

This instrument was prepared by:  
Carin McMoran

After recording return to:  
First Tennessee Bank National Association  
1755 Lynnfield  
Memphis, TN 38119  
Phone: 901-257-6766

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND HOME EQUITY LINE OF CREDIT DEED OF TRUST**

THIS MODIFICATION AGREEMENT (this "Agreement") is made between **FIRST TENNESSEE BANK NATIONAL ASSOCIATION** and **MANOOCHER HAKIMI** ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean First Horizon Home Loan Corporation.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated **JULY 23, 2004**, which is secured by a Line of Credit Deed of Trust of the same date recorded in Book **2071** Page **272** and modified by a modification agreement dated **NOVEMBER 29, 2004** and recorded in book **2,203** and page **84** of the Official Records of **DEOTO** County (the "Security Instrument")<sup>1</sup>, covering real property located at **3861 BONNER DR, OLIVE BRANCH, MS 38654**, Mississippi (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of **AUGUST 22, 2008** (the "Effective Date"), the Line of Credit Agreement shall be modified **with respect to such of the following items as are Initialed by Borrower:**

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from **\$129,000** to **\$180,000**.

RECORD AND RETURN TO:  
GROUP 9, INC  
444 OXFORD VALLEY RD  
LANGHORNE, PA 19047

Borrower's  
Initials



Borrower's

**Initials**

2. The Draw Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from five (5) Years to ten (10) Years, expiring on **JULY 23, 2014**.

mb

3. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be reduced from fifteen (15) Years to Ten (10) Years.

mb

4. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from **0.00%** to **-1.00%**.

mb

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from **\$129,000** to **\$180,000**.

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

Sign Name: Li. Wells  
Print Name: Lisa Wells

BORROWER:

Manoocher Hakimi  
MANOOCHER HAKIMI  
Date: 8-22-08

Kim Kendall  
Kim Kendall

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Lisa Garry  
Name: LISA GARRY  
Title: Vice President  
Date: 8/27/08

KK

**ACKNOWLEDGEMENTS<sup>2</sup>**

State of ~~Mississippi~~ TN  
County of Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of August, 2008, within my jurisdiction, the within named Manoocher Hakimi, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Benita L McNeer  
Notary Public  
Print name: Benita L McNeer

My Commission expires:  
**MY COMMISSION EXPIRES:**  
December 7, 2011  
(Affix official seal, if applicable)





**Schedule A**

NAME(S): MANOOCHER HAKIMI AND DENISE C. HAKIMI

LONG LEGAL: LOT 5, SECTION B, CEDAR HILL, SEC. 27, TWP. 1 RGE 7, PLAT BOOK 6, PG. 49.

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF DE SOTO, STATE OF MISSISSIPPI; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 5, SECTION B, CEDAR HILL SUBDIVISION, IN SECTION 27, TOWNSHIP 1, RANGE 7, AS SHOWN BY PLAT OF RECORD APPEARING IN PLAT BOOK 6, ON PAGE 49, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

TAX MAP#: 1-07-8-27-02-0-00005-00