

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A.
Retail Loan Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



4081853+5

HOLLEY, HAYDEN

MODIFICATION AGREEMENT

00426360272559

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

1-800-965-4395
CATHY CHURCH, PROCESSOR
1820 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

00426360272559

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 6, 2007, is made and executed between HAYDEN HOLLEY JR, whose address is 6030 AUTUMN POINTE COVE, OLIVE BRANCH, MS 38654 ("Borrower"), HAYDEN HOLLEY JR, NOW JOINED HEREIN PRO FORMA BY LORI HOLLEY, whose address is 6030 AUTUMN POINTE COVE, OLIVE BRANCH, MS 38654 ("Grantor"), and JPMORGAN CHASE BANK, N.A. ("Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated June 30, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated June 30, 2005 and recorded on July 18, 2005 in book 2260, on page 465, in the office of the County Clerk of DE SOTO, Mississippi (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DE SOTO County, State of Mississippi:

Parcel ID Number: 070226-40405A

LOT 9, AUTUMN POINT SUBDIVISION, LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK 75, PAGES 39-41, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. THE WARRANTY IN THIS DEED IS SUBJECT TO RIGHTS OF WAYS AND EASEMENTS FOR PUBLIC ROADS AND PUBLIC UTILITIES, TO BUILDING, ZONING, SUBDIVISION AND HEALTH DEPARTMENT REGULATIONS IN EFFECT IN DESOTO COUNTY, MISSISSIPPI. SUBJECT TO SUBDIVISION RESTRICTIVE COVENANTS, EASEMENTS AND SETBACK LINES AS RECORDED IN BOOK 75, PAGES 39-41, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY MISSISSIPPI. THE INSTRUMENT CONSTITUTING THE SOURCE OF THE MYERS H. HOLLEY, JR. LEGAL AND EQUITABLE INTERESTS IN THE FOREGOING DESCRIBED PROPERTY WAS A WARRANTY DEED RECORDED AT BOOK 0446, PAGE 0280 IN THE CHANCERY CLERK OFFICE OF DESOTO COUNTY, MS.

The Real Property or its address is commonly known as 6030 AUTUMN POINTE COVE, OLIVE BRANCH, MS 38654. The Real Property tax identification number is 070226-40405A!

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$65,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$65,000.00** at any one time.

As of **March 6, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **2.750%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Credit Line Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MARCH 6, 2007.

[Handwritten signatures]

BORROWER:

x Hayden Holley Jr.
HAYDEN HOLLEY JR, Individually

GRANTOR:

x Hayden Holley Jr.
HAYDEN HOLLEY JR, Individually

x Lori Holley
LORI HOLLEY, Individually

LENDER:

x Will Salisbury
Authorized Signer Will Salisbury

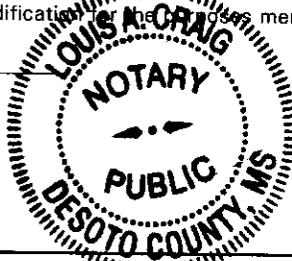
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6/2 day of March, 2007, within my jurisdiction, the within named HAYDEN HOLLEY JR, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Louis A. Craig
NOTARY PUBLIC

My Commission Expires:
12-16-2007



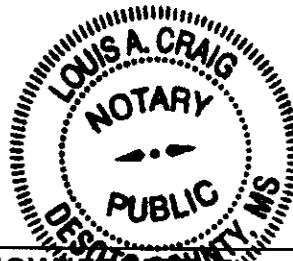
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6/2 day of March, 2007, within my jurisdiction, the within named HAYDEN HOLLEY JR and LORI HOLLEY, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Louis A. Craig
NOTARY PUBLIC

My Commission Expires:
12-16-2007



LENDER ACKNOWLEDGMENT

STATE OF KY)
) SS
COUNTY OF Fayette)



Personally appeared before me, the undersigned authority in and for the said County and State, on this 3 day of May, 2007, within my jurisdiction, the within named Will Salisbury a Will Salisbury corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Heather Raedbaugh
NOTARY PUBLIC

My Commission Expires:
