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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and Return to:
Hugh H. Armistead, Attorney
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MODIFICATION OF DEEDS OF TRUST

THIS AGREEMENT entered into this 19th day of September, 2012, by and between **FIRST SECURITY BANK**, hereinafter "Secured Party"; and **THE ESTATE OF BILLY M. MCLEMORE, DECEASED**, hereinafter "Debtor",

WITNESSETH:

WHEREAS, on the 24th day of November, 2008, **B. M. MCLEMORE, aka BILLY M. MCLEMORE**, Debtor, executed a renewal Promissory Note payable to the order of **FIRST SECURITY BANK**, Secured Party, in the principal sum of \$200,130.00, same being a renewal and extension of the original Promissory Note dated November 1, 2004, in the original principal sum of \$500,050.00, and which renewal Note provided for Debtor to pay Secured Party the principal and interest as follows:

Due and repayable in full on or before maturity date of November 24, 2009, and with quarterly payments of accrued interest also being due and payable beginning February 24, 2009.

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WHEREAS, the said original and renewal Promissory Notes are secured by Deeds of Trust of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Book No. 2105, at Page 554, and in Deed of Trust Book No. 2972, at Page 770; and

WHEREAS, the parties hereto desire to further modify the terms of said renewal Promissory Note and Deeds of Trust by executing a new renewal Promissory Note and to acknowledge and confirm the current principal amount due in the amount of **Ninety Thousand Six Hundred Eighteen and 35/100 Dollars (\$90,618.35)** and certain amendments and modifications thereto, as follows:

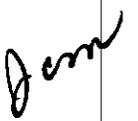
NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Promissory Note dated November 24, 2008, is hereby renewed and a new renewal note is executed simultaneously herewith, the essential modified terms of which being as follows:

Due and repayable in full as to principal and interest on or before July 19, 2013, together with quarterly payments of accrued interest beginning December 19, 2012, at an interest rate of 4.65 per cent per annum, and with a minimum principal payment of \$15,000.00 being due at maturity as a condition of further renewal.

2. That said Deeds of Trust of record in Deed of Trust Book No. 2105, at Page 554, and in Deed of Trust Book No. 2972, at Page 770, are hereby modified to state the terms as set forth in Paragraph Number 1 hereinabove.

3. The terms and conditions of the renewal Promissory Note dated November 24, 2008, and the renewal Promissory Note dated September 19, 2012, executed by **B. M. MCLEMORE**, aka **BILLY M. MCLEMORE**, and by **JACKIE C. MCLEMORE**, as Executrix of the Estate of **BILLY M. MCLEMORE**, Debtor, payable to the order of **FIRST SECURITY BANK**, Secured Party, are incorporated herein by reference. All terms not herein modified shall remain in full force and effect as set out in said note.

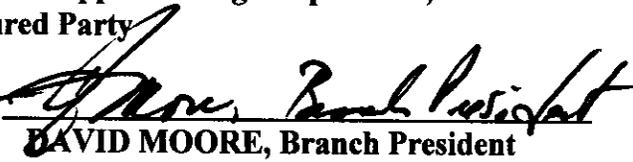


4. The terms and conditions of said Deeds of Trust of record in Deed of Trust Book No. 2105, at Page 554, and in Deed of Trust Book No. 2972, at Page 770, are incorporated herein by reference. All terms and conditions of said Deeds of Trust not herein modified shall remain in full force and effect.

5. Secured Party covenants that it is the owner and holder of said renewal Note dated November 24, 2008, and the new renewal Note dated September 19, 2012, and that neither the original or renewal Promissory Notes, nor the Deeds of Trust securing said indebtedness, or any interest therein, have been sold, pledged, or hypothecated.

WITNESS THE AUTHORIZED SIGNATURES OF THE PARTIES HERETO, effective this the 19th day of September, 2012.

**FIRST SECURITY BANK,
A Mississippi Banking Corporation,
Secured Party**

BY: 

DAVID MOORE, Branch President

**THE ESTATE OF BILLY M. MCLEMORE,
Jackie C. McLemore, Executrix,
Debtor**

BY: 

JACKIE C. MCLEMORE, Executrix

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of September, 2012, within my jurisdiction, the within named **DAVID MOORE**, who acknowledged that he is Branch President of First Security Bank, a Mississippi Banking Corporation, and that for and on behalf of said banking corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

Rachel T Scruggs
NOTARY PUBLIC



My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of September, 2012, within my jurisdiction, the within named Jackie C. McLemore, who acknowledged that she is the Executrix for The Estate of Billy M. McLemore, and that in said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized to do so.

Rachel T Scruggs
NOTARY PUBLIC



My Commission Expires: