

Prepared By & Return To:  
O. Douglas Shipman, Esq.  
6750 Poplar Avenue, Suite 208  
Memphis, Tennessee 38138  
(901) 624-3123

BK 1779 PG 0605  
STATE MS.-DESOTO CO.  
FILED  
JUL 29 11 25 AM '03

**AGREEMENT TO MODIFY  
LINE OF CREDIT PROMISSORY NOTE  
AND DEEDS OF TRUST BH 6483 (SHELBY COUNTY)  
AND BOOK 981 PAGE 375 (DESOTO COUNTY)**

BK 1779 PG 605  
W.E. DAVIS CH. CLK.

This Agreement is entered into as of this 16<sup>th</sup> day of July, 2003, by and between **WATERPROOFING SYSTEMS, INC.**, (hereinafter referred to as "Borrower"), **REGIONS BANK**, successor in interest to **FIRST COMMERCIAL BANK N.A. OF MEMPHIS** and **UNITED AMERICAN BANK OF MEMPHIS** (hereinafter referred to as "Bank"), and **WILLIAM E. WARNER AND CHELLIE WARNER**, (hereinafter collectively referred to as "Guarantor").

**WITNESSETH:**

**WHEREAS**, Borrower presently has a Revolving Line of Credit (the "Loan") with the Bank in the original principal amount of One Hundred Twenty Five Thousand and No/100 (\$125,000.00) Dollars evidenced by Promissory Note No. 0001 (the "Note") being executed by Borrower bearing the date of September 29, 1989; and

**WHEREAS**, said Loan is secured by a Deed of Trust, (the "Trust Deed") on real property and improvements located in Shelby County, Tennessee, reference being made to Deed of Trust BH 6483 for a more particular description of the property therein conveyed, said Loan being modified by Agreement dated September 4, 1991, and recorded under Instrument No. CK 3409; Agreement dated April 13, 1992, recorded under Instrument No. CU 7906; Agreement dated February 28, 1993 recorded under Instrument No. DK 2059; agreement dated September 17, 1993, recorded under Instrument No. DW 5502; Agreement dated May 12, 1994, recorded under Instrument No. EJ 9298; Agreement dated October 7, 1994, recorded under Instrument No. ES 6203, and Agreement dated March 9, 1998, recorded under Instrument No. HF 5046, all in the Register's Office of Shelby County, Tennessee, and being further extended by Agreements dated February 7, 2000, February 7, 2001, February 7, 2002, and February 7, 2003; and

**WHEREAS**, said Loan is further secured by Deed of Trust of record in book 981, page 375 in the Chancery Clerk's Office of Desoto County, Mississippi, reference being made to said Deed of Trust for a more particular description of said property, said Loan being modified by Agreement dated February 7, 2003, and being recorded in the Chancery Clerk's Office of DeSoto county, Mississippi in Book 1688, page 0244; and

**"Maximum Principal Indebtedness for Tennessee Recording Tax Purpose Is: \$150,000."**

**WHEREAS**, the current availability of funds under the Line of Credit is Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars.

**NOW, THEREFORE**, for and in consideration of the mutual advantages accruing to the parties hereto, one to the other, and for good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the parties hereby covenant and agree as follows:

1. The availability of credit hereunder shall be temporarily increased by One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars from Three Hundred Fifty Thousand (\$350,000.00) Dollars to Five Hundred Thousand and No/100 (\$500,000.00) Dollars. **Such increased availability shall be effective as of July 16, 2003 and shall be reduced back to Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars on December 7, 2003. Maturity of the Line of Credit as to the Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars availability of funds shall remain February 7, 2004.**
2. William E. Warner hereby ratifies and affirms his Assignment of Transamerica Occidental Life Insurance Policy number 60085238 as Collateral on the Loan, said original Assignment having been executed on February 7, 2002.
3. The Deeds of Trust recorded under Instrument No. BH 6483 and in Book 981, page 375 as previously modified are hereby further amended and modified as set forth hereinabove.
4. The Guarantors hereby ratify their personal Guaranties in the joint and several amounts of Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars and agree to execute separate personal Guaranties for the additional sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars.
5. It is expressly understood and agreed that the aforementioned Line of Credit Promissory Note, Deeds of Trust and Modification Agreements are only modified as expressly provided herein and all other terms, conditions and covenants shall remain in full force and effect and the parties hereto ratify and affirm said provision.

IN WITNESS WHEREOF, the parties execute this Modification Agreement on the date first above written.

**BORROWER:**

**WATERPROOFING SYSTEMS, INC.**

BY: *Chellie Warner*  
**CHELLIE WARNER, PRESIDENT**

**GUARANTORS:**

*William E. Warner*  
**WILLIAM E. WARNER**

*Chellie Warner*  
**CHELLIE WARNER**

**BANK:**

**REGIONS BANK**

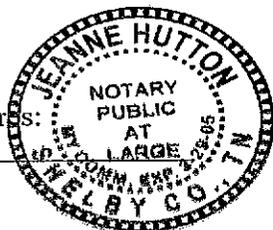
By: *Larry C. Hommel*  
**LARRY C. HOMMEL Senior Vice President**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

This day personally appeared before me, the undersigned authority in and for said State and County, the within named **CHELLIE WARNER**, known to me to be the President of **WATERPROOFING SYSTEMS, INC.**, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of **WATERPROOFING SYSTEMS, INC.**, after being duly authorized so to do.

Given under my hand and seal this 16<sup>th</sup> day of July, 2003.

My Commission Expires: \_\_\_\_\_



*Jeanne Hutton*  
Notary Public

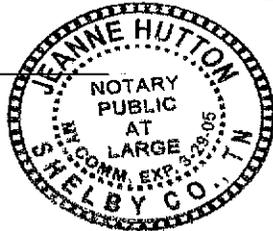
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid personally appeared **WILLIAME. WARNER AND CHELLIE WARNER**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Seal this 16th day of July, 2003.

*Jeanne Hutton*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



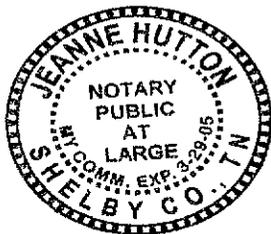
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared **LARRY C. HOMMEL**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Senior Vice President, of **REGIONS BANK**, the within named bargainer, an Alabama Banking Corporation, and that he as such Senior Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Senior Vice President.

WITNESS my hand seal this 16th day of July, 2003.

*Jeanne Hutton*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

 <b>03142933</b> <b>07/21/2003 - 10:11 AM</b>	
<b>4 PGS : R - MODIFICATION</b>	
VIRGINIA	153052-3142933
VALUE	150000.00
MORTGAGE TAX	172.50
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
<b>TOTAL AMOUNT</b>	<b>195.50</b>
<b>TOM LEATHERWOOD</b>	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	