

Record and return to:
Griffin Clift Everton & Thornton PLLC
6489 Quail Hollow Drive #100
Memphis, TN 38120
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OK T BK 3,030 PG 432
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK



Modification of Security Instrument

Prepared by
Return Recorded Document To:
SunTrust Consumer Lending Services
Image Department
P. O. Box 305053
Nashville, TN 37230-5053
866-732-1685

This Modification of Equity Line Agreement and Security Instrument (this "Modification") made this 6TH day of MAY, 2009, between THOMAS J WAINSCOTT AND LAURA R WAINSCOTT,
HUSBAND AND WIFE

Grantor/Mortgagor
("Borrower", whether one or more) and SunTrust Bank, a Georgia banking corporation, Grantee/ Mortgagee ("Bank").

WITNESSETH

WHEREAS, Bank is the owner and holder of a Home Equity Line Agreement and Disclosure Statement dated AUGUST 8, 2005 with a credit limit in the amount of \$ 25,000.00 given by the Borrower, ("Agreement");

WHEREAS, the payment of the Agreement, and any and all renewals, extensions, substitutions and modifications therefore, are secured by a Mortgage, Deed to Secure Debt, or Deed of Trust of even date therewith (the "Security Instrument"), recorded in Deed, Trust, Liber or Official Record Book 2308, Page 413, or as Instrument Number _____ in the Register's, Clerk's Office, or Public Records of DESO TO County, State of MISSISSIPPI (the "Recording State and County") which granted a lien upon the real property as more fully described in the Security Instrument;

SEE ATTACHED SCHEDULE (A)

AND (Choose if applicable):

The Agreement and/or Security Instrument were previously modified as follows:

(Check if and as applicable; if all are unmarked, this means Agreement and Security Instrument were executed in favor of SunTrust Bank):

WHEREAS, SunTrust Bank was formerly known as _____

WHEREAS, SunTrust Bank is successor by merger to _____

WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of _____ ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by the Original Creditor to SunTrust Bank by virtue of that certain Assignment recorded in the Recording State and County as Book _____ Page _____ or as Instrument Number _____.



AND

(Choose only one option)

WHEREAS, Borrower has requested an increase in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

WHEREAS, Borrower has requested a decrease in the amount of the credit limit of the Agreement and Security Instrument and Bank has agreed to decrease the credit limit, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the parties mutual covenants and other good and valuable consideration, the receipt of which being here by acknowledged, the parties agree as follows:

1. Borrower acknowledges that the agreement and Security Instrument are due and payable in full without defense, adjustment or offset.

2. In order to evidence an increase or decrease in the credit line as contained in the Agreement, as contemplated hereby, the Agreement and Security Instrument are hereby amended to provide for an increase or decrease in the credit limit in the amount of \$5,000.00, which results in a new credit of \$20,000.00.

3. The Maximum Lien clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased or decreased to \$_____.

4. The Security Instrument and Agreement shall each remain in full force and effect in accordance with their terms, except as may be herein modified, and the Security Instrument shall continue to secure the payment of indebtedness incurred under the Agreement, as same may be amended, modified, renewed, or substituted for from time to time in the future, in the same manner and upon the same conditions. Any future modification may not necessitate the further modification of the Security Instrument; however; Bank shall not be obligated to agree to any extensions or further modifications in the future.

5. This is the complete agreement of the parties and may only be modified in writing, signed by both parties. The term Borrower shall include the plural, where the context requires.

IN WITNESS WHEREOF, the Borrower has caused this Modification Agreement to be duly executed as of the date set forth above. (Two signatures are required)

Witness Signatures (Two signatures are required)

Signed, sealed and delivered in the presence of:

Witness: _____

Witness: _____

Borrower

Thomas J Waincott
THOMAS J WAINSCOTT

Laura R Waincott
LAURA R WAINSCOTT

Address 3360 EVERGREEN DR
OLIVE BRANCH, MS 38654

Signed, sealed and delivered in the presence of:

Witness: GIGI CORTES

Witness: JACKIE COPELAND

SunTrust Bank

By: Debbie Canelore

Print Name: DEBBIE CANELORE

Title: ASSISTANT VICE PRESIDENT



IN WITNESS WHEREOF, the Grantor has caused this Acknowledgement to be duly executed before Notaries Public as of the dates(s) set forth herein below.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Tennessee)

CITY/COUNTY OF Shelby)

On this day before me, the undersigned Notary Public, personally appeared Laura R. Waincott to me known to be the individual(s) described in and who executed the Modification of Deed of Trust or Mortgage as applicable, and acknowledged that he/she/they signed the Deed of Trust or Mortgage as applicable, as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

By [Signature] Residing at _____

Notary Public in and for Shelby County Tennessee My commission expires: 7/28/09
My registration number is: _____



BANK ACKNOWLEDGEMENT

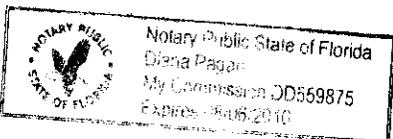
STATE OF FLORIDA)

CITY/COUNTY OF ORANGE)

On this 6TH day of MAY, 2009, before me, the undersigned Notary Public, personally appeared DEBBIE CANELORE and known to me to be the ASSISTANT VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at 7455 Chancellor Drive
DIANA PAGAN Orlando, Florida 32809

Notary Public in and for the County of Orange My commission expires: _____



STATE OF NORTH CAROLINA
COUNTY OF Guilford

Modification of Security Instrument Dated 5/06/2009

BEFORE ME, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared, Thomas J. Wainscott to me known to be the person(s) described in and who executed and delivered the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand, at office, this 8th day of May, 2009.

Michael D. Hinz
Notary Public

Commission Expiration: 3-13-2011

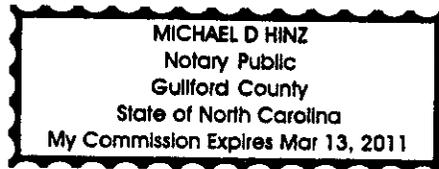


EXHIBIT "A"

Lot 34, SECTION B, CEDAR VIEW ESTATES SUBDIVISION, LOCATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, as shown on plat of record in Plat Book 17, Page 25, in the OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, to which plat reference is hereby made for a more particular description of said property.