

This instrument was prepared by: Steven Wheeler
1755 LYNNFIELD, BUILDING D-2ND FLOOR
MEMPHIS, Tennessee 38119

After recording return to:
FIRST HORIZON HOME LOAN CORPORATION
1755 LYNNFIELD RD., BLDG D, 2ND FLOOR
MEMPHIS, TN 38119
Phone: 473-6663

[Space Above This Line For Recording Data]

**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 **Ronald J Cato and Traci L Cato** ("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 TENNESSEE BANK NATIONAL ASSOCIATION**.

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 **MARCH 12, 2008** which is secured by a Line of Credit Deed of Trust of the same date recorded in **BOOK 2876 AT PAGE 173** of the Official Records of **Desoto County** (the "Security Instrument")¹, covering real property located at **7571 CARLTON DRIVE, SOUTHAVEN, MISSISSIPPI 38672**, (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 **SEPTEMBER 19, 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 \$30,000.00 to \$35,000.00.
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 N/A.
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.

Borrower's Initials

RC TC

RC TC

RC TC

Record and Return to:
Group9, Inc.
444 Oxford Valley Rd
Langhorne, PA 19047

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4. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from fifteen (15) Years or Ten (10) Years to Twenty (20) years.

N/A

5. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from N/A to N/A.

RC TC

6. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from N/A to N/A.

RC TC

7. "Your account is in the repayment period specified in the paragraph of your Home Equity Line of Credit agreement entitled "Specific Information." You have requested a modification to reopen and extend your draw period and/or your repayment period, as indicated above. Be advised that during the repayment period you were billed principal and interest, and any principal payments have been applied to reduce your outstanding principal balance. At your request we will reopen and extend your draw period, as stated above, and commencing with your next monthly statement you will be billed according to the terms of your Home Equity Line of Credit agreement for the Draw Period. By signing your initials you consent and agree."

N/A

B. MODIFICATION OF SECURITY INSTRUMENT.

1. As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$30,000.00 to \$35,000.00.

2. As of the Effective Date the Security Instrument shall be modified to revise the maturity date from N/A to N/A.

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: Lynn McAdams

Print Name: Lynn McAdams

Sign Name: Gigi Barnett

Print Name: Gigi Barnett

BORROWERS

R. J. Cato
Borrower **RONALD J CATO** 09/19/2008
Date

Traci Cato
Borrower **TRACI L CATO** 09/19/2008
Date

Borrower Date

Borrower Date

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Lisa A. Garry
Name: **Lisa A. Garry**
Title: **Vice President**
Date: 9/25/08

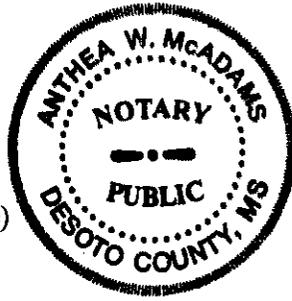
ACKNOWLEDGEMENTS²

State of Mississippi

County of DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of Sept, 2008, within my jurisdiction, the within named Ronald J and Tracie L. Carr, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Anthea W McAdams
Notary Public
Print name: Anthea W Mc Adams



My Commission expires:

April 2, 2011
My Commission Expires
(Affix official seal, if applicable)

State of TENNESSEE

County of SHELBY

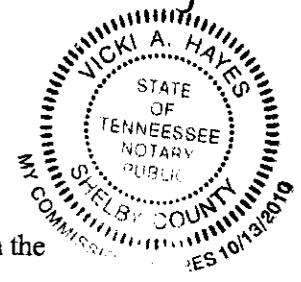
Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of September, 2008, within my jurisdiction, the within named Lisa A. Garry, who acknowledge that she is Vice President of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a corporation, and that for and on behalf of said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

[Signature]
Notary Public
Print name: Vicki A. Hayes



My Commission expires:

10/13/2010
(Affix official seal, if applicable)



To the Chancery Clerk of the Judicial District of
County, Mississippi: The real property described herein is situated in the
Quarter of the Quarter of Section
, Township , Range of the
Judicial District of County, Mississippi.

¹ If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

² If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.

Schedule A

NAME(S): RONALD J. CATO AND TRACI L. CATO

LONG LEGAL: LOT 82, SEC B, SOUTHERN TRACE II SUB, SEC 28, TWP 1S, RNG 7W, BK 63, PG 33.
DESOTO COUNTY, MS.

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

LOT 82, SECTION B, SOUTHERN TRACE II SUBDIVISION, IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE
7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE
33, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

TAX MAP#: 1078-2810.0-00082.00