

APN: 1420-33-510-007

Recording requested by:

First Tennessee Bank National Association

DOC # 0687798
11/02/2006 09:01 AM Deputy: GB

OFFICIAL RECORD
Requested By:
FISERV LENDING SOLUTIONS

WHEN RECORDED RETURN TO:

✓ UNITED GENERAL TITLE INS
FISERV-600A JOHN RODES BLVD
MELBOURNE, FL 32934

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-1106 PG-00673 RPTT: 0.00



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

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST HORIZON HOME LOAN CORPORATION and Carole Y Kever, A Single Person ("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 March 20, 2006, which is secured by a Deed of Trust of the same date recorded in Document Number 0671158 Book 0306 at Page 11030 of the Official Records of Douglas County (the "Security Instrument")¹, covering real property located at 1321 Stephanie Way, Minden Nevada 89423 (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, this Agreement and the Security Instrument shall be governed by the provisions of NRS §§ 106.300-106.400; and

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 October 13, 2006 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

Borrower's Initials

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$ 50,000 to \$ 70,000.

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2. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from -0.21 % to -0.46 %.

B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$ 50,000 to \$ 70,000.

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: Nicholas B. Kever
Print Name: Nicholas B. Kever

BORROWER:

Carole Y Kever
Carole Y Kever
Date: 10-23-06

Melinda Ford
Melinda Ford

FIRST HORIZON HOME LOAN CORPORATION

By: Lisa A Garry
Name: Lisa A Garry
Title: Limited Vice President
Date: 10-17-06

ACKNOWLEDGEMENTS²

State of Nevada)

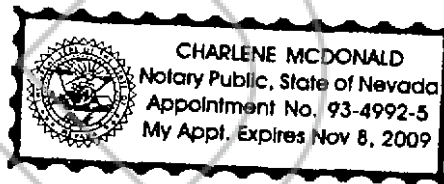
County of Douglas) ss

This instrument was acknowledged before me on October
13, 20 06, by Carole Y Kever.

(Seal, if any)

Charlene McDonald
(Notary Public)

My Commission Expires: 11-08-09



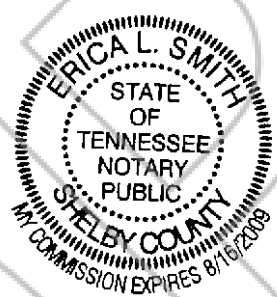
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

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 Limited Vice President of First Horizon Home Loan Corporation, a corporation, and that, in her capacity as a Limited 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 Limited Vice President.

Witness my hand and seal, on this 17th day of October, 2006

Erica L. Smith [SEAL]
Print Name: _____
Notary Public

My commission expires on 8-16-09.



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.

G300A824

SCHEDULE A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 7, BLOCK 1 OF MOUNTAIN VIEW ESTATES NO.1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON 12/01/1978, IN BOOK 1278, PAGE 69, AS DOCUMENT NO. 27818.

PROPERTY ADDRESS: 1321 STEPHANIE WAY

ASSESSOR'S PARCEL NO. 1420-33-510-007