

SAS  
5/08/12 10:19:58  
DK T BK 3,437 PG 36  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK  
ME  
2/13/12 8:52:40  
DK T BK 3,400 PG 111  
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  
475 E. Commerce Street  
Hernando, MS 38632  
(662) 429-8484

**INDEXING INSTRUCTIONS:** LOT 833, SECTION B, DESOTO VILLAGE S/D, SITUATED IN SEC 33, T1S, R8W, DESOTO COUNTY, MS .



**MODIFICATION OF DEED OF TRUST**



\*0000000001408127L#####012020120000\*

**THIS MODIFICATION OF DEED OF TRUST** dated January 20, 2012, is made and executed between Cox Properties, LLC, whose address is 6740 Scenic Hollow Rd, Walls, MS 38680-0000 ("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 October 14, 2011 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

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

Loan No: 1408127

10/20/2011, DeSoto County, Book 3,355, Page ~~388~~. PAGE 379

A.C.

**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 3065 BRIARWOOD DR, HORN LAKE, MS 38637-1601.

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

**Remove line of credit feature, Extend Maturity Date to 01/15/2015.**

**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 AC).

**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 JANUARY 20, 2012.**

**GRANTOR:**

COX PROPERTIES, LLC

By:

Ray Cox  
Ray Cox, Member of Cox Properties, LLC

**LENDER:**

COMMUNITY BANK, NORTH MISSISSIPPI

x

Paul Moore, sup  
Authorized Officer

Attached to and forming part of Modification Deed of Trust dated January 20, 2012 in the name of Cox Properties, LLC. <sup>DK T BK 3,437 PG 38</sup>

**Indexing Instructions:**

**LOT 833, SECTION B, DESOTO VILLAGE S/D, SITUATED IN SEC 33, T1S, R8W,  
DESOTO COUNTY, MS**

**Exhibit "A"**

**Lot 833, Section B, DeSoto Village Subdivision, situated in Section 33, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

**Signed for Identification Purposes:**

**Cox Properties, LLC**

  
By: Ray Cox, Member

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1408127

Page 3

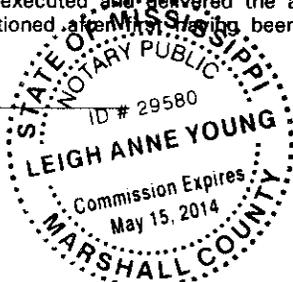
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of January, 20 12, within my jurisdiction, the within named Ray Cox, Member of Cox Properties, 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 20th day of January, 20 12, within my jurisdiction, the within named Ray Moore, who acknowledged that (he)(she) is Vice President 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

