

**THE STATE OF ALABAMA
SHELBY COUNTY**

This instrument was prepared by
Tawana Wooten, 1755 LYNNFIELD, BUILDING D-2ND FLOOR, Memphis, Tennessee 38119

Recording requested by:

FIRST HORIZON HOME LOAN CORPORATION

After recording return to:

Record & Return to:
Group9 Abstract, Inc.
W140 N8917 Lilly Road
Menomonee Falls, WI 53051

**RPORATION
D FLOOR**

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

THIS MODIFICATION AGREEMENT (this "Agreement") is made between **FIRST HORIZON HOME LOAN CORPORATION** and **Walter Frederick Klein III and Lisa Marie Klein , HUSBAND And WIFE ("Borrower")**. In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean **FIRST HORIZON HOME LOAN CORPORATION**.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated **AUGUST 11, 2005**, which is secured by a Mortgage of the same date not yet recorded in **INSTRUMENT NUMBER 200508180004267** of the Official Records of **SHELBY County** (the "Security Instrument")¹, **1732 OAK PARK LANE, HOOVER, ALABAMA 35080** (the "Property"), (collectively, the "Loan Documents"); and
Reference Schedule "A"

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

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

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of **NOVEMBER 12, 2007** (the "Effective Date"), the Line of Credit Agreement shall be 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 \$128,500.00 to \$136,300.00.

Borrower's Initials

WFK LMK

2. The Draw Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from five (5) Years to ten (10) Years, expiring on N/A.

WFK LMK

3. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be reduced from fifteen (15) Years to Ten (10) Years.

WFK LMK

4. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from fifteen (15) Years or Ten (10) Years to Twenty (20) years.

N/A

5. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from N/A to N/A.

WFK LMK

6. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from 0.75% to -.49%.

WFK LMK

7. "Your account is in the repayment period specified in the paragraph of your Home Equity Line of Credit agreement entitled "Specific Information." You have requested a modification to reopen and extend your draw period and/or your repayment period, as indicated above. Be advised that during the repayment period you were billed principal and interest, and any principal payments have been applied to reduce your outstanding principal balance. At your request we will reopen and extend your draw period, as stated above, and commencing with your next monthly statement you will be billed according to the terms of your Home Equity Line of Credit agreement for the Draw Period. By signing your initials you consent and agree."

N/A

B. MODIFICATION OF SECURITY INSTRUMENT.

1. As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$128,500.00 to \$136,300.00.

2. As of the Effective Date the Security Instrument shall be modified to revise the maturity date from N/A to N/A.

C. OTHER TERMS

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our 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. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our 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 date established herein.

WITNESS:

Sign Name:

Print Name:

Sign Name:

Print Name:

BORROWERS

Walter Frederick Klein III
Borrower **WALTER FREDERICK KLEIN III**
Date 11/12/2007

Lisa Marie Klein
Borrower **LISA MARIE KLEIN**
Date 11/12/2007

Borrower

Date

Borrower

Date

FIRST HORIZON HOME LOAN CORPORATION

By:

Name: **Lisa A. Garry**

Title: **Vice President**

Date:

11/15/07

ACKNOWLEDGMENTS²

The State of Alabama}

SHELBY County}

I (name and style of officer) hereby certify that WALTER FREDERICK HLEIN III
AND LISA MARIE HLEIN
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the
day the same bears date. Given under my hand this 12TH day of NOVEMBER, A.D. 2007.

Given under my hand this the 12TH day of NOVEMBER, 2007.

Horace D. Pritchard
(Style of Officer)

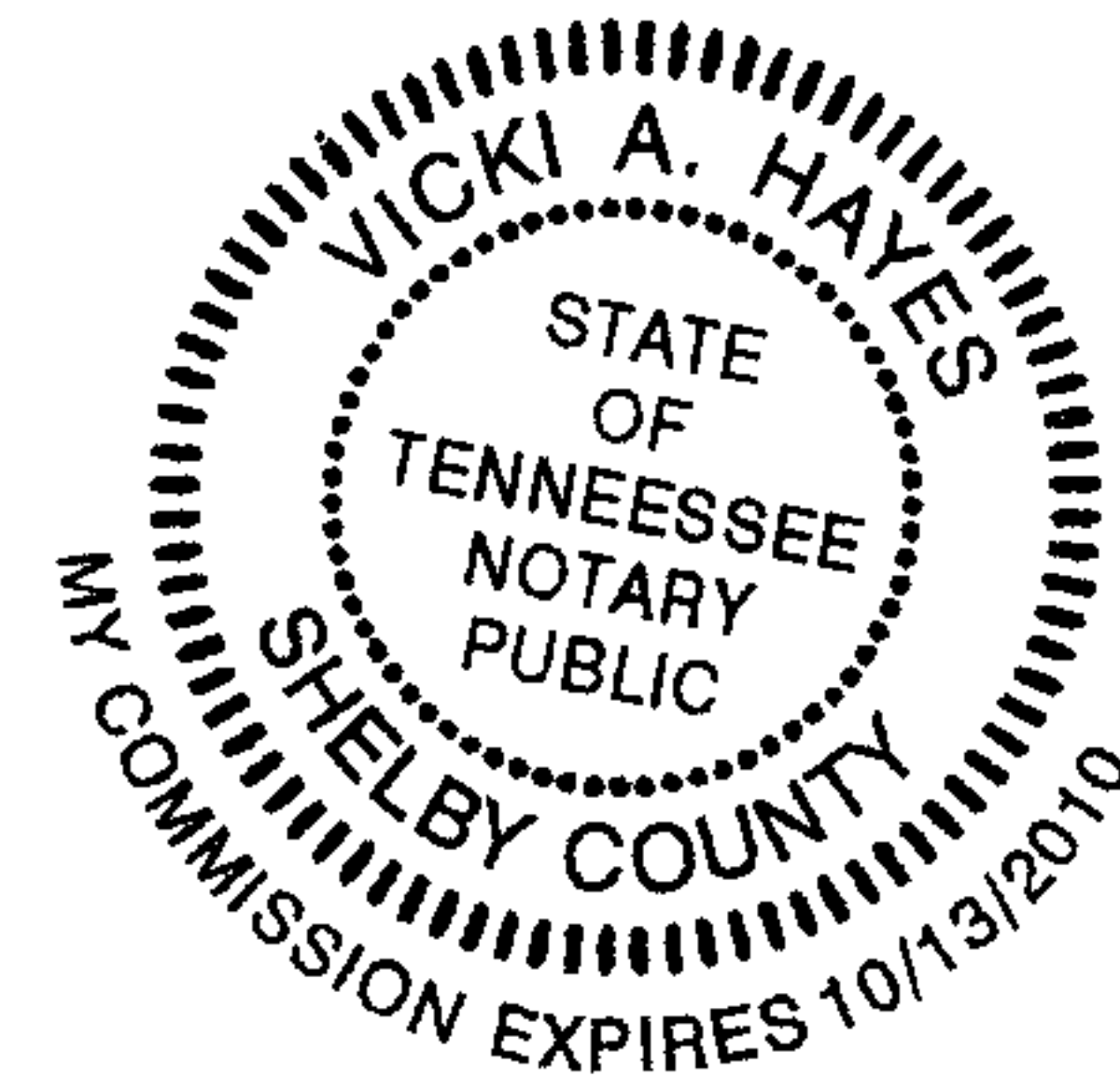
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Lisa A. Garry, 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 Vice President of FIRST HORIZON HOME LOAN CORPORATION, a corporation, and that, in his/her capacity as a Vice President of the said corporation and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Lisa A. Garry.

Witness my hand and seal, on this 15 day of November, 2007.


_____[SEAL]
Print Name: Vicki A. Hayes
Notary Public

My commission expires on 10/12/2010.



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



20071212000561520 6/6 \$37.70
Shelby Cnty Judge of Probate, AL
12/12/2007 01:34:37PM FILED/CERT

'Schedule A'

NAME(S): WALTER FREDERICK KLEIN, III AND LISA MARIE KLEIN

LONG LEGAL: LYING AND BEING LOCATED IN THE CITY OF HOOVER, COUNTY OF SHELBY, STATE OF ALABAMA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 311, ACCORDING TO THE SURVEY OF THE WOODLANDS, SECTOR 3, AS RECORDED IN MAP BOOK 33, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO WALTER FREDERICK KLEIN, III AND LISA MARIE KLEIN AND RECORDED 8/18/2005 OF RECORD AS DOCUMENT NO. 20050818000426750 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, STATE OF ALABAMA.

TAX MAP#: 126130000001142