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



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WHEN RECORDED MAIL TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

✓ SEND TAX NOTICES TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

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

INDEXING INSTRUCTIONS: Lot 26, Stewartshire S/D, Section "A", Section 19, T2S, R7W, Desoto Co, MS.

FOR RECORDER'S USE ONLY



### MODIFICATION OF DEED OF TRUST

GRANTOR: Charles Moore, 9426 Goodman Road, Olive Branch, MS 38654-0000, Tel. (662) 895-4374; and William T Parker Jr, 5335 County Line Rd, Coldwater, MS 38618-0000, Tel. (662) 895-9484

LENDER / BENEFICIARY: Community Bank, North Mississippi, Southaven Office, 475 E. Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

THIS MODIFICATION OF DEED OF TRUST dated September 20, 2012, is made and executed between Charles Moore, whose address is 9426 Goodman Road, Olive Branch, MS 38654-0000 and William T Parker Jr, whose address is 5335 County Line Rd, Coldwater, MS 38618-0000 ("Grantor") and Community Bank, North Mississippi.

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

Loan No: 6618888

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 14, 2009 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

**recorded 03/31/09 in Desoto County, Book 3,012 Page 49 and Modification Deed of Trust dated 09/25/09, recorded 10/21/09 in Desoto County, Book 3,093 Page 227.**

**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.

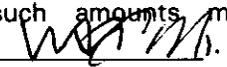
The Real Property or its address is commonly known as 2868 Flora Lee Drive S, Nesbit, MS 38651.

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

**To extend maturity date to 09/15/17, to change the address from Lot 26 Stewartshire to 2868 Flora Lee Drive S and to remove the Line of Credit feature.**

**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

  
**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 SEPTEMBER 20, 2012.**

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

Loan No: 6618888

Page 3

**GRANTOR:**

x Charles Moore  
Charles Moore

x William T Parker Jr  
William T Parker Jr

**LENDER:**

**COMMUNITY BANK, NORTH MISSISSIPPI**

x Fred Moore  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6618888

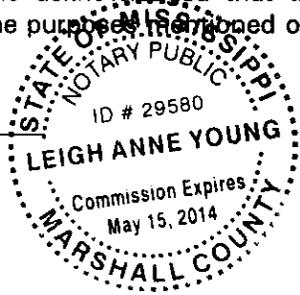
Page 4

INDIVIDUAL 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 September, 2012, within my jurisdiction, the within named **Charles Moore and William T Parker Jr**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Leigh Anne Young  
NOTARY PUBLIC



My Commission Expires:  
5-15-14

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6618888

Page 5

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 September, 2012, within my jurisdiction, the within named Ford Moore, who acknowledged that (he)(she) is SVP 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



Attached to and forming a part of Modification Deed of Trust dated 09/20/12 in the name of Charles Moore and William T Parker Jr.

Exhibit "A"

Lot 26, Stewartshire Subdivision, Section "A", located in Section 19, Township 2 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 102, Pages 46-47, in the office of the Chancery Court Clerk of Desoto County, Mississippi.

Signed for Identification:

A handwritten signature in cursive script, appearing to read "Charles Moore", written over a horizontal line.

Charles Moore

A handwritten signature in cursive script, appearing to read "William T Parker Jr", written over a horizontal line.

William T Parker Jr