

This instrument was prepared by and, once recorded, should be returned to:

First Tennessee Bank National Association
1555 Lynnfield Rd., Bldg. C, 1st Floor
Memphis, TN 38119
Telephone: (877) 226-9926

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC. ✓
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 20105021141

Indexing Instructions: Lot 11 of Section "A" of Magnolia Estates Subdivision, Desoto County, Mississippi

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

This Modification (this "Agreement") is entered into as of May 19, 2011 (the "Effective Date"), by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("Bank"), KIMBERLY C. ARRINGTON f/k/a Kimberly C. Bailey ("Borrower"), and KIMBERLY C. ARRINGTON f/k/a Kimberly C. Bailey ("Grantor").

WHEREAS, Borrower has previously entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-in-Lending Act with Bank, dated August 18, 2005 (the "Line of Credit Agreement"), which is secured by Grantor's Mississippi Deed of Trust (Home Equity Line of Credit) of the same date recorded at Book 2339, Page 366, of the Desoto County, Mississippi, Chancery Court Clerk's Records (collectively, the "Security Instrument"), covering real property located at 10152 Yates Drive, Olive Branch, Mississippi 38654, described in Exhibit A attached to this Agreement and made a part of it, and all improvements located thereon (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, Borrower and Grantor 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. MODIFICATION OF LINE OF CREDIT AGREEMENT. Borrower and Bank agree that the Line of Credit Agreement shall be modified as of the Effective Date, as follows:

1. Reduction of Credit Limit to Principal Balance; FLEXLOANS Terminated. Borrower and Bank agree that the outstanding principal balance under the Line of Credit

Agreement, including the outstanding principal balance of any FLEXLOAN, as of the Effective Date is \$18,292.64, and that the Credit Limit will be reduced from \$18,890.00 to that amount (rounded up to the next whole dollar). The terms of any FLEXLOAN will no longer apply, and the entire outstanding principal balance is subject to the remaining terms of this Agreement.

2. **Extension of Repayment Period and Maturity Date.** The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will increase from Ten (10) Years to Fifteen (15) Years. As a result, the maturity date of the Line of Credit Agreement is extended from August 18, 2020, to August 18, 2025.

3. **Temporary Interest Rate and Payment Changes.** Borrower and Bank agree on the following temporary interest rate and payment changes:

a. **Fixed Interest Rate.** Beginning with the current billing cycle (the one that includes the Effective Date), and continuing for a total of 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will no longer be a variable rate, and the provisions of the paragraph of the Line of Credit Agreement entitled "Rates" will not apply. The interest rate, **ANNUAL PERCENTAGE RATE**, and monthly periodic rate will be fixed rates. The interest rate will be 1.000%, the **ANNUAL PERCENTAGE RATE** will be 1.04%, and the monthly periodic rate will be 0.0867%. After 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will return to a variable rate, and the paragraph of the Line of Credit Agreement entitled "Rates" will again apply.

b. **Fixed Payments.** Beginning with the first Bill after the Effective Date, the "Minimum Payment Due" described in the paragraph of the Line of Credit Agreement entitled "Payments" will not apply, and Borrower agrees to make monthly fixed payments in the amount of \$58.83 (the "Fixed Payment") for 60 months (the "Fixed Payment Period"). The Fixed Payment is calculated on a 360 month principal amortization schedule, but if Borrower incurs fees in any month, the amount of principal paid that month will be reduced. After the Fixed Payment Period, the "Minimum Payment Due" described in the paragraph of the Line of Credit Agreement entitled "Payments" will again apply.

B. MODIFICATION OF SECURITY INSTRUMENT. Effective as of the Effective Date, Grantor and Bank agree that the Security Instrument is modified to indicate that the term of the Line of Credit Agreement has been extended to August 18, 2025, and to reflect the other changes set forth in paragraph A.

C. OTHER TERMS

1. Except as provided in paragraph B, 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, novation 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 Line of Credit Agreement shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Line of Credit Agreement, 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:

Kimberly C. Arrington
Kimberly C. Arrington
Date: 9.19.11

GRANTOR:

Kimberly C. Arrington
Kimberly C. Arrington
Date: 9.19.11

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Edward D. Rest
Name: Edward D. Rest
Title: VP Loss Mitigation
Date: 5-25-11

ACKNOWLEDGEMENTS

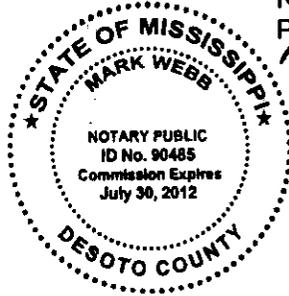
State of Mississippi

County of DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of MAY, 2011 within my jurisdiction, the within named KIMBERLY ARRINGTON, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Mark Webb
Notary Public
Print name: MARK WEBB

My Commission expires: 7-30-2012
(Affix official seal, if applicable)



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Edward D. Rast, 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 Ltd VP Loss Mitigation of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in his capacity as a Ltd VP Loss Mitigation of the said association and on its behalf, he executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Ltd VP Loss Mitigation

Witness my hand and seal, on this 25 day of May, 2011
Bobbie G. Fulghum (SEAL)
Notary Public

Printed Name: Bobbie G. Fulghum

My commission expires on: October 07, 2014

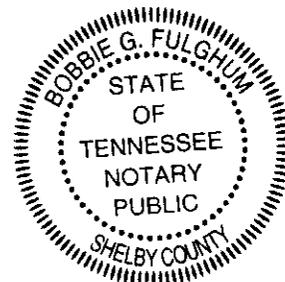


EXHIBIT A

NAME(S): KIMBERLY C. BAILEY

THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT;

LOT 11, SECTION 'A', MAGNOLIA ESTATES SUBDIVISION, SITUATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 26, AT PAGE 21, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY MISSISSIPPI.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO KIMBERLY C. BAILEY FROM STACY DALTON, AND WIFE, PHYLLIS DALTON BY WARRANTY DEED DATED 09/23/2003, AND RECORDED ON 10/06/2003, AT BOOK 455, PAGE 122, IN DESOTO COUNTY, MS.