

Nov 1 11 12 AM '95

This Instrument Prepared By:  
National Bank of Commerce  
309 Monroe  
Memphis, TN 38103

Return to:  
National Bank of Commerce  
309 Monroe Avenue  
Memphis, TN 38103

BK 792 PG 193  
W.E. DAVIS, CH. CLK.  
By *[Signature]*

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$5,000.00. TAX ON INDEBTEDNESS OF \$24,000.00 WAS PREVIOUSLY PAID UNDER INSTRUMENT NO. 458/463.

THIS INSTRUMENT IS EXECUTED TO REFLECT AN INCREASE IN THE INDEBTEDNESS SECURED BY THE HEREINAFTER DESCRIBED OPEN END DEED OF TRUST AND SECURES ADDITIONAL OBLIGATORY FUTURE ADVANCES OF UP TO \$5,000.00 FOR AN AGGREGATE TOTAL PRINCIPAL INDEBTEDNESS OF UP TO \$29,000.00 PURSUANT TO THE PROVISIONS OF TCA §47-28-101, ET SEQ.

MODIFICATION AGREEMENT  
AND  
AGREEMENT TO INCREASE EQUITY CREDIT LINE

THIS AGREEMENT, made this 9<sup>th</sup> day of August, 1995, by and between CARL AND OPAL WHITE ("Borrower"), R. Grattan Brown, Jr. and Charles A. Neale of Shelby County, Tennessee, Trustee ("Trustee") and NATIONAL BANK OF COMMERCE ("NBC"),

W I T N E S S E T H :

WHEREAS, On FEBRUARY 6, 1989, Borrower executed an Equity Credit Line Agreement ("Agreement") whereby NBC agreed to make extensions of credit to Borrower from time to time not to exceed the aggregate sum of \$24,000.00 ("Equity Credit Line" or "Credit Line"); and

WHEREAS, the Agreement and the Equity Credit Line are secured by an Open End Deed of Trust of even date with the Agreement ("Deed of Trust") executed by Borrower and conveying to the Trustee for the benefit of NBC certain real property located in DESOTO County, MISSISSIPPI, and more particularly described in the Deed of Trust ("Collateral"), and which Deed of Trust is duly recorded in the Office of the Register of DESOTO County, MISSISSIPPI, under Register's No. 458/463; and

WHEREAS, Borrower has requested and NBC has agreed to increase the Equity Credit Line; and

WHEREAS, Borrower and NBC desire to modify the Agreement without, however, releasing or affecting the validity or priority of the Deed of Trust;

NOW, THEREFORE, for mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EQUITY CREDIT LINE INCREASE. Borrower's Equity Credit Line set out in the Agreement is hereby increased to a maximum of \$29,000.00, and the Agreement is hereby amended accordingly.
2. CLOSING COSTS. Borrower agrees to pay at closing all costs and expenses associated with this Modification Agreement, including, without limitation, appraisal fees, title fees, attorneys' fees and recording costs.
3. BUYDOWN OPTION. In the event Borrower has previously exercised the interest rate buydown option for the original Equity Credit Line, Borrower also agrees to buy down the rate for the increase in the Equity Credit Line as set out in paragraph 1 above. Such buydown will be on the same terms as the Buydown Agreement previously executed by Borrower, and the applicable Buydown Fee will be payable by Borrower at closing.
4.  EARTHQUAKE INSURANCE (APPLICABLE ONLY IF BOX IS CHECKED). In addition to the insurance requirements under the

Agreement and Deed of Trust, Borrower agrees to insure any buildings on the Collateral against loss or damage by earth movement, including, without limitation: earthquake; volcanic eruption; landslide; mine subsidence; mud flow; earth sinking, rising or shifting. Such additional insurance coverage shall be on the same terms as the insurance described in the Agreement and the Deed of Trust and shall take into account the increase in the Equity Credit Line agreed to hereunder.

5. MODIFICATION OF DEED OF TRUST. The Deed of Trust is hereby modified and amended to reflect the changes in the Agreement set out above. All references in the Deed of Trust to the Agreement or the indebtedness secured thereby shall henceforth be deemed to refer to the Agreement as herein modified.

6. REAFFIRMATION OF OBLIGATIONS, REPRESENTATIONS AND COVENANTS. All terms, obligations, representations and covenants contained in the Agreement and the Deed of Trust not specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by Borrower. Nothing contained herein shall be construed as a novation of the indebtedness evidenced by the Agreement.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first written above.

Carl R White  
Borrower: CARL R. WHITE

Opal F White  
Borrower: OPAL F. WHITE

R. Grattan Brown, Jr., Trustee  
Trustee: R. Grattan Brown Jr.

Charles A. Neale, Trustee  
Trustee: Charles A. Neale

NBC  
BY: Johnny Moore  
Johnny Moore  
TITLE: VICE PRESIDENT

[FOR INDIVIDUAL BORROWER(S)]

STATE OF TENNESSEE  
COUNTY OF Shelby

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On this 21<sup>st</sup> day of August, 1995, before me personally appeared CARL WHITE to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that HE executed the same as HIS free act and deed.

Marsha D. Gogaw  
Notary Public

My Commission Expires:  
MY COMMISSION EXPIRES JUNE 8, 1998

[FOR INDIVIDUAL BORROWER(S)]

STATE OF TENNESSEE  
COUNTY OF Shelby

On this 24<sup>th</sup> day of August, 1995, before me personally appeared OPAL WHITE to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that SHE executed the same as HER free act and deed.

Marsha D. Gogaw  
Notary Public

My Commission Expires:  
MY COMMISSION EXPIRES JUNE 8, 1998

[FOR TRUSTEE]

STATE OF TENNESSEE  
COUNTY OF Shelby

On this 4<sup>th</sup> day of October, 1995, before me personally appeared R. Grattan Brown, Jr., Trustee, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Paula M. Patrick  
Notary Public

My Commission Expires:  
12-19-95

[FOR TRUSTEE]

STATE OF TENNESSEE  
COUNTY OF Shelby

On this 4<sup>th</sup> day of October, 1995, before me personally appeared Charles A. Neale, Trustee, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Paula M. Patrick  
Notary Public

My Commission Expires:  
12-19-95

[FOR NBC]

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, Notary Public of the State and County aforesaid, personally appeared Johnny Moore, with whom I am personally acquainted and who, upon oath, acknowledged himself to be VICE PRESIDENT of the NATIONAL BANK OF COMMERCE the within named bargainor, a corporation, and that he as such Officer executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

FLORIE L. CRIDER-SEELEY  
NOTARY PUBLIC  
COUNTY, TENNESSEE  
My Commission Expires Feb. 10, 1997

Florie Crider Seeley  
Notary Public

My Commission Expires:

[FOR CORPORATE BORROWERS(S)]

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ of the \_\_\_\_\_, the within named bargainor, a corporation, and that \_\_\_\_\_ he as such \_\_\_\_\_ executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by \_\_\_\_\_ self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: