

RECORD AND RETURN TO:
FIDELITY NATIONAL TITLE
NATIONAL LENDERS DIVISION
2500 McCLELLAN AVE., SUITE 120
PENNSAUKEN, NJ 08109

PREPARED BY (AND MAIL TO):

FIRST HORIZON EQUITY LENDING
1755 LYNNFIELD AVE, D2
MEMPHIS, TN 38119
ERICA SMITH

LOAN-IN-A-LINE SM
MODIFICATION AGREEMENT REGARDING
HOME EQUITY LINE OF CREDIT AGREEMENT
AND DEED OF TRUST

HELOC # 4458370393792359

20020904000423200 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
09/04/2002 14:18:00 FILED/CERTIFIED

THIS AGREEMENT is entered into as of the **9TH DAY OF JULY, 2002** by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION (THE "BANK"), and DONALD J. & MILDRED JOHNSON (the "borrower" whether one or more).

1. **Recitals of Fact.** By Trust Deed dated **DECEMBER 14, 2001** (the "Mortgage"), recorded in the Register's Office of **SHELBY** County, AL, (under instrument No.), in **BOOK 2002, PAGE 00953**, the Borrower conveyed to the Trustee(s) named therein certain real property located in said County for the purpose of securing the payment of the indebtedness specified in the Mortgage, this indebtedness being described in and evidenced by that certain Home Equity Line of Credit Agreement (which together with any and all modifications are hereinafter called the "Loan Agreement"), executed by the Borrower and the Bank, and being in the original principal amount of **\$98,000.00** (the original "Line of Credit"), reference being here made to the Mortgage for all its terms and provisions, including a particular description of the real property conveyed thereby.
- A ☐ (Check this block if a Modification Agreement has previously amended the Loan Agreement to change the Credit Limit and identify the latest such Modification Agreement.) The Modification Agreement dated _____, changed the Credit limit to \$ _____.
- B ☐ (Check this block if a Modification Agreement has previously amended the Loan Agreement to establish an INSTALLMENT ACCOUNT (and complete this paragraph.) The Modification Agreement dated _____, divided the indebtedness evidenced by the Loan Agreement and secured by the Mortgage into an INSTALLMENT ACCOUNT having an original principle balance of \$ _____, and a HELOC Account having a Credit Line of \$ _____.
- Borrower and Bank, desiring to modify the terms of paying the indebtedness evidenced by the Loan Agreement and secured by the Mortgage, therefore agree as set forth herein.
2. **Division of Indebtedness.** If the Loan Agreement has not previously been amended to establish separated INSTALLMENT and HELOC ACCOUNTS., then the entire indebtedness evidenced by the Loan Agreement will be divided as set forth in (a) and (b) below. If, however, separate INSTALLMENT and HELOC ACCOUNTS have already been established by amendment, then the Credit Line of the previously modified HELOC ACCOUNT will be further divided as set forth in (a) and (b) below, and the previously established INSTALLMENT ACCOUNT will continue unaffected, except as otherwise provided in Paragraph 8.
- (a) An INSTALLMENT ACCOUNT is established in the principal amount of **NINETY FIVE THOUSAND THREE HUNDRED THIRTY FIVE AND 00/100 Dollars. (\$95,335.00)**. This principal amount will equal the sum of: (1) credit advanced for any fees and charges to be financed, in the amount of \$ 250; and (2) indebtedness converted from open-end credit to closed-end credit in the amount of **\$95,335.00**.
- (b) A HELOC ACCOUNT is established with (or if established by prior modification, is further amended to have) a Credit Line as defined in the Loan Agreement in the amount of Dollars (\$ **0.00**.)
3. **Payment of Principle and Interest.** Borrower shall pay Bank the INSTALLMENT ACCOUNT balance in the principal amount of **\$95,335.00** plus interest on the unpaid principal balance at the rate of **5.75 %** per annum to maturity in **179** consecutive monthly installments of **\$791.67** each and one final installment of **\$ 791.67**. The first installment is due on **AUGUST 9, 2002**; the remaining installments are due on the same day of each month thereafter until the balance owing is fully paid. (Continued on Page 2). NOTICE: See Reverse Side (Page 2) for Additional Terms and Conditions of this Modification Agreement.

TRUTH-IN-LENDING DISCLOSURES

You, the borrower, are converting all or part of a Home Equity Line of credit into a closed-end, fixed-rate installment loan or, as identified by the Modification Agreement, you new "INSTALLMENT ACCOUNT." These disclosures relate only to this Installment Account. Disclosures relating to other aspects of your Home Equity Line of Credit were provided when you signed the earlier agreement(s).

ANNUAL
PERCENTAGE
RATE

The cost of your credit
as a yearly rate

5.75 %

FINANCE
CHARGE

The dollar amount the
credit will cost you.

\$ 47,165.86

Amount
Financed

The amount of credit
provided to you or on
your behalf.

\$ 95,335.00

Total of
Payments

The amount you will
have paid after you have
made all payments as
scheduled.

\$142,500.86

Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments are Due
180	791.67	AUGUST 9, 2002

The exact amount of final payment, finance charge, and total payments will be somewhat more or less than the amounts shown herein if payment is not received when due.

Security: The dwelling described in the Mortgage securing the Home Equity Line of Credit also secures this loan.

Assumption: Someone who buys the dwelling securing this loan cannot assume the remainder of the loan on the original loan term.

Late Charge: If payment on the installment account is late, a charge of 5% of the payment will be imposed.

Prepayment: If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of a part of the finance charge.

See the rest of this Modification Agreement and your Loan Agreement for information about nonpayment, default, and any required repayment in full before the scheduled date.

Itemization of Amount Financed:

- | | |
|---|---------------|
| 1. Amount allocated from Credit Line to Installment Account | \$95,335.00 |
| 2. Prepaid Finance Charge (Loan Processing Fee) | \$ 250.00 |
| 3. A. Recording fees | \$ _____ |
| B. Title Policy | _____ |
| C. Attorney: | _____ |
| D. Appraisal | _____ |
| E. Credit Report | _____ |
| F. Other Conversion | _____ |
| 4. Subtotal (1 + 2 + 3) | \$ 95,585.00 |
| G. Credit Life Insurance | \$ _____ |
| H. Credit A&H Insurance | \$ _____ |
| 5. Total on which Finance Fee will be assessed (4 + G + H) | \$ 95,585.00 |
| 6. Less Prepaid Finance Charge (Loan Processing Fee) | \$ 250.00 |
| 7. Amount Financed | \$ 95,335.00 |
| 8. Finance Charge: Interest \$47,165.86 | |
| Loan Processing Fee \$ 250.00 | \$ 47,165.86 |
| 9. Total of Payments | \$ 142,500.86 |

Borrower has read this AGREEMENT with Truth-in-Lending Disclosures, has received a copy consisting of 2 pages, and promises to pay according to its terms and conditions.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Agreement as of the _____ day and year first above written.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

BY: _____
TITLE: _____

BORROWER

BORROWER

STATE OF Alabama
COUNTY OF Jefferson

ACKNOWLEDGMENT OF BORROWER'S SIGNATURE

Personally appeared before me, Donald Johnson & Mildred Johnson, a Notary Public in and for said State and County, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that _____ he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 9 day of JULY, 2002

My Commission Expires: April 17, 2005

Notary Public

STATE OF Tennessee

COUNTY OF Shelby

ACKNOWLEDGMENT OF BANK OFFICER'S SIGNATURE

Before me, Erica Smith, a Notary Public in and for said State and County, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the _____ of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, the within named bargainer, a national banking association, and that he (or she) as such officer or authorized agent executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself (or herself).

Witness my hand, at office, this 10th day of July, 2002

My Commission Expires: MY COMMISSION EXPIRES AUG. 30, 2003

Notary Public

MAXIMUM PRINCIPLE INDEBTEDNESS FOR AL RECORDING TAX PURPOSES IS \$ -0-. THIS INSTRUMENT DOES NOT INCREASE THE PRINCIPLE INDEBTEDNESS OF INSTRUMENT PREVIOUSLY RECORDED FOR WHICH TAX WAS PAID.

Page 1

BANK COPY

First Tennessee LOAN-IN-A-LINE Agreement

ACKNOWLEDGMENT OF BORROWER'S SIGNATURE

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, Donald Johnson and Mildred Johnson, a Notary Public in and for said State and County, Alabama, Jefferson, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory (evidence), and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand, at office, this 9 day of July, ~~2002~~ 2005
My Commission Expires: April 17, 2005 Buna McClaram
Notary Public

Terms and Conditions (Continued)

3. (Continued) Notwithstanding the foregoing, the entire balance of the **INSTALLMENT ACCOUNT** is due and payable, if not sooner paid, not later than twenty years after the Effective Date of the Home Equity Line of Credit Agreement which established the original Line of Credit. **HELOC ACCOUNT** indebtedness shall continue to be due and payable as specified in the Loan Agreement. Any separate installment Account established by a prior Modification Agreement shall continue to be due and payable according to the terms of that agreement. The **BORROWER's** indebtedness with respect to the **HELOC ACCOUNT** or any **INSTALLMENT ACCOUNT** may be discharged only by payments directed to that specific account by number. Undesignated payments may be applied to an account of the Bank's choosing. Payments on an **INSTALLMENT ACCOUNT** shall not increase the Credit Limit of the **HELOC ACCOUNT**.
4. **FEES and CHARGES.** Borrower agrees to pay the following fees and charges, all of which Borrower acknowledges to be fair and reasonable.
 - (a) **Late Payment Fee.** (I) **HELOC ACCOUNT.** If the Borrower's Minimum Payment Due (as defined in the Loan Agreement) is not received by Bank within fifteen (15) days of the payment date shown on the Borrower's Bill (as defined in the Loan Agreement), then Bank will charge the HELOC ACCOUNT a late Fee equal to \$5 or 5% of the Minimum Payment Due, whichever is less. However, Borrower will not be required to pay a Late Fee more than once on the same late amount even if that amount remains past due for more than one billing period.
Borrower further agrees not to make any Purchases, Loans, or Cash Advances (as defined in the Loan Agreement) from the time a Late Fee is imposed until the Borrower brings the HELOC ACCOUNT current by making the Minimum Payment Due which Borrower failed to make, plus any resulting late fees.
 - (II) **INSTALLMENT ACCOUNT.** If any payments due on an **INSTALLMENT ACCOUNT** are not received by Bank within fifteen (15) days of the payment due date provided herein, then Borrower agrees to pay Bank a late fee equal 5% of the payment due.
 - (b) **Overlimit Fee.** An Overlimit Fee of \$10 will be charged for each Purchase, Loan or Cash Advance on the HELOC ACCOUNT if the resulting balance of the HELOC ACCOUNT would exceed the Borrower's Credit Limit (as defined in the Loan Agreement) whether the Purchase, Loan or Cash Advance is debited to the account or not.
 - (c) **Returned Check Fee.** A Returned check Fee of \$15 will be charged to the HELOC ACCOUNT each time a check which Borrower gives Bank as payment on the HELOC ACCOUNT is returned to the Bank unpaid or is not honored by the drawee bank.
 - (d) **Lost Card Fee.** A lost Card Fee of \$10 will be charged to the HELOC ACCOUNT each time a new account number must be assigned to the HELOC ACCOUNT, and credit card(s) or checks reissued, because such credit card(s) and/or checks were lost or stolen.
 - (e) **Research and Copy Fees.** (I) **HELOC ACCOUNT.** In the event Borrower requests copies of sales slips, loan checks, or other account documents unrelated to a billing rights request, the Bank shall add to the Borrower's Bill, as a Purchase (unless paid separately) the sum of \$15 per research hour AND \$1 per copy or a charge of \$10, whichever is greater.
(II) **INSTALLMENT ACCOUNT.** In the event Borrower requested copies of any documents with regard to the installment Account, unrelated to a billing rights request, then Borrower hereby agrees to pay Bank, on demand the sum of \$15 per research hour and \$1 per copy, or a charge of \$10, whichever is greater.
 - (f) **Fees to Reinstate Credit.** With regard to the HELOC ACCOUNT, if the Credit Limit (as defined in the Loan Agreement) is lowered or the Bank's commitment regarding Loans, Cash Advances and Purchases is terminated or suspended, and the Borrower request reinstatement, then the Bank may require, as a condition precedent to reinstatement, the payment of all of Bank's reasonable costs of any appraisal or credit report obtained by Bank.
 - (g) **Loan Processing Fee.** This fee is payable pursuant to item 2 under "Itemization of Amount Financed" on page 1 of this agreement.
 - (h) **Other Fees and charges.** Charges listed in this Agreement under "Itemization of Amount Financed" as being "Paid to Others" are due and payable to Bank upon execution of this agreement.
5. **Application of Payments.** All installment payments shall be applied first toward payment of accrued interest with any amount remaining after payment of interest being applied to reduce the principal balance of the indebtedness in the **INSTALLMENT ACCOUNT**.
6. **Right of Prepayment.** The outstanding balance of the **INSTALLMENT ACCOUNT** (including all unpaid fees and charges) may be prepaid at any time, provided that interest through the date of payment is also paid. Further, additional payments to reduce the principal balance of the **INSTALLMENT ACCOUNT** may be made on or before the due date of any installment prior to maturity.
7. **Extension of Lien.** It is expressly agreed that the lien of the Mortgage if hereby extended so that the lien of said Mortgage will not be barred by the statute of limitations until the later of: (a) ten (10) years from the date of maturity of the last installment of the indebtedness in any **INSTALLMENT ACCOUNT**, or (b) until the expiration of ten (10) years from the date upon which the HELOC ACCOUNT becomes due and payable; and the lien of said Mortgage shall remain in full and effect and unimpaired until the expiration of such entire ten (10) year period.
8. **Other Terms.** In consideration of the modification herein granted, the Borrower promises to pay the indebtedness in the respective Accounts, and the interest thereon, and to keep and perform all of the covenants, terms and conditions contained in the Mortgage Loan Agreement and in all other instruments or documents heretofore executed by the Borrower in connection with such indebtednesses. In the event of a default under the HELOC ACCOUNT or **INSTALLMENT ACCOUNT(s)**, the Bank may declare the indebtedness in the HELOC ACCOUNT and **INSTALLMENT ACCOUNT(s)** accelerated and matured for all purposes, and may proceed to foreclose the Mortgage and to exercise all other rights and remedies which it may then have. It is expressly understood and agreed that the Loan Agreement shall continue as evidence of the entire indebtedness in both (or all) Accounts until such entire indebtedness is paid, and that the lien of the Mortgage shall be in no manner whatsoever affected by the execution of this instrument except as expressly modified and extended hereby. The Loan Agreement, as modified hereby, shall remain in full force and effect and Borrower shall be permitted to borrow, repay and reborrow under the HELOC ACCOUNT in the manner, and under the terms, as are provided in the Loan Agreement, except as the same is amended hereby and (if applicable) previously amended. A release of the Mortgage shall constitute a release of this Agreement.

BANK COPY