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10/29/10 10:59:52
DK T BK 3,234 PG 245
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This instrument was prepared by
TARA SHAW

After recording, return recording
information to:

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

*201008181341

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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 by and between FIRST
TENNESSEE BANK NATIONAL ASSOCIATION a/k/a First Tennessee Bank, N.A. ("Bank") and ROBERT
M. LEWIS ("Borrower") and ROBERT M. LEWIS ("Grantor").

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures
under the Federal Truth-in-Lending Act with Bank, dated June 10, 2005 (the "Line of Credit Agreement"),
which is secured by a Line of Credit Deed of Trust dated June 10, 2005, and recorded in Book 2255,
Page 107-111, or as Document Number N/A of the DESOTO County Clerk of the Chancery Court (the
"Security Instrument"), covering real property located at 5738 MARLIN PLACE, OLIVE BRANCH,
Mississippi (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, the parties desire to make certain changes to the Loan Documents as hereinafter set
forth;

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

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of September 28, 2010 (the
"Effective Date"), the Line of Credit Agreement is 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 \$ to \$
2. The Draw Period specified in the paragraph of the Line of Credit Agreement,
entitled "Specific Information", will be increased from 5 Years to 10 Years, expiring
on June 10, 2015.

Borrower's Initials

N/A



Mississippi rev 02.17.10

Borrower's Initials

- 3. Your Rate Differential (Margin above Prime) specified the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from % to %. N/A
- 4. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from % to %. N/A
- 5. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be decreased from 15 Years to 10 Years, and the maturity date of the Line of Credit Agreement remains June 10, 2025. RMZ

B. AMENDMENT OF SECURITY INSTRUMENT. Effective as of the Effective Date, the Security Instrument is modified as necessary to reflect the changes to the Line of Credit Agreement described in Section A above, and continues to secure all amounts owed under the Line of Credit Agreement as amended by this Agreement.

C. OTHER TERMS

- 1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect Bank's security interest in, or lien priority on, the Property.
- 2. This Agreement shall not be construed to be a satisfaction, novat on or partial release of the Line of Credit Agreement or the Security Instrument.
- 3. Bank does not waive its right to: (i) prohibit or restrict any future amendments or modifications Borrower may request, or (ii) enforce any of Bank's 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 Effective Date.

BORROWER:
Robert M. Lewis
ROBERT M. LEWIS
Date: 9/28/10

GRANTOR:
Robert M. Lewis
ROBERT M. LEWIS
Date: 9/28/10

Date: _____

Date: _____

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Leanne Washburn
Name:
Title: Bank officer
Date: 9/28/10

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Deborah Parks
Name: Deborah Parks
Title: Vice President - Credit Operations
Date: 9/28/10

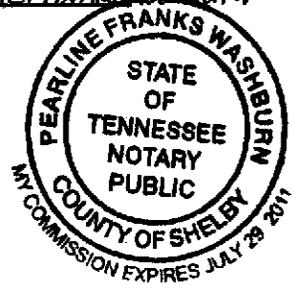
ACKNOWLEDGEMENTS

State of ~~Mississippi~~ Tennessee
County of Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of September, 2010, within my jurisdiction, the within named Robert M Lewis, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Pearline Franks Washburn
Notary Public
Print name: Pearline Franks Washburn

My Commission expires:
7/29/11
(Affix official seal, if applicable)



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Pearline Washburn with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Bank Officer of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Bank Officer of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Bank Officer.

Witness my hand and seal, on this 28th day of September, 2010.
Essie L. Love (SEAL)
Notary Public

Printed Name: Essie L. Love

My commission expires on: 11/07/2012

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.



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Deborah Parks with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Limited Vice President of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in his/her capacity as a Limited Vice President of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Deborah Parks.

Witness my hand and seal, on this 28 day of Sept., 2010.

Jamie Lewis (SEAL)
Print Name: Jamie Lewis
Notary Public

My commission expires on: _____



1 If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, 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.