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DK T BK 3,404 PG 80
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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3/15/12 11:31:23
DK T BK 3,413 PG 354
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Hernando 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

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

INDEXING INSTRUCTIONS: Lot 363, Section B, Desoto Village S/D, S34, T1S, R8W, DeSoto County, MS.



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated February 15, 2012, is made and executed between Jerry W Bain and Connie P Bain, whose address is PO Box 302, Nesbit, MS 38651-0302 ("Grantor") and Community Bank, North Mississippi, whose address is Hernando Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 26, 2010 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded 2/2/2010 in the office of the Chancery Clerk of DeSoto County, MS, Book 3,131, Page 34.

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

Loan No: 1348361

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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 2560 Valleybrook Rd., Horn Lake, MS 38637.

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

To extend the maturity date to 2/15/2015.

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.

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 JB): JPB CB

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 FEBRUARY 15, 2012.

GRANTOR:

X Jerry W Bain
Jerry W Bain

X Connie P Bain POA for Connie Bain
Connie P Bain

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

X [Signature]
Authorized Officer

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

Loan No: 1348361

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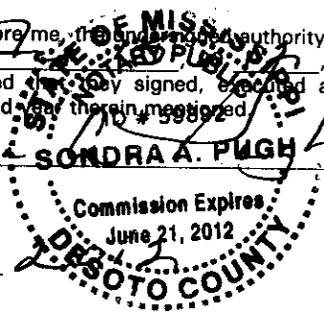
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Italo)

Personally appeared before me, the undersigned authority in and for the said County and State, on this June 21, 2012 day of June, within my jurisdiction, the within named Jerry W Bain and Connie P Bain, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Jerry W Bain, POA
Connie P Bain

Sondra A. Pugh
NOTARY PUBLIC



My Commission Expires: June 21, 2012

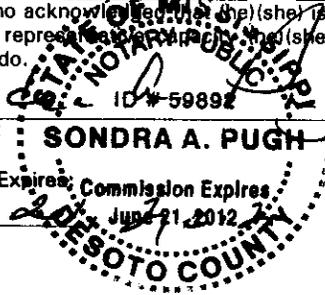
LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Italo)

Personally appeared before me, the undersigned authority in and for the said County and State, on this June 21, 2012 day of June, within my jurisdiction, the within named Jon Pugg, who acknowledged that he (she) is Jon Pugg of Community Bank, North Mississippi and that in said representation he (she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Jon Pugg

Sondra A. Pugh
NOTARY PUBLIC



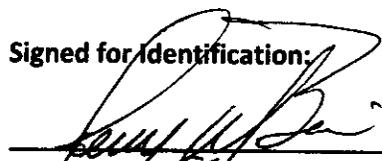
My Commission Expires: June 21, 2012

Attached to and forming a part of Modification Deed of Trust dated 2/15/2012 in the name of Jerry W. Bain and Connie P. Bain.

Exhibit "A"

Lot 363, Section B, DeSoto Village Subdivision, Section 34, Township 1 South, Range 8 West, in DeSoto County, Mississippi as shown on plat of record in Plat Book 8, Pages 16-21, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

Signed for Identification:



Jerry W. Bain



Connie P. Bain