

5/23 7/23/12 8:51:07
DK T BK 3,471 PG 657
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY: Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632, Tel. (662) 429-5251

WHEN RECORDED MAIL TO: Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39205, Tel. (601) 208-6636

SEND TAX NOTICES TO: Kenneth E. Stockton and Karla I. Stockton, 220 Sterlin Lane, Hernando, MS 38632, Tel. (662) 429-8718

This Modification of Deed of Trust prepared by: Beverly B. Scott, Branch Manager, Trustmark National Bank, 2510 Highway 51 South, Hernando, MS 38632, (662) 429-5251

INDEXING INSTRUCTIONS: North Half of North Half of Southeast Quarter, Section 36, Township 3 South, Range 8 West, DeSoto County, Mississippi.

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

GRANTOR: Kenneth E. Stockton, 220 Sterlin Lane, Hernando, MS 38632, Tel. (662) 429-8718; and Karla I. Stockton, 220 Sterlin Lane, Hernando, MS 38632, Tel. (662) 429-8718

LENDER / BENEFICIARY: Trustmark National Bank, 248 E. Capitol Street, PO Box 291, Jackson, MS, 39205, Tel. (800) 243-2524

THIS MODIFICATION OF DEED OF TRUST dated July 9, 2012, is made and executed between Kenneth E. Stockton and wife, Karla I. Stockton ("Grantor") and Trustmark National Bank.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 7, 2002 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded July 1, 2002 in the Office of the Chancery Clerk in Book 1526 at Page 81.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

SECTION 36: A 10.01 ACRE PARCEL OF LAND BEING PART OF THE LAMAR GREEN AND WIFE, MYRNA STEVENS GREEN TRACT LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, TOWNSHIP 3 SOUTH, RANGE 8 WEST; THENCE SOUTH 89 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 204.78 FEET TO THE POINT OF BEGINNING FOR THE FOLLOWING TRACT; THENCE CONTINUING SOUTH 89 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 928.27 FEET TO A POINT; THENCE SOUTH 00 DEGREES 20 MINUTES 15 SECONDS EAST A DISTANCE OF 644.09 FEET TO A POINT; THENCE NORTH 89 DEGREES 04 MINUTES 52 SECONDS WEST A DISTANCE OF 393.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, AN ARC LENGTH OF 17.54 FEET, A CENTRAL ANGLE OF 50 DEGREES, 15 MINUTES, 26 SECONDS, A CHORD DISTANCE OF 16.99 FEET, AND A CHORD BEARING OF NORTH 63 DEGREES 57 MINUTES 10 SECONDS WEST; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 44.66 FEET, A CENTRAL ANGLE OF 51 DEGREES, 10 MINUTES, 50 SECONDS, A CHORD DISTANCE OF 43.19 FEET, AND A CHORD BEARING OF NORTH 64 DEGREES 24 MINUTES 51 SECONDS WEST; THENCE NORTH 37 DEGREES 42 MINUTES 50 SECONDS WEST A DISTANCE OF 791.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, SUBDIVISION AND ZONING REGULATIONS IN EFFECT IN DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 220 Sterlin Lane, Hernando, MS 38632.

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

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

Loan No: 9595090037

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The Credit Limit of the Credit Agreement and the amount of the above described Deed of Trust will be decreased to \$110,000.00.

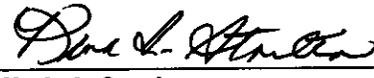
The maturity date of the Credit Agreement and the above described Deed of Trust will be extended to July 9, 2022.

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.

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 JULY 9, 2012.

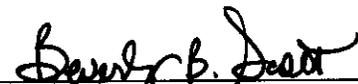
GRANTOR:

X 
Kenneth E. Stockton

X 
Karla I. Stockton

LENDER:

TRUSTMARK NATIONAL BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 9595090037

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of July, 20 12, within my jurisdiction, the within named Kenneth E. Stockton and Karla. Stockton, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Robin S. Parker
NOTARY PUBLIC



My Commission Expires:
October 1, 2012

LENDER ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of July, 20 12, within my jurisdiction, the within named Beverly G Scott, who acknowledged that (he) ~~she~~ is Branch manager of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Robin S. Parker
NOTARY PUBLIC



My Commission Expires:
October 1, 2012