

1555 Lynnfield, 1st Floor

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

Memphis, TN 38119

THIS MODIFICATION AGREEMENT ("Modification Agreement"), made and entered into this 13th day of June, 2002, by and between
FIRST TENNESSEE BANK NATIONAL ASSOCIATION, ("Bank") and
Linda F. Sharp "Borrower(s)";

WITNESSETH:

WHEREAS, by Deed of Trust (the "Trust Deed") bearing date of the 25th day of April, 2002, recorded as Instrument Number (or in Book 1524, page 438-441) in the Chancery Court Clerk's Office of DeSoto County, Mississippi, Borrower(s) conveyed to Thomas F. Baker, IV of Shelby County, Tennessee as Trustee(s), certain real estate located in DeSoto County, Tennessee, 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
[] (Check if applicable) WHEREAS, Bank is successor to ; and
WHEREAS, the Agreement initially provided for Bank (or its predecessor) from time to time to make loans to Borrower(s) in amounts not to exceed \$20,000.00 (the "Credit Limit") at any one time outstanding with interest upon principal balances at the rate specified in the Agreement; (and)
[] (Check if applicable) WHEREAS, by separate modification agreement dated , and recorded in said Clerk's office as Instrument Number (or in Book , Page), the parties last modified the terms of the Agreement and Trust Deed to change the Credit Limit to \$; and
WHEREAS, the parties desire to modify (further) the terms of said Trust Deed and the Agreement; NOW, THEREFORE, for in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the Agreement (as previously modified) as follows: (PARAGRAPHS 1, 2 AND 3 ARE EACH APPLICABLE ONLY IF FILLED IN.)

1. Term. The "Draw Period" of years shall be EXTENDED FOR YEARS MORE, the extension starting on the last day of the Draw Period previously set forth, and the "Repayment Period" shall be replaced by as Repayment Period of years, starting on the day after the newly extended Draw Period ends.

2. Your ANNUAL PERCENTAGE RATE for each monthly billing cycle ending after the date of this Modification Agreement will be a variable rate equal to the Prime Rate (defined below) on the Determination Date (defined below) plus the Rate Differential (Margin) specified below. Both Prime Rate and Rate Differential are expressed as annual rates of interest. Your monthly period rate will be determined by dividing the ANNUAL PERCENTAGE RATE by twelve. "Prime Rate" means the rate published as the Prime Rate in the Money Rates section of The Wall Street Journal on the Determination Date. If more than one Prime Rate is published, the highest will apply. "Determination Date" means the date on which your billing cycle closes (or the preceding publication date if The Wall Street Journal is not published on the date on which your billing cycle closes). The Prime Rate in effect on the Determination Date will be effective from the first day of that same billing cycle.

Your ANNUAL PERCENTAGE RATE for the first billing cycle ending after the date of this Modification Agreement is %.* Your current monthly period rate for that billing cycle is %.* Your Rate Differential (Margin above Prime) is %.
*These rates are estimates based on the Prime Rate of % reported in The Wall Street Journal on , which may not be the Prime Rate published on the next Determination Date for your account.

3. Credit Limit. The above-mentioned Credit Limit is changed to \$40,000.00.

4. Fees and Charges. On signing this Modification Agreement, you owe the one time fees shown below, which will be added to your Bill as a Loan unless you pay those fees separately. You will also owe the fees and charges described in paragraph 14 of this Modification Agreement (see reverse side). You acknowledge all fees and charges required herein to be fair and reasonable.

5. In consideration of the modification herein granted, you promise to pay said indebtedness, as modified herein, including interest and any fees and charges noted below, and to keep and perform all the covenants, terms and conditions contained in the Agreement, including renewals, extensions and modifications, in default of any 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. Any Agreement provisions inconsistent with Modification Agreement provisions are hereby modified to conform herein, and as modified are hereby ratified.

6. If the term has been extended, the Trust Deed is hereby extended so that its lien will remain in full force and effect, unimpaired, and will not be barred by the Statute of Limitations, for a period of 10 years from the last day of the Term, as modified and extended herein. The release of the Trust Deed shall also constitute release of this Modification Agreement.

7. You expressly agree that the Agreement and Trust Deed may be further modified, amended, or extended, in whole or in part (without limit as to 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 you agree in writing. You acknowledge that you have read, understood and received a copy of this Modification Agreement (including the reverse side). You understand that each Borrower who signs the Agreement will be fully responsible for payment of the total amount due. You certify that funds received under this Modification Agreement will not be used for commercial purposes. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND DISCLOSURES WHICH ARE PART OF THIS AGREEMENT.

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

STATE MS. - DESOTO CO
FILED

Recording Fees	\$ 7.50
Release Fees	\$
Title Charges	\$ 75.00
Attorney Fees	\$
Credit Report	\$
Appraisal	\$
Other	\$
Total	\$ 82.50

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Linda B. McCants Title: Sales Manager
Linda F. Sharp Borrower

DEC 16 3 39 PM '02

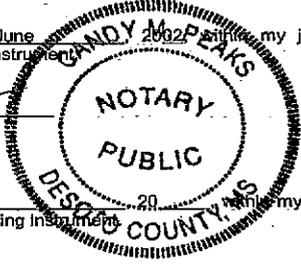
BK 1622 PG 14
W.F. DAVIS CH. CLK.

ACKNOWLEDGEMENT OF BORROWER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13th day of June, 2002, within my jurisdiction, the within named Linda F. Sharp, who acknowledged that she signed and delivered the above and foregoing instrument to me, and that she executed the same as her free and voluntary act and deed, and that she has been duly authorized by said association so to do.
GIVEN under my hand and seal this 13th day of June, 2002.

My Commission Expires: MY COMMISSION EXPIRES
JULY 25, 2003

Candy M. Peaks
Notary Public



ACKNOWLEDGEMENT OF BORROWER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto
Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of 2002, within my jurisdiction, the within named , who acknowledged that he signed and delivered the above and foregoing instrument to me, and that he executed the same as his free and voluntary act and deed, and that he has been duly authorized by said association so to do.
GIVEN under my hand and seal this day of 2002.

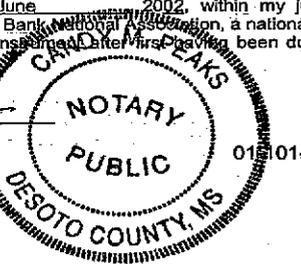
My Commission Expires: Notary Public

ACKNOWLEDGEMENT OF BANK OFFICER'S SIGNATURE

STATE OF MISSISSIPPI, COUNTY OF DeSoto
Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of June, 2002, within my jurisdiction, the within named Linda B. McCants, who acknowledged she is Loan Officer of First Tennessee Bank National Association, a national banking association, and that for and on behalf of the said association, and as its act and deed he executed the above and foregoing instrument to me, and that she has been duly authorized by said association so to do.
GIVEN under my hand and seal this 13th day of June, 2002.

My Commission Expires: MY COMMISSION EXPIRES
JULY 25, 2003

Candy M. Peaks
Notary Public



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- 8. Credit Line and Advances.** Subject to the terms and conditions of the Agreement, as modified, we are committed during the Draw Period to make loans to you and allow you to make credit card purchases and obtain cash advances (all of which are your "Credit Limit" and do not exceed at any one time the sum stated in paragraph 3 as your "Credit Limit"). You promise that the total balance of loans and credit card purchases and cash advances will not exceed your Credit Limit. If we approve or permit any transaction(s) in excess of your Credit Limit, you agree to pay such excess on demand. "Loans" are obtained by writing checks on your Credit Line. Your credit card is used to purchase goods and services ("Purchases") or to get cash advances ("Cash Advances"). For Purchases, your merchant will prepare a sales draft or retail charge agreement. We may buy or accept assignments of these drafts and agreements, and we may make Cash Advances directly to you or permit you to obtain Cash Advances through MONEY BELT or other Automated Teller Machines approved by us.
- 9. No Advances during Repayment Period.** You will not make Purchases or obtain Loans or Cash Advances during the Repayment Period. We may dishonor any Loan check and any Purchase transaction presented to us after the Draw Period; however, we may honor such transactions in our discretion apparently made during the Draw Period.
- 10. Bills.** We will send you a billing statement ("Bill") each month that Loans, Purchases, or Cash Advances are posted to your account. We will also do this if there is a balance due us or if there is a credit balance due you of more than \$1.00. Sales slips and loan checks are retained by us.
- 11. Payments.** You can make full payment at any time. If you do not, you must make the minimum payment ("Minimum Payment Due") shown on your Bill by the Due Date shown on your Bill. During the Draw Period, the Minimum Payment Due will be the sum of: (a) all FINANCE CHARGES, (b) the Annual Fee, Late Fee, Return Check Fee, Overlimit Fee and Card Replacement Fee, if any, imposed during that month, and (c) all past due payments. Making only the Minimum Payment Due during the Draw Period will not repay any of the principal. During the Repayment Period, the Minimum Payment Due will be the sum of (a) through (c) above, plus a "Fractional Amount" to be computed by adding your Average Daily Balance subject to FINANCE CHARGE on Purchases (see paragraph 12) to that for Cash Advances and Loans (see paragraph 13) and dividing the sum by the number of months remaining in the Repayment Period, unless the resulting amount is less than \$50, in which case the Minimum Payment Due shall be full payment. All your indebtedness under this Agreement remaining at the end of the Term is immediately due and payable.
- 12. FINANCE CHARGE on Purchases.** (a) If you pay your new balance in full by the Due Date shown on your Bill we will not impose any FINANCE CHARGE on Purchases. (b) If you do not pay your new balance in full by the Due Date shown on our Bill, we will impose a FINANCE CHARGE on Purchases, determined by multiplying your "Average Daily Balance subject to FINANCE CHARGE" for Purchases by the periodic rate that applied to Purchases. The result is your FINANCE CHARGE on Purchases for that billing period. (c) Your "Average Daily Balance subject to FINANCE CHARGE" will be computed as follows: (1) We start with the previous balance on your Purchases at the beginning of each new billing cycle and subtract any unpaid FINANCE CHARGE on Purchases. (2) We then determine the balance on your Purchases for each day of the monthly billing period by subtracting payments and credits on the day they are posted to your account from the previous day's ending balance and adding Purchases on the day they are posted to your account to the previous day's ending balance. The result is your daily purchase balance subject to FINANCE CHARGE. (3) At the end of the billing cycle we add these daily balances and divide the total by the number of days in the billing cycle. The result is your "Average Daily Balance subject to FINANCE CHARGE" for Purchases.
- 13. FINANCE CHARGES on Cash Advances and Loans.** (a) You are obligated to pay a FINANCE CHARGE on all Cash Advances and Loans from the day advanced or loaned to the day full payment is posted to your account. (b) We will compute your FINANCE CHARGE on Cash Advances and Loans this way: (1) We start with the previous balance of your Cash Advances and Loans at the beginning of each new billing cycle and subtract any unpaid FINANCE CHARGE on Cash Advances and Loans. (2) We then determine the balance of your Cash Advances and Loans for each day of the monthly billing period by subtracting payments and credits from the previous day's ending balance and adding new Cash Advances and Loans to the previous days ending balance. The result is your daily balance subject to FINANCE CHARGE for Cash Advances and Loans. (3) At the end of the billing cycle we add these daily balances and divide the total by the number of days in the billing cycle. The result is your "Average Daily Balance subject to FINANCE CHARGE for Cash Advances and Loans". (4) Finally, we multiply this average daily balance by the periodic rate that applies to Cash Advances and Loans. The result is your FINANCE CHARGE on Cash Advances and Loans for the billing period.
- 14. Fees and Charges.** You will owe an Annual Fee of \$12 for each year during the Draw Period. The initial Annual Fee will be added to your first Bill. Subsequent Annual Fees will be added to your Bill at 12-month intervals. If your Minimum Payment Due is not received within 10 days of the payment date shown on your Bill, we will charge your account a Late Fee of \$29 or 5% of the Minimum Payment, whichever is greater. However, you will not be required to pay a Late Fee more than once on the same late amount even if that amount remains past due for more than one billing period. You agree not to make Purchases, Loans, or Cash Advances from the time a Late Fee is imposed until you bring your account current by making the Minimum Payment Due which you failed to make. An Overlimit Fee of \$15 will be charged for each Purchase, Loan or Cash Advance on your account if the resulting account balance is over your Credit Limit. A Returned Check Fee of \$20 also will be charged each time a check you give us as payment on your account is returned to us unpaid or is not honored by the drawee bank. A Card Replacement Fee of \$20 will be charged each time a new account number must be assigned, and a credit card(s) or checks reissued, because they have been lost or stolen. If you request copies of sales slips, loan checks, or other account documents, unrelated to a billing rights request, we may add to your Bill as a Purchase (unless paid separately) the sum of \$15 per research hour and \$1 per copy, or a \$10 minimum charge.
- 15. How We Apply Your Payments.** We will apply your payments in this order: (a) FINANCE CHARGES (b) Annual Fee, Late Fee, Return Advance Check Fee, Return Check Fee, Overlimit Fee and Card Replacement Fee, (c) Unpaid Cash Advances and Loans shown on your most recent or a prior Bill, (d) Unpaid previous balance for Purchases, (e) New Purchases itemized on your most recent Bill, (f) Cash Advances and Loans posted but not yet billed, (g) Purchases posted but not yet billed, (h) Unpaid Fractional Amount on prior Bills (i) Fractional Amount on current Bill, and (j) reduction of principal indebtedness.
- 16. Property Insurance.** You promise to keep the property conveyed by the Trust Deed (the "Collateral") insured by an insured acceptable to us, and to furnish proof satisfactory to us of such insurance.
- 17. Creditor's Rights.** This Modification Agreement shall not diminish Bank's rights under the Agreement and Trust Deed to accelerate the indebtedness, terminate or limit further advances, reduce the credit limit, or exercise any other right stated therein, unless expressly revoked or modified herein.
- 18. Financial Statements and Appraisals.** You agree to furnish us, annually during the term of this Modification Agreement, current personal financial statements, satisfactory in form to us within 60 days after each anniversary of the date of this Modification Agreement, and at any other time during the year when we request financial information from you. You agree that we may have the Collateral appraised at any reasonable time we choose during the term of the Agreement. If you request reinstatement of credit privileges after their termination or reduction, you agree to pay appraisal or credit report charges we order as a result.
- 19. Collection Costs.** If we employ an attorney to collect any amounts due under the Agreement or to protect the Collateral, you promise to pay all costs of litigation and collection, including reasonable attorney's fees (as permitted by law), and all costs of repossessing and selling the Collateral.
- 20. Returns and Refunds.** Cash refunds are not allowed for the returned Purchases made on your credit card account. Instead you will receive a credit to your account for the amount of the return. The credit will be filled out by the seller of the goods and services who will give you a copy. It is the seller's responsibility promptly to mail or deliver the credit to us so we can credit your account. We are not responsible for the seller's failure to mail or deliver the credit promptly.
- 21. Lost or Stolen Cards.** If your card is lost or stolen, you promise to notify VISA Traveler Service Center at once. In the Continental U. S., call 800-VISA911, outside the Continental U. S., call collect (207) 347-4005. If no answer call collect (901) 523-5169.
- 22. Release or Delays in Enforcement.** If we choose, we may, without notice, (a) delay enforcing any of our rights under the Agreement as modified, or under the Trust Deed, (b) extend the time allowed for making payments as many times as we choose, for any length of time, (c) waive or reduce any fees or charges and waive or reduce the interest rate or amount of the Finance Charge; (d) release all or any part of the Collateral, (e) accept instruments marked to the effect "paid in full" without discharging the maker or endorser beyond the amount of the instrument, (f) release any person who may be liable for the indebtedness under the Agreement as modified, or (g) permit substitution of collateral; and our action or inaction will not release or discharge you or our lien on the Collateral except to the extent that any such written release given by us expressly so states.
- 23. Assignment.** We have the right to assign any amount you owe and also assign and transfer our rights under this Agreement.
- 24. Amendment.** We reserve the right to change the terms of the Agreement as permitted by law, including, but not limited to, changes in the index and margin used to compute interest if the index described in paragraph 2 of this Modification Agreement is no longer available, changes to which you agree in writing, changes which will benefit you, and insignificant changes, including the right to change the order in which we apply payments.
- 25. Notices.** (a) Any notice or demand from us about your account will be mailed to you at your address appearing in our records, and any such notice will be effective when mailed. Notice to one Borrower will be notice to all. Any notice to us other than to make a payment or correct a billing error, must be mailed to P. O. Box 132, Memphis, TN 38101, and will be effective upon the expiration of one business day following receipt by us at that address. Payment and billing error addresses will be included in your bill. (b) We are entitled to act upon any notice from any Borrower which does not conform to all of the requirements set forth in the Agreement as modified herein; but we are not obligated to act upon any notice which does not substantially conform to such requirements. If we act upon any non-conforming notice, we shall not therefore be liable to any Borrower.
- 26. Invalidity.** If any portion of the Agreement is declared invalid or unenforceable, the remainder will not be affected and will remain in full force and effect. If a portion is unenforceable under a particular set of circumstances, it shall not be unenforceable under all circumstances, it being intended that the Agreement be given its broadest possible effect.
- 27. Applicable Law.** The Agreement and all transactions under it will be governed by Mississippi law (except when any Trust Deed or comparable document states that the law of another state shall apply to that document). However, if a law of the United States permits the charging of a higher Finance Charge or other fee or charge than applicable state law permits, that federal law shall be applicable.
- 28. Tax Implications.** We have no responsibility for the tax effect of the Agreement or the impact upon your taxes of any payments made. You should consult a tax advisor regarding the deductibility of interest, fees and charges under the Agreement.
- 29. Entire Agreement.** The Agreement, as it may have been modified, this Modification Agreement and the Trust Deed (or comparable document) set forth the terms of the legal obligation between you and us, and represent the entire understanding between you and us concerning their subject matter.

Returns To:
MID-AMERICA TITLE AGENCY, INC.
993 CORDOVA STATION AVENUE
CORDOVA, TN 38018-2136

01-101-30 (Rev 06/2002)