

STATE MS.-DE SOTO CO.
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WELLS FARGO BANK

Prepared by Tabbie Thew of Wells Fargo
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****WHEN RECORDED MAIL TO:**
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Irvine, CA 92614



Amendment to Deed of Trust HEALOC

Account No: 451 0162043

2735 DICKENS PLACE DRIVE, OLIVE BRANCH MS 38654

This Amendment to Deed of Trust ("Amendment") is made as of this 26TH day of OCTOBER, 2000 by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and PHILLIP THOMPSON AND PATRICIA THOMPSON (whether one or more, the "mortgagor").

Recitals

- A. The Lender is the holder of the Home Equity Access Line Agreement of:
- The Mortgagor (also referred to as the "Borrower"),
 - PHILLIP THOMPSON AND PATRICIA THOMPSON (referred to as the "Borrower"), which is SEPTEMBER 16, 1998, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is \$50,001.00.
- B. To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated SEPTEMBER 16, 1998, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on SEPTEMBER 16, 1998 in the office of the REGISTRAR of DE SOTO county as Document No. N/A in Book/Roll 1039 Page/Image 0534.
- C. In connection with the original filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of such county in the amount of \$ N/A on N/A, N/A, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number N/A.
- D. The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.
- E. The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.
- F. SEE ATTACHED EXHIBIT A

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Agreement agree as follows:

- HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated OCTOBER 26, 2000 (the "Modification"), which modifies the Note as follows:
- Change in Credit Limit.** The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of \$ 75,000.00.
- Extension of Maturity Date.** The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on SEPTEMBER 20, 2008. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement
- Increased Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of + 1.240 % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
- the highest prime rate published in the Wall Street Journal "Money Rates" table.
- The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Note as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the modified Note.
- New Home Equity Access Line Agreement.** The Note matured on _____, _____, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated _____, _____, (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and **not** in repayment of) the Note.

The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The Renewal Note is in the principal amount of \$ _____ (the credit limit), it matures on _____ and it bears a daily periodic rate of finance charge equal to 1/365 of _____ % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is:

the highest prime rate published in the Wall Street Journal "Money Rates" table.

The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank West, N.A.

By: [Signature]
R. SEAN BOBBITT
Its: OFFICER

[Signature]
PHILLIP THOMPSON

[Signature]
PATRICIA THOMPSON

Witness

Print Name

Witness

Print Name

STATE OF COLORADO)

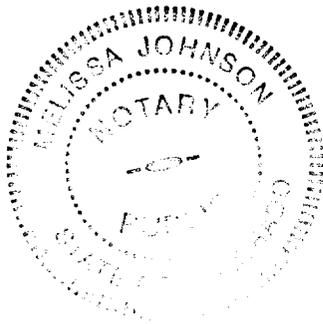
) ss.

COUNTY OF EL PASO)

Before me, a Notary Public in and for said county and state, personally appeared R. SEAN BOBBITT, OFFICER of Wells Fargo Bank West, N.A., a National Association, and acknowledged the execution of the foregoing Amendment on behalf of such National Association this 26th day of OCTOBER, 2000.

[Signature]
Notary Public: MELISSA JOHNSON
MY COMMISSION EXPIRES: OCTOBER 1, 2003

State of COLORADO



STATE OF Mississippi)

) ss.

COUNTY OF De Soto)

Before me, a Notary Public in and for said county and state, personally appeared Phillip E. Thompson and Patricia D. Thompson (a single person) (single persons)(husband and wife) and acknowledged the execution of the foregoing Amendment on this 30th day of October, 2000.

Mary Jo Gordon
Notary Public

Mississippi
State of

This instrument was drafted by:
Wells Fargo Bank West, N.A. F.K.A.
Norwest Bank Colorado, NA
4455 ArrowsWest Drive
Colorado Springs, CO 80907

**MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 27, 2001
BONDED THRU STEGALL NOTARY SERVICE**

EXHIBIT A

LOT 33, SECTION A, DICKENS PLACE PUD, LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS PER PLAT RECORDED IN PLAT BOOK 58, PAGE 8 IN THE OFFICE OF THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI.