

Return To:
 Wm. F. Kagan
 P.O. Box 679
 Hernando, MS. 38632
 (601) 429-9048

PREPARED BY (AND PLEASE RETURN TO):

FIRST TENNESSEE

615 Goodman Road East
 Southaven, MS 38671

(601) 349-3556

**MISSISSIPPI MODIFICATION AGREEMENT
 HOME EQUITY LINE OF CREDIT AGREEMENT/DEED OF TRUST**

(Rev. 4/97)

THIS MODIFICATION AGREEMENT, made and entered into this 27th day of May, 1997, by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION MISSISSIPPI, Southaven, Mississippi ("Bank") and Robert S. Jarman and Stacy L. Jarman ("Borrower(s)");

WITNESSETH:

WHEREAS, by Deed of Trust (the "Trust Deed") bearing date of the 3rd day of May, 1996, recorded in Trust Deed Book 827, at Page 783, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, Borrower(s) conveyed to Thomas E. Baker IV as Trustee(s), certain real estate located in DeSoto County, Mississippi, and more particularly described in said Trust Deed, to secure payment of the indebtedness specified therein and evidenced by a Home Equity Line of Credit Agreement (the "Agreement") executed by Borrower(s); and

WHEREAS, said Agreement initially provided for Bank from time to time to make loans to allow Borrower(s) to make credit card purchases and cash advances in amounts not to exceed \$ 10,346.00 (the "Credit Limit") at any one time outstanding, with interest on principal balances as specified in the Agreement; and

(Check if applicable) WHEREAS, by Modification Agreement dated Aug. 2, 1996 and recorded in said Chancery Court Clerk's Office in Book 848 Page 42, the parties last modified the terms of the Agreement and Trust Deed to increase the Credit Limit to \$ 15,346.00; and

WHEREAS, the parties desire to modify (further) the terms of said Trust Deed and/or Agreement; and NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- CREDIT LIMIT.** (Check one.) The Credit Limit shall be:
 A _____ unchanged. B Increased to 20,346.00 Dollars (\$20,346.00) decreased to _____ Dollars (\$ _____).
- RATES OF INTEREST.** (Check one.)
 A _____ Rates remain as specified in the Agreement, as it may have been previously modified.
 B Rates of interest appearing in Paragraph 9 of the Agreement, including any prior modifications, are hereby modified as follows: Hereafter the Rate Differential (Margin above Prime) is 4.00%. The current ANNUAL PERCENTAGE RATE is 12.50%. The current monthly period rate is .04%. Other provisions of Paragraph 9, as it may have been previously modified, remain in effect.
- In consideration of the modification herein granted, Borrower(s) promise(s) to pay said indebtedness, as modified herein, including interest and any fees and charges noted below, and to keep and perform all of the covenants, terms and conditions contained in said Agreement, and in said Trust Deed, including renewals, extensions and modifications. In default of which the holder of the indebtedness may declare the same accelerated and matured for all purposes and may foreclose said Trust Deed, it being expressly agreed that the Agreement, including renewals, extensions and modifications, shall continue as evidence of said indebtedness until the same is paid, and that the lien of said Trust Deed, as it may have been previously modified, shall not be affected by the execution of this instrument, except as expressly modified herein.
- A release of the Trust Deed shall also constitute release of this Modification Agreement.
- Borrower(s) expressly agree(s) that said Agreement and Trust Deed may be further modified, amended, or extended, in whole or in part (without limit as to the number or period) without affecting their liability. No such modification or amendment shall, however, increase the amount of the Credit Line secured by the Trust Deed, unless Borrower(s) agree(s) in writing.
- This instrument modifies the Agreement, including all prior modifications. In the event block 1B is checked, this instrument also modifies the Trust Deed, and in addition to the signatures of the parties also requires a notary's acknowledgment of signatures and recording in the appropriate office of public records. If block 1B is not checked, acknowledgments and recording are unnecessary.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement on this the day and year first above written.

Recording Fees	\$ <u>11.00</u>
Notase Fees	_____
Title Charges	_____
Attorney Fees	<u>100.00</u>
Credit Report	_____
Appraisal	_____
Other	<u>11.00</u>
Total	\$ <u>122.00</u>

FIRST TENNESSEE BANK NATIONAL ASSOCIATION MISSISSIPPI
 By: [Signature] Manager
 X [Signature] Borrower
[Signature] Borrower

ACKNOWLEDGEMENT OF BORROWER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, on this the 27 day of May, 1997, within my jurisdiction, the within-named Robert S. Jarman who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

WITNESS my hand at office this day and year last above written.
 My Commission Expires: APR 12, 2000
[Signature]
 Notary Public

ACKNOWLEDGEMENT OF BORROWER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, on this the 27 day of May, 1997, within my jurisdiction, the within-named Stacy L. Jarman who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

WITNESS my hand at office this day and year last above written.
 My Commission Expires: _____
[Signature]
 Notary Public

ACKNOWLEDGMENT OF BANK OFFICER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, on this the 27th day of May, 1997, within my jurisdiction, the within-named Jolai Barnett who acknowledged that (he) (she) is the Manager of FIRST TENNESSEE BANK NATIONAL ASSOCIATION MISSISSIPPI, a national banking association, and that for and on behalf of the said association, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

WITNESS my hand at office this 27th day of May, 1997.
 My Commission Expires: _____
[Signature]
 Notary Public

STATE MS. - DESOTO CO.
 JUN 12 3 47 PM '97
 BK 913 PG 233
 W.E. DAVIS CH. CLK.

