

**MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT**  
 ("Modification Agreement")

**BORROWER:****LENDER:**

<b>Michael Smith and Donna Smith</b>	Renasant Bank
	At it's <b>Birmingham AL Greystone</b> Office
<b>1005 Woodlands Cove</b>	P O Box 709
<b>Helena AL 35080</b>	Tupelo MS 38802

(Individually and collectively, "Borrower")("Lender")

This Modification Agreement is entered into with respect the Home Equity Line of Credit Agreement ("HELOC") between Borrower and Lender identified below:

Original Date: **11-10-2006**  
 Maturity Date: **11-15-2013**  
 Loan # **8888003871-1**

RECORDING TO  
 CLERK OF DISTRICT COURT  
 NEW LAMBERT  
 AREA OFFICE 4103926

Borrower and Lender wish to modify the terms and conditions set forth in the, the applicable change being determined by the paragraph selected below.

The terms "minimum ANNUAL PERCENTAGE RATE" and "ANNUAL PERCENTAGE RATE" shall have the same meanings herein as such terms have in the HELOC, irrespective of the fact that "ANNUAL PERCENTAGE RATE" may not be set forth in all caps (i.e. "Annual Percentage Rate") in the HELOC.

If the HELOC has a variable rate of interest, then term "Index" shall have the same meaning herein as it does in the HELOC although the stated margin in the HELOC over or under the "Index" may be changed by this Modification Agreement, the applicable change being determined by the paragraph selected below.

The terms "Draw Period," "Maturity Date" and "Outstanding Balance" have the same meaning herein as in the HELOC.

The term "Maximum Credit Limit" has the same meaning herein as it does in the HELOC. "Maximum Credit Limit" also has the same meaning as "Credit Limit" or "Limit" as those terms are defined in the HELOC.

The change set forth in this Modification Agreement shall be effective as of **09-28-2012** (the "Effective Date").

As of the Effective Date, Borrower and Lender agree that the HELOC, identified above, is modified as follows, and in no other respects:

☐ **CHANGE ANNUAL PERCENTAGE RATE:**

☐ **Change in minimum Annual Percentage Rate:** The minimum ANNUAL PERCENTAGE RATE shall not be less than \_\_\_\_\_ % per annum. This change means that the ANNUAL PERCENTAGE RATE applicable to the HELOC will never decrease below the ANNUAL PERCENTAGE RATE stated in the preceding sentence. This change will also cause an increase in the ANNUAL PERCENTAGE RATE as of the Effective Date if it is less than the foregoing minimum. Before this change the HELOC did not have a minimum ANNUAL PERCENTAGE RATE.

☐ **Other:**

☒ **CHANGE IN CREDIT LIMIT OR RIGHT TO OBTAIN ADVANCES:**

☐ **Change in Credit Limit:** The Credit Limit available under the HELOC is reduced from the existing Credit Limit of \$\_\_\_\_\_ to a Credit Limit of \$\_\_\_\_\_. As provided in the HELOC,

this reduction reduces the amount of principal that may be borrowed under the HELOC.

- ☒ **Suspension of Credit Advances:** Borrower shall have no right to obtain and Lender may refuse to extend additions loans or advances under the HELOC.

☐ **CHANGE IN MATURITY DATE:**

- ☐ **Reduction in Maturity Date:** The Maturity Date of the HELOC is changed and the new Maturity Date shall be \_\_\_\_\_. On the Maturity Date the Borrower must pay the amount of the Outstanding Balance in full.

- ☐ **Other:**

The Maturity Date, as above changed, coincides with the end of the Draw Period for the purpose of determining the date when Borrower's right to obtain additional credit advances will cease (if such right has not already been terminated by this Modification) as well as the date when the entire outstanding principal balance and all accrued and unpaid accrued finance and other charges shall become due and payable by Borrower.

**ADDITIONAL DOCUMENTS:** Borrower agrees to execute or cause to be executed any additional documents that Lender may request in connection with this Modification Agreement.

**RATIFICATION AND INCORPORATION:** The terms, definitions, and conditions of the existing HELOC are incorporated by this reference and shall remain in full force and effect except for the limited change set forth in this Modification Agreement. The HELOC, as modified herein, is hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding upon Borrower.

**COLLATERAL SECURITY:** By execution of this Modification Agreement, Borrower and any third party(s) who have pledged real property collateral as security for the HELOC agree that all such real property collateral shall continue to serve as collateral for the HELOC as modified herein, including, without limitation, any and all interest which may accrue according to the modifications (if any) set forth herein. Any security agreement, deed of trust or mortgage given to secure the HELOC shall remain in full force and effect with respect to the HELOC as modified herein. In the event of a conflict between the terms of the HELOC as modified herein and the terms of any security agreement, deed of trust or mortgage given to the secure the HELOC, the term of the HELOC as modified herein shall control.

**RESERVATION OF RIGHTS:** This Modification Agreement shall not constitute a discharge, satisfaction or novation of the HELOC. All makers, endorsers, guarantors and other accommodations parties to the HELOC shall remain liable on the HELOC or any guaranty irrespective of whether they sign this Modification Agreement unless and until such parties are released from those obligations in a writing signed by Lender. No such maker, endorser, guarantor, or accommodation party shall be released by virtue of this Modification Agreement. The failure of any third party who has pledged collateral as security for the HELOC to sign this Modification Agreement shall not impair Lender's rights under any such security agreement, deed of trust, or mortgage with respect to the HELOC as modified herein. Consent by Lender to this Modification Agreement does not waive Lender's right to require strict performance of the HELOC as modified herein nor obligate Lender to make future modifications, extensions, or changes.

BORROWER WAIVES ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST THE PAYMENT OF THE HELOC AND LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS MODIFICATION AGREEMENT.

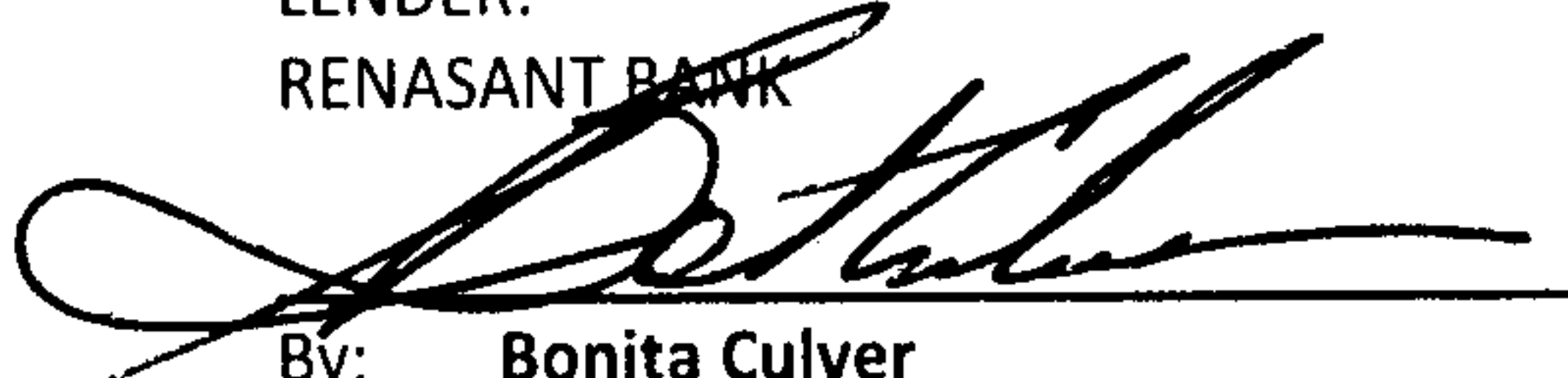
BORROWER ACKNOWLEDGES THAT BORROWER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS MODIFICATION AGREEMENT. BORROWER ALSO ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MODIFICATION AGREEMENT.


20130123000031340 2/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
01/23/2013 02:51:32 PM FILED/CERT




CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.

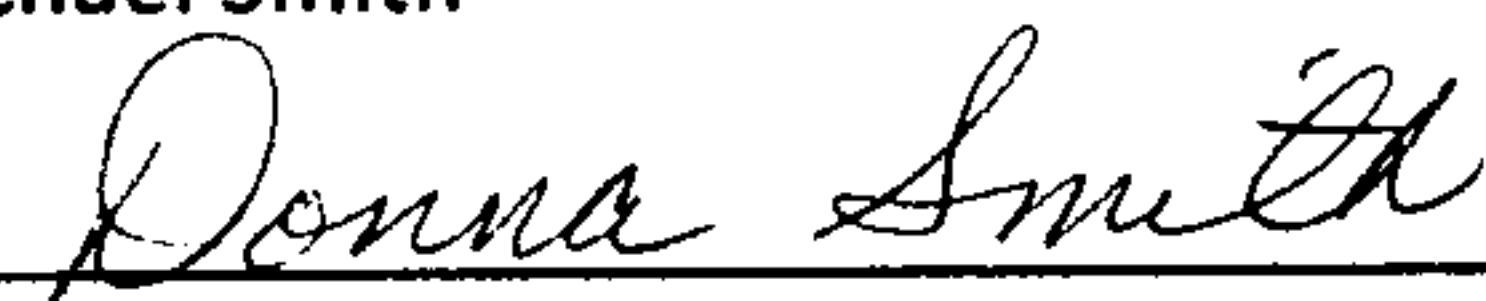
LENDER:  
RENASANT BANK


  
By: **Bonita Culver**  
**Vice President**

  
20130123000031340 3/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
01/23/2013 02:51:32 PM FILED/CERT

BORROWER:

  
Michael Smith

  
Donna Smith

  
Le Wayne Allen  
MY COMMISSION EXPIRES FEBRUARY 2, 2016

THIRD PARTY PLEDGERS (IN ANY):

\_\_\_\_\_  
\_\_\_\_\_

