENDER:

Desoto County Bank

By Justin Bolo
Justin Bolo, VP/Commercial Lender

ACKNOWLEDGMENT.

(Individual)

State MS OF MS, County Desoto OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of February, 2012, within my jurisdiction, the within named Marshall L Dye Jr, spouse of Debra B Dye, and Debra B Dye, spouse of Marshall L Dye, Jr, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires:

Nicole Lovett
(Notary Public)



(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 22 day of February, 2012, within my jurisdiction, the within named Justin Bobo, who acknowledged that he/she/they is/are VP/Commercial Lender of Desoto County Bank, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:


(Notary Public)

