10/02/06 10:15:02
BK 2,573 PG 779
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:
Laurie Grimes

Return To:
Electronic Closing Service
dba e-Title
290 Bilmar Drive
Pittsburgh, PA 15205

LOAN NUMBER: 108372359 ASSESSOR PARCEL NUMBER:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT**

This Modification Agreement (this "Modification") is made as of 8/8/2006, between DAVID C KILGORE (the "Borrower(s)") and Countrywide Home Loans, Inc.. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in DAVID C KILGORE, AN UNMARRIED MAN, dated 7/25/2005 and recorded 12/31/1900, in Book Number 2,298, at Page Number 475, as Document No. _____, in the Official Records of the County of DESOTO, State of Mississippi (the "Security Instrument"), and covering the real property with a commonly known address as: 1202 WHITE OAK DR, HERNANDO, MS 38632, and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to $91,000.00.

2. **Amendment to Margin:** The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 2.375 percentage points.

3. **Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:
   a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing , (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
   b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;

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c) I am/We are the only owner(s) of the Property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 7/25/2005. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;

d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There are no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;

e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;

f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;

g) If Lender has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.

h) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

4. **Limited Effect:**The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

5. **Effective Date/Availability of Funds:** If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 8/18/2006. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

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6. **Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:** Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s) agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the modification of the Loan, which for whatever reason was not collected at the time this modification was entered into ("Fees"). This agreement supplements any other similar agreement that was entered into by Borrower(s).

7. **Request by Lender:** Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.

8. **Failure to Deliver Documents can Constitute Default:** Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

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IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

**BORROWER(S)**

David C Kilgore 8-11-06
DAVID C KILGORE Date

Date

Witness _____ Witness _____
Signature of Witness Signature of Witness

**CO-OWNER(S)**

The undersigned hereby consents to the execution of this Modification which serves to increase the lien amount on the Subject Property.

Cara O. Bryant 8-11-06
Date

Date

Witness _____ Witness _____
Signature of Witness Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)
State of Mississippi.
County of Desoto
On August 11th, 2006, before me, ~~David C. Kilgore~~ Brenda Owens,
Date Name of Notary Public
personally appeared DAVID C. Kilgore is subscribed to
Name(s) of Borrower(s)/Owner(s)

DK
B.O. 08-11-06

___ Personally known to me
X Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Brenda Owens
Signature of Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: July 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit "A" Legal Description

LOT 21 OAKDALE ESTATES, SITUATED IN SECTION 8 , TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 31-36, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

APN: 3-07-3-08-01-0-00021-00