

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

BORROWER:

JERRY DALE WALKER, JR
119 EQUESTRIAN DRIVE
ALABASTER, AL 35007

(Individually and collectively, "Borrower")

LENDER:

Renasant Bank
PARK PLACE
P.O. Box 709
Tupelo MS 38802

("Lender")

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

Inception Date: 05/21/2007

Maturity Date: 06/15/2014

Loan # 8888004602-1



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Shelby Cnty Judge of Probate, AL
06/03/2009 09:09:09 AM FILED/CERT

According to the applicable paragraph(s) as selected below, Borrower and Lender wish to: (a) modify the variable interest rate terms and conditions set forth in the HELOC to either establish a minimum ANNUAL PERCENTAGE RATE where none presently exists or make a change in the existing minimum ANNUAL PERCENTAGE RATE, the applicable change being determined by the paragraph selected below, or (b) modify the Maximum Credit Limit for the HELOC.

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.

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 05/15/2009 (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:

☐ ESTABLISHMENT OF A 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.

☐ CHANGE IN THE EXISTING MINIMUM ANNUAL PERCENTAGE RATE:

The minimum ANNUAL PERCENTAGE RATE set forth in the HELOC is changed from the existing minimum rate of _____ % per annum to a minimum rate of _____ % per annum. This change means that the ANNUAL PERCENTAGE RATE applicable to the HELOC will never decrease below the second ANNUAL PERCENTAGE RATE referenced 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 revised minimum.

☒ CHANGE IN THE MAXIMUM CREDIT LIMIT:

The Maximum Credit Limit available under the HELOC is reduced from the existing Maximum Credit Limit of \$ 45,000.00 to a Maximum Credit Limit of \$ 10,000.00. As provided in the HELOC, this reduction reduces the amount of principal that may be borrowed under the HELOC.

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. Without limitation on the foregoing, and except for the change (if any) with respect to the minimum ANNUAL PERCENTAGE RATE set forth herein, the indebtedness due under the HELOC will continue to accrue interest on the basis of the interest rate terms and conditions set forth in the HELOC. 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. The revised Maximum Credit Limit (if any) stated herein shall control the amount that may be borrowed under the HELOC notwithstanding that such deed of trust or mortgage may state that it secures a greater amount.

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.

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

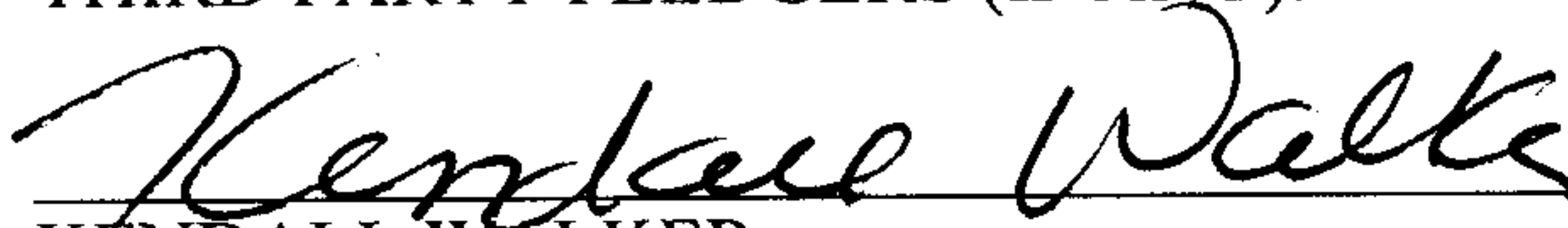
BORROWER:



JERRY DALE WALKER

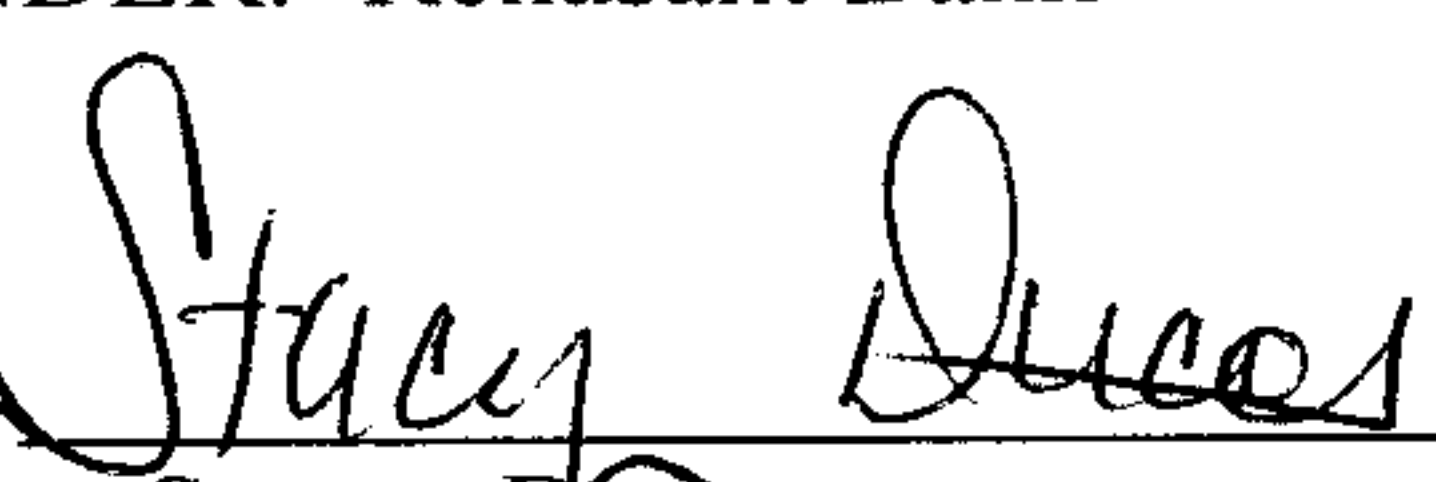

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THIRD PARTY PLEDGERS (IF ANY):



KENDALL WALKER

LENDER: Renasant Bank

BY: 

Name: Stacey Ducote
Title: Vice President