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BK 2,855 PG 567
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This document was prepared by Morris & Associates, 2309 Oliver Road
Monroe, Louisiana 71201 Telephone (318) 330-9020

Lot 24, Part B, Red Oaks S/D, Sec 10, T-2-S, R-8-W, Desoto Co., MS

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, on the 15th day of October, 2001, Morris W Conn aka Morris Wayne Conn and wife, Tammy R Conn executed a Deed of Trust to Thomas F Baker, IV, Trustee for the use and benefit of First Horizon Home Loan Corporation dba First Tennessee Home Loans beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 1398 at Page 105; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 6th day of February, 2008

First Horizon Home Loans a division of First Tennessee Bank, National Association

[Signature]
BY: **WANDA COLLIER** Asst. Vice President

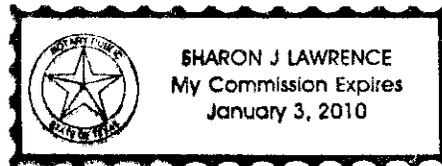
STATE OF TEXAS
COUNTY OF DALLAS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **WANDA COLLIER** known personally to me to be the Asst Vice President of the within named First Horizon Home Loans, a division of First Tennessee Bank, National Association and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 6 day of February, 2008

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
F08-0333
tbd



Morris
assoc fol

**First Horizon Home Loan Corporation
RESOLUTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

The undersigned, being all of the Directors of First Horizon Home Loan Corporation, a Kansas corporation ("FHHL"), with its principle place of business located at 4000 Horizon Way, Irving, Dallas County, TX 75063 (the "Company") hereby adopts the following resolution by unanimous written consent in accordance with K.S.A. § 17-6301(f) as well as Article IV, Section 6 of the Bylaws of the Company:

WHEREAS, the Boards of Directors of First Horizon National Corporation ("FHNC") and First Tennessee Bank National Association ("FTBNA") have determined that a corporate reorganization is in the best interest of the respective companies;

WHEREAS, the corporate reorganization will occur in various steps as outlined in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, following the mergers of FHMSH, Inc. ("FHMSH") and FT Mortgage Holding Corporation ("FT Mortgage") with and into FTBNA, Company will be a wholly-owned subsidiary of FTBNA; and

WHEREAS, in furtherance of the corporate reorganization discussed above, the Board of Directors of Company has determined that it is in the best interest of Company to be merged with and into FTBNA:

NOW, THEREFORE, BE IT RESOLVED, that in its capacity as the Board of Directors of Company ("Company") does hereby approve the merger of Company with and into FTBNA (the "Affiliate Merger") and approves the Merger Agreement attached hereto.

FURTHER RESOLVED, the appropriate officers be, and hereby are, on behalf of Company, authorized and directed to execute, deliver and perform any and all actions necessary to effectuate such Affiliate Merger, including any documentation (the "Agreements"), with such terms and provisions as the appropriate officers, in their sole discretion, approve; and to execute, deliver, and perform such Agreements; and the execution by any such officer of the Agreements shall conclusively establish his or her authority to act on behalf of the Company and the approval and ratification by the Company of the Agreements.

FURTHER RESOLVED, that there will be no purchase price paid for the merger and that the stock of Company shall be automatically canceled at the effective time of the merger with no consideration paid by virtue of the ownership of Company by FTBNA.

FURTHER RESOLVED, that the appropriate officers of the Company be, and hereby are, authorized and directed to take all steps necessary, appropriate or desirable to implement this Resolution and put it into full force and effect, including, but not limited to, executing instruments, certificates, articles of merger and other documents, authorizing and directing appropriate officers to file charters, articles of association, notices, applications, registration statements, qualification or exemption requests, articles of merger and other instruments, papers and documents, and take such action as is appropriate with federal and state banking, securities, and other officials and regulators including, but not limited to, the Board of Governors of the

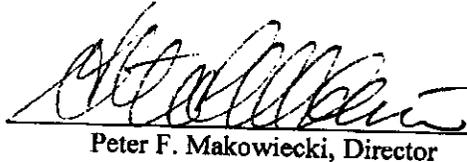
Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Commissioner of Banks and Secretaries of State of any appropriate jurisdiction.

FURTHER RESOLVED, that the employees and officers of Company immediately prior to the effect time of the merger shall become employees and officers of FTBNA.

FURTHER RESOLVED, that the appropriate officers of the Company, for purposes of this Resolution be, and hereby are, designated as the Chairman, Chief Executive Officer, President, any Financial Services President, any Executive Vice President, Senior Vice President or Vice President, Secretary, Controller, Treasurer, Counsel, and the designee or designees of them or any of them, with full power and authority to take, jointly or severally, any or all action contemplated as necessary, desirable or appropriate pursuant hereto; and the appropriate officers, or any of them, be, and hereby are, authorized, empowered and directed, in the name of and on behalf of the Company, as appropriate, to take all such further action and to execute and deliver all such further documents as they may deem necessary, desirable or appropriate to render effective and otherwise fully to carry out the authorization herein contained and the intent and purpose of this Resolution.

FURTHER RESOLVED, that any action taken by any of the officers of the Company prior to the date of this Resolution that is otherwise within the authority conferred by this Resolution be, and hereby is, ratified, confirmed and approved.

WITNESS the following signatures with this Resolution to be effective as of February 5, 2007.



Peter F. Makowiecki, Director

Exhibit A

Step 1: FT Mortgage, will form a new wholly-owned subsidiary, which will hold FT Mortgage's interest in First Horizon Merchant Services, Inc.

Step 2: FT Mortgage will then form a second new wholly-owned subsidiary, which will hold FT Mortgage's interest in the new subsidiary established as Step 1.

Step 3: FHMSH will be merged with and into FTBNA ("Merger One"). The offices of FHMSH will become business offices of FTBNA. FTBNA will retain the subsidiaries of FHMSH as subsidiaries of FTBNA.

Step 4: FT Mortgage will be merged with and into FTBNA ("Merger Two"). The offices of FT Mortgage will become business offices of FTBNA. FTBNA will retain the subsidiaries of FT Mortgage as subsidiaries of FTBNA.

Step 5: FHHLC will be merged with and into FTBNA ("Merger Three"). The mortgage offices of FHHLC will become loan production offices of FTBNA. The mortgage activities of FHHLC will continue as an operating division of FTBNA operating under the trade name First Horizon Home Loans, a division of FTBNA. FTBNA will retain the subsidiaries of FHHLC, First Tennessee Mortgage Services, In. and First Horizon Asset Securities, Inc., as subsidiaries of FTBNA.

Notice is hereby given that First Tennessee Bank National Association, 165 Madison Avenue, Shelby County, Memphis, TN 38103 ("FTBNA") has filed applications with the Federal Deposit Insurance Corporation, 5100 Poplar Avenue, Suite 1900, Memphis, TN 38137, and the Office of the Comptroller of the Currency, Southern District, 500 North Akard Street, Suite 1600, Dallas, TX 75201, pursuant to 12 USC 1828(c) and 12 USC 215a-3, for permission to consummate a corporate reorganization through a series of transactions involving the merger of certain non-bank subsidiaries with and into First Tennessee Bank National Association.

The entities involved are: FHMSH, Inc. ("FHMSH"), a Delaware corporation, headquartered at 4000 Horizon Way, Irving, Dallas County, TX 75063, which is a wholly-owned subsidiary of FTBNA. FT Mortgage Holding Corporation ("FT Mortgage"), a Delaware corporation with its headquarters located at 4000 Horizon Way, Irving, Dallas County, TX 75063, which is a wholly-owned subsidiary of FHMSH. First Horizon Home Loan Corporation ("FHHLC"), a Kansas corporation, headquartered at 4000 Horizon Way, Irving, Dallas County, TX 75063, which is a wholly-owned subsidiary of FT Mortgage. Each company will be merged with and into FTBNA as part of the corporate reorganization.

The corporate reorganization will occur in the following steps:

Step 1: FT Mortgage will form a new wholly-owned subsidiary that will hold FT Mortgage's interest in First Horizon Merchant Services, Inc.

Step 2: FT Mortgage will then form a second new wholly-owned subsidiary that will hold FT Mortgage's interest in the new subsidiary established as Step 1.

Step 3: FHMSH will be merged with and into FTBNA ("Merger Application One"). It is contemplated that the office of FHMSH will become a business office of FTBNA. FTBNA is seeking permission to retain the subsidiaries of FHMSH as subsidiaries of FTBNA.

Step 4: FT Mortgage will be merged with and into FTBNA ("Merger Application Two"). It is contemplated that the office of FT Mortgage will become a business office of FTBNA. FTBNA is seeking permission to retain the subsidiaries of FT Mortgage as subsidiaries of FTBNA.

Step 5: FHHLC will be merged with and into FTBNA ("Merger Application Three"). It is contemplated that the mortgage offices of FHHLC will become loan production offices of FTBNA. The mortgage activities of FHHLC will continue as an operating division of FTBNA operating under the trade name First Horizon Home Loans, a division of FTBNA. FTBNA is seeking permission to retain the subsidiaries of FHHLC, First Tennessee Mortgage Services, Inc. and First Horizon Asset Securities, Inc., as subsidiaries of FTBNA.

The mergers referred to above are collectively referred to as the Merger Transactions. The parties to the Merger Transactions are all affiliate corporations. For each merger, the target company will be a wholly-owned subsidiary of FTBNA at the time of the merger.

After the completion of the Merger Transactions, it is contemplated that all offices of the above-named entities will continue to be operated as business units of FTBNA. All of the FTBNA branches prior to the Merger Transactions shall continue to operate as branches of FTBNA.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR 303.65. This notice will appear three times over a 30-day period beginning February 9, 2007 and ending March 11, 2007.

Any person wishing to comment on these Merger Applications may file his or her comments in writing no later than March 11, 2007, with the Regional Director of the Federal Deposit Insurance Corporation at its Area Office at 5100 Poplar Avenue, Suite 1900, Memphis, TN 38137 and/or Director for District Licensing, Comptroller of the Currency, Southern District, 500 North Akard Street, Suite 1600, Dallas, TX 75201. The nonconfidential portions of the applications are on file and available for public inspection in those offices during regular business hours. Photocopies of information in the nonconfidential portion of the application file will be made available upon request. Written requests for a copy of the public file on the application should be sent to the Regional Director of the FDIC and/or OCC Director for District Licensing.

First Tennessee Bank National Association
Memphis, Tennessee

FHMSH, Inc., Irving, Texas

FT Mortgage Holding Corporation, Irving,
Texas

First Horizon Home Loan Corporation,
Irving, Texas

AGREEMENT TO MERGE

THIS AGREEMENT TO MERGE (the "Merger Agreement") is made and entered into as of this 7th day of February, 2007, by and between First Tennessee Bank National Association (referred to herein as "FTBNA" or "Survivor" as the context may require), a national banking association organized and existing under the laws of the United States of America having its main office located at 165 Madison Avenue, Memphis, Shelby County, Tennessee, and First Horizon Home Loan Corporation, (referred to herein as either "FHHLC" or "Target" as the context may require), a Kansas corporation having its main office located at 4000 Horizon Way, Irving, Dallas County, Texas.

WITNESSETH

WHEREAS, the Boards of Directors of First Horizon National Corporation (referred to herein as "FHN") and FTBNA have approved a corporate restructuring that includes the mergers of various subsidiaries into FTBNA;

WHEREAS, prior to the corporate restructuring, FHHLC was a wholly-owned subsidiary of FT Mortgage Holding Corporation, a Delaware corporation; FT Mortgage Holding Corporation was a wholly-owned subsidiary of FHMSH, Inc. a Delaware corporation; and FHMSH was wholly-owned subsidiary of FTBNA; and

WHEREAS, the corporate restructuring includes the following mergers in sequential order: the merger of FHMSH with and into FTBNA, the merger of FT Mortgage Holding Corporation with and into FTBNA, and the merger of FHHLC with and into FTBNA,

WHEREAS, at the time of the merger contemplated herein, FTBNA will be the record holder of one hundred percent (100%) of the outstanding voting shares of FHHLC;

WHEREAS, the Board of Directors of FHHLC approved the merger of FHHLC with and into FTBNA; and

WHEREAS, the Board of Directors of FTBNA, in its capacity as the Board and as the beneficial owner and holder of record of all 100% outstanding shares of FHHLC approved this Merger Agreement and has authorized its execution, delivery and performance;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FHHLC and FTBNA hereby enter into this Merger Agreement and hereby prescribe the terms and conditions of the merger of FHHLC with and into FTBNA, which shall survive the merger, and both parties agree to the manner of carrying the said Affiliate Merger into effect, as follows:

I. **Definitions.** As used in this Merger Agreement and in any amendments hereto, the following terms shall have the following meanings respectively:

- A. "Affiliate Merger" shall mean the merger of FHHLC with and into FTBNA, under the title of First Tennessee Bank National Association, as provided within this Merger Agreement.
- B. "FHHLC Common Stock" shall mean the \$1.00 par value common stock of First Horizon Home Loan Corporation.
- C. "Effective Time of the Affiliate Merger" shall mean the date and time specified for the Affiliate Merger in the official certification letter to be issued by the Office of the Comptroller of the Currency.
- D. "FTBNA" shall mean First Tennessee Bank National Association, a national banking association with its main office in Memphis, Tennessee, OCC Charter Number 336.
- E. "FTBNA Common Stock" shall mean the ten dollar (\$10.00) par value common stock of the surviving entity, FTBNA.
- F. "Party" shall mean either FTBNA or FHHLC, and Parties shall mean both FTBNA and FHHLC.
- G. "OCC" shall mean the Office of the Comptroller of the Currency.

II. Merger; Closing. Subject to the terms and conditions of this Merger Agreement, at the Effective Time of the Affiliate Merger, FHHLC shall be merged with and into FTBNA, under the Charter of FTBNA and in accordance with this Merger Agreement and the provisions of 12 U.S.C. § 1828(c) and § 215a-3, and the rules and procedures promulgated by the OCC thereunder. FTBNA shall be the entity surviving the Affiliate Merger and shall continue to be governed by the laws of the United States of America. The closing of the transactions contemplated hereby (the "Closing") shall take place as soon as practicable after, but not before the satisfaction of all conditions precedent to closing, including the receipt of all regulatory approvals and the expiration of any waiting periods, if any, set forth therein.

III. Name; Articles of Association; Bylaws; Offices. Upon and as of the Effective Time of the Affiliate Merger, the name of Survivor shall continue to be First Tennessee Bank National Association; its Articles of Association shall be the Articles of Association of the Survivor; its Bylaws shall be the Bylaws of the Survivor; the main office and established branch offices and facilities (including branch offices, wherever located, and including all ATMs, wherever located) of FTBNA shall continue to be the main office, established branch offices and facilities (including ATMs) of the Survivor. The main office and established offices FHHLC shall become loan production offices and facilities of the Survivor.

IV. Property and Rights of Survivor. Upon and as of the Effective Time of the Affiliate Merger, the corporate existence of FHHLC and FTBNA shall, as provided in 12 U.S.C. § 215a-3, be merged into and continued in Survivor. Upon and as of the Effective Time of the Affiliate

Merger, all rights, franchises, and interests of FHHLC and FTBNA, respectively, in and to every type of property (whether real, personal, or mixed) and choses in action shall be transferred to, and vested in FTBNA by virtue of the Affiliate Merger becoming effective without any deed or other transfer, and FTBNA, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar or transfer agent of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by FHHLC or by the Survivor immediately before the Effective Time of the Affiliate Merger.

V. **Liabilities Assumed.** Upon and as of the Effective Time of the Affiliate Merger, the Survivor shall become and be liable for all then existing liabilities of FHHLC. All then existing debts, liabilities, obligations and contracts of FHHLC, whether matured or not matured; whether accrued, absolute, contingent, or otherwise; and whether or not reflected or reserved against balance sheets, books of account records of FHHLC as the case may be, shall be those of the Survivor and shall not be released or impaired by the Affiliate Merger. All existing rights of creditors and other obligees and all liens on property of either FHHLC or the Survivor shall be preserved unimpaired.

VI. **Directors and Officers.** Upon and as of the Effective Time of the Affiliate Merger:

- A. The Board of Directors of FTBNA shall consist of all persons who were the directors of FTBNA immediately before the Effective Time of the Affiliate Merger;
- B. The officers of the FTBNA immediately prior to the Effective Time of the Affiliate Merger shall remain officers of FTBNA, and
- C. The officers of FHHLC immediately prior to the Effective Time of the Affiliate Merger shall become officers of the Survivor, provided, however, that nothing herein shall be deemed to restrict in any way the rights of the shareholders and directors of FTBNA at any time after the Effective Time of the Affiliate Merger to nominate, elect, select, or remove, as the case may be such officers of the Survivor as they see fit.

VII. **Effect on Stock.** Upon and as of the Effective Time of the Affiliate Merger and by reason of the Affiliate Merger becoming effective:

- A. **FHHL Common Stock.** Each share of FHHLC Common Stock which shall be issued and outstanding immediately prior to the Effective Time of the Affiliate Merger shall, at and after the Effective Time of the Affiliate Merger, be automatically canceled without payment of consideration by reason of the common ownership of the Target by Survivor, and such shares of FHHLC shall cease to be issued and outstanding shares of FHHLC Common Stock.

- B. **Outstanding Common Stock of Survivor.** The shares of common capital stock of the Survivor, FTBNA, which shall be issued and outstanding at the Effective Time of the Affiliate Merger shall continue to be issued and outstanding shares of the same class of common stock of FTBNA.

VIII. Conditions to Obligations of FTBNA. The obligations of the Survivor to proceed with the Closing are subject to the satisfaction at or prior to the Closing of all the conditions set forth in this Section 8, any one or more of which, to the extent that they may be lawfully waived, may be waived, in whole or in part, by the Survivor.

- A. **Regulatory Approval.** The transaction contemplated by this Merger Agreement shall have received all necessary approvals, orders, and consents from all necessary governmental authorities, each such approval, order, or consent to have been granted either unconditionally or with such condition or limitation as would not materially outweigh or result in a material impairment of the economic benefit reasonably expected to be derived by FTBNA from this Affiliate Merger. All such approvals, orders, and consents shall be in effect at the Effective Time of this Affiliate Merger. All required waiting periods, if any, to consummate the transactions contemplated hereby shall have expired.
- B. **Conditions of Merger Agreement.** All conditions to the obligations of the Parties to this Merger Agreement shall have been satisfied or waived.

IX. Conditions to Obligations of FHHLC. The obligations of FHHLC to proceed with the Closing are subject to the satisfaction, at or prior to the Closing, of all of the conditions set forth in this Section 9, any one or more of which, to the extent they may be lawfully waived, may be waived, in whole or in part, by FHHLC.

- A. **Regulatory Approval.** The transaction contemplated by this Merger Agreement shall have received all necessary approvals, orders, and consents from all necessary governmental authorities, each such approval, order, or consent to have been granted either unconditionally or with such condition or limitation as would not materially outweigh or result in a material impairment of the economic benefit reasonably expected to be derived by FHHLC and the Survivor from this Affiliate Merger. All such approvals, orders, and consents shall be in effect at the Effective Time of this Affiliate Merger. All required waiting periods, if any, to consummate the transactions contemplated hereby shall have elapsed.
- B. **Conditions of Merger Agreement.** All conditions to the obligations of the Parties to this Merger Agreement shall have been satisfied or waived.

X. Miscellaneous.

- A. Approvals; Effective Date and Time. This Merger Agreement and the Affiliate Merger have been ratified and confirmed by the affirmative votes of First Horizon National Corporation, in its capacity as the holder of one hundred percent (100%) of the outstanding voting stock of FTBNA. This Merger Agreement and the Affiliate Merger have been ratified and confirmed by the affirmative votes of First Tennessee Bank National Association, in its capacity as the holder of one hundred percent (100%) of the outstanding voting stock of FHHLC. The Boards of Directors of the Parties have respectively approved this Merger Agreement and the Affiliate Merger. The Affiliate Merger shall become effective on the date specified in the official certification letter to be issued by the OCC.
- B. Succession. This Merger Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns, provided, however, that neither this Merger Agreement nor any right hereunder may be assigned by any Party without the written consent of the other Party hereto. The consent of FHN shall be binding upon its respective successors as sole shareholder of the Parties unless and until rescinded by its respective successors.
- C. Entire Agreement; Amendments; Etc. This Merger Agreement constitutes the entire agreement of the Parties hereto with respect to this Affiliate Merger and supersedes all other prior arrangements, if any, with respect thereto. This Merger Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. Except as otherwise expressly provided herein, no person other than the Parties hereto shall have any right hereunder or be entitled to the benefit of any provision hereof.
- D. Counterparts. This Merger Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts hereof shall have been signed by and delivered to the Parties.
- E. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the United States of America, including the national banking laws as contained in Title 12 of the United States Code.

IN WITNESS WHEREOF, FHHLC and FTBNA have each caused this Merger Agreement to be executed by their duly authorized officers.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Charles G. Burkett

Title: President

FIRST HORIZON HOME LOAN CORPORATION

By: Peter F. Makowiecki

Title: President

CERTIFICATES

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of February, 2007, personally appeared before me, a Notary Public in and for said state and county, Charles G. Burkett, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of First Tennessee Bank National Association, and is authorized by its Board of Directors to execute this instrument on its behalf.

Annette LeCroix
NOTARY PUBLIC
Printed Name: Annette LeCroix

My Commission Expires: 11-10-09

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of February, 2007, personally appeared before me, a Notary Public in and for said state and county, Peter F. Makowiecki, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of First Horizon Home Loan Corporation, and is authorized by its Board of Directors to execute this instrument on its behalf.

Annette LeCroix
NOTARY PUBLIC
Printed Name: Annette LeCroix

My Commission Expires: 11-10-09

MERGER NOTICE

First Horizon Home Loan Corporation, a Kansas corporation having its principal place of business at 4000 Horizon Way, Irving, Texas, which also conducts business under the names First Horizon Home Loans and First Tennessee Home Loans ("First Horizon"), is currently a wholly-owned second tier operating subsidiary of First Tennessee Bank National Association ("FTBNA") and is regulated by the Office of the Comptroller of the Currency (the OCC") pursuant to 12 C.F.R. Part 5.34.

FTBNA has applied for and received permission from the OCC to merge First Horizon into FTBNA, effective with the close of business on May 31, 2007. This merger will not affect the manner in which First Horizon operates nor will it diminish its capacity to continue to serve its customers and community; simply stated, First Horizon will become a division of FTBNA and will no longer function as a separate and stand-alone operating subsidiary.

You are receiving this notice because you have a current relationship with First Horizon. As a result of the merger, FTBNA will become liable for all the current and past obligations of First Horizon and FTBNA will assume all the duties and responsibilities of First Horizon. Except for this change in its legal structure First Horizon, as a division of FTBNA, will continue to functionally operate exactly as it has in the past. Going forward, First Horizon will use the following formal name: "First Horizon Home Loans, a division of First Tennessee Bank National Association."

If you have an existing relationship with First Horizon, you can continue to work with the same First Horizon representative that you have worked with previously. Also, you can use the same contact information in the notice section of your existing contract and you can continue to remit payments or invoices to First Horizon in the same manner that you had been making them.

First Horizon requests that you acknowledge this Merger Notice and return a signed copy for our records. If you have questions please call the undersigned.

MAY-07-2007 09:52

First Horizon

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MAR-20-2007 12:33
MAR-20-2007 01:41FIRST TENNESSEE
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P.02

Federal Deposit Insurance Corporation
Dallas Regional Office
 1910 Pacific Avenue, 19th Floor, Dallas, Texas 75201
 (214) 734-0088 FAX (972) 761-2062

COPY

Division of Supervision and Consumer Protection
Memphis Area Office
 5100 Poplar Avenue, Suite 1900, Memphis, Tennessee 38137
 (901) 686-1603 FAX (901) 821-6306

March 19, 2007

Board of Directors
 First Tennessee Bank, National Association
 Post Office Box 84
 Memphis, Tennessee 38101-0084

Dear Members of the Board:

Subject: Application by First Tennessee Bank, National Association, Memphis, Tennessee, for Consent to Merge with FHMSH, Inc., Irving, Texas; FT Mortgage Holding Corporation, Irving, Texas; and First Horizon Home Loan Corporation, Irving, Texas

Pursuant to the authority delegated by the Board of Directors of the Federal Deposit Insurance Corporation and the Director of its Division of Supervision, I have approved this application, subject to the conditions as specified in the enclosed Order and Basis for Corporation Approval. This transaction may be consummated immediately.

Please advise us of the date of consummation of the transaction. If an extension of the six month-time limitation included in the Order becomes necessary, a letter-application requesting a specified extension should be submitted to this office.

This transaction must be consummated as proposed in the application. If any of the terms, conditions, or parties to the transaction change, this office must be notified in writing prior to consummation in order to determine if any additional action by the Corporation is required.

MAY-07-2007 09:52

First Horizon

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Board of Directors
First Tennessee Bank, National Association
Memphis, Tennessee

-2-

March 19, 2007

Should you need to contact us, please feel free to call Case Manager Ruth Ellen Cetto at 901/821-5237, or address any correspondence to Stan Ivie, Regional Director, Memphis Area Office, 5100 Poplar Avenue, Suite 1900, Memphis, Tennessee 38137.

Sincerely,



for

Stan Ivie
Regional Director

Enclosure

cc: Ms. Beth Whitehead ✓
Senior Vice President and
Assistant General Counsel
First Horizon National Corporation
165 Madison Avenue, 8th Floor
Memphis, Tennessee 38103

MAR-20-2007 12:33
MAR-20-2007 01:41FIRST TENNESSEE
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901 821 5309

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P.04

COPY ✓

ATS Number: 20070368
Assigned Basis Number: MEM-3(3-19-07)

FEDERAL DEPOSIT INSURANCE CORPORATION

Re: First Tennessee Bank, National Association
Memphis, Tennessee

Application for Consent to Merge

ORDER AND BASIS FOR CORPORATION APPROVAL

Pursuant to Section 18(c) and other provisions of the Federal Deposit Insurance ("FDI") Act, First Tennessee Bank, National Association, Memphis, Shelby County, Tennessee, an insured national bank with total resources of \$37,608,492,000 and total deposits of \$20,222,283,000 as of December 31, 2006, has filed an application for the Corporation's consent to merge with FHMSH, Inc., Irving, Dallas County, Texas, a noninsured corporation; FT Mortgage Holding Corporation, Irving, Dallas County, Texas, a noninsured corporation; and First Horizon Home Loan Corporation, Irving, Dallas County, Texas, a noninsured corporation, under the charter of First Tennessee Bank, National Association and with the title of First Tennessee Bank, National Association. No branches will be established. Notice of the proposed transaction, in a form approved by the Corporation, has been published pursuant to the FDI Act.

Essentially a corporate reorganization, the proposal would provide a means by which First Tennessee Bank, National Association may consolidate some of its operations. The proposed transaction would not affect the structure of commercial banking or the concentration of banking resources within the relevant markets. Services to be offered in the relevant markets by the resultant bank would not differ materially from those presently offered by the proponents.

A review of available information, including the Community Reinvestment Act ("CRA") Ratings of the proponents, discloses no inconsistencies with the purposes of the CRA. The resultant institution is expected to continue to meet the credit needs of its entire community, consistent with the safe and sound operation of the institution.

In connection with the application, the Corporation has also taken into consideration the financial and managerial resources and future prospects of the proponent institutions and the resultant bank, and the convenience and needs of the community to be served. The FDIC has also taken into consideration the effectiveness of the insured depository institution in combating money laundering activities. Having found favorably on these statutory factors and having considered other relevant information, including any reports on the competitive factors furnished by the Attorney General of the United States, it is the Corporation's judgment that the application should be and hereby is approved.

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The transaction shall not be consummated later than six months after the date of this Order, unless such period is extended for good cause by the Corporation. Until the proposed transaction becomes effective, the Corporation shall have the right to alter, suspend or withdraw its approval should any interim development be deemed to warrant such action.

By Order of the Regional Director of the Dallas Regional Office, acting pursuant to delegated authority for the Board of Directors of the Corporation.

Dated at Memphis, Tennessee this 19th day of March, 2007.

FEDERAL DEPOSIT INSURANCE CORPORATION

By:



for

Stan Ivie
Regional Director
Dallas Region

TOTAL P.05
TOTAL P.06



**Comptroller of the Currency
Administrator of National Banks**

Southern District Licensing
500 North Akard, Suite 1600
Dallas, Texas 75201-3323

March 19, 2007

K. Elizabeth Whitehead
Senior Vice President & Assistant General Counsel
First Horizon National Corporation
165 Madison Avenue, 8th Floor
Memphis, Tennessee 38103

Re: 215a-3 Mergers of Three Wholly-Owned Subsidiaries with and into First Tennessee Bank, National Association. Control Numbers 2007-SO-12-0043, 0044 and 0045.
Two After-The-Fact Operating Subsidiary Notices from First Tennessee Bank, National Association. Control Numbers 2007-SO-08-0001 and 0002.

Dear Ms. Whitehead:

As of the date of this letter, the Office of the Comptroller of the Currency (OCC) approved the application by FHMSH, Inc., a non-bank affiliate to merge into First Tennessee Bank, National Association, under 12 USC 215a-3. Also on this date, the OCC approved the application by FT Mortgage Holding Corporation, a non-bank affiliate to merge into First Tennessee Bank, National Association, and the application of First Horizon Home Loan Corporation, a non-bank affiliate to merge into First Tennessee Bank, National Association, under 12 USC 215a-3.

Under the OCC's regulations, in reviewing mergers under section 215a-3, the OCC considers the purpose of the transaction, its impact on the safety and soundness of the bank, and any effect on the bank's customers, and may deny the merger if it would have a negative effect in any such respect. The OCC reviewed the subject mergers with respect to these factors and determined approval of all three mergers is warranted.

This approval was granted based on a thorough review of all information available, including commitments and representations made in the application and the merger agreement and by the bank's representatives.

The OCC must be advised in writing in advance of the desired effective date for each merger so that we may issue the certification letter for each merger. We will issue a letter certifying consummation of the merger when we receive a Secretary's certificate from First Tennessee Bank, National Association, FHMSH, Inc., FT Mortgage Holding Corporation and First Horizon Home Loan Corporation certifying that the shareholders' approvals have been obtained.

K. Elizabeth Whitehead
March 19, 2007
Page 2

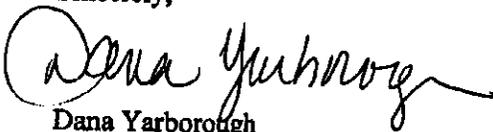
If the mergers are not consummated within one year of the approval date, the approval shall automatically terminate, unless the OCC grants an extension of the time period.

The OCC also acknowledges receipt of your operating subsidiary notices dated February 8, 2007, informing us of the establishment of two subsidiaries. The bank qualifies for the pre-approved notice procedures at 12 CFR 5.34(e)(5)(iv). The subsidiaries will be known as NewCo #1 and NewCo #2. The purpose of NewCo #1 will be to hold its interest in First Horizon Merchant Services, Inc. and related subsidiaries. The purpose of NewCo #2 will be to hold its interest in NewCo #1. You should note that operating subsidiaries approved pursuant to 12 CFR 5.34(e)(5)(iv) must be operated in conformity with published OCC guidance.

This approval and the activities and communications by OCC employees in connection with the filing do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory, and examination authorities under applicable law and regulations. The foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

A separate letter is enclosed requesting your feedback on how we handled the referenced application. We would appreciate your response so we may improve our service. If you have any questions, please contact Senior Licensing Analyst Brenda E. McNeese or me at (214) 720-7052. The referenced CAIS control number should be included in all correspondence.

Sincerely,



Dana Yarborough
Licensing Analyst

Enclosures: Survey Letter