AMENDMENT TO DEED OF TRUST BOOK 6919 PAGE 563

RE: Unit A-11

This Amendment to Deed of Trust is entered into as of the 11th day of July, 1986, by and between Freeman Webb Developers, Inc. ("Lender") and Horace U. Henley ("Borrower") with respect to that certain Deed of Trust from Laurence E. Ballantine, Jr. and Josephine J. Ballantine to Stephen C. Baker, Trustee, dated October 1, 1982, of record in Book 5951, page 993, Register's Office for Davidson County, Tennessee ("Deed of Trust") which secures an indebtedness in the original principal amount of 33,500.00 payable to Freeman Webb Developers, Inc. which indebtedness has been assumed by Borrower pursuant to an Assumption and Release Agreement, dated as of the 11th day of July, 1986.

In consideration of the modification of certain terms of the indebtedness secured by the Deed of Trust, as evidenced by that certain Note Modification Agreement of even date herewith and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The first page of the Deed of Trust is hereby amended by changing the reference to the maturity date of the Note to November 1, 2010.

2. The Deed of Trust is further amended by incorporating the Adjustable Rate Rider which is attached hereto as Exhibit A and which is incorporated herein by reference.

Witness our hands on the 11th day of July, 1986.

"BORROWER"

Horace U. Henley

FREEMAN WEBB DEVELOPERS, INC.

BY: Brenda S. Freeman

TITLE: Vice - President

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Horace U. Henley the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, in Nashville, Tn. this 11th day of July, 1986.

NOTARY PUBLIC

My Commission Expires: 10/19/86

STATE OF Tennessee
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brenda S. Freeman, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged herself to be Vice-President of Freeman Webb Developers, Inc., the within named bargainor, a corporation, and that she as such Vice-Pres., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President.

Witness my hand and seal, in Nashville, Tn. this 11th day of July, 1986.

NOTARY PUBLIC

My Commission Expires: 10/19/86

Prepared by
Sathum & Malott
212 3rd Ave N.
Nashville, Tn 37201

RE: Unit A-11

"EXHIBIT A" BOOK 6919 PAGE 563

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made by Horace U. Henley ("Borrower") as of the 11th day of July, 1986 and is incorporated into and shall be deemed to amend and supplement the Deed of Trust dated October 1, 1982, of record in Book 5951, page 993, Register's Office for Davidson County, Tennessee, (the "Security Instrument"). The Security Instrument secures a Note payable to Freeman Webb Developers, Inc. ("Lender") which has been modified by a Note Modification Agreement executed by Lender and Borrower of even date herewith.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an interest rate of 11%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The rate of interest I will pay may change on the first day of November, 1989, and on that day EVERY 12TH MONTH thereafter. Each date on which my rate of interest could change is called a "Change Date."

(B) The Index

Any changes in my rate of interest will be based on changes in the Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 YEAR as made available by the Federal Reserve Board. The most recently available Index figure as of the date 45 DAYS before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new rate of interest by adding three percentage points (3%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new rate of interest until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan as of a Change Date in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) MAXIMUM INTEREST RATE INCREASES OR DECREASES.

The interest rate which I will pay for the five loan years beginning November 1, 1989 cannot increase or decrease more than two percentage points (2%) from one loan year to the next, nor shall the yearly rate exceed sixteen and one-half percent (16½%) or be less than nine percent (9%) prior to October 31, 1994. After October 31, 1994, there will be no limit on the maximum increase or decrease in the interest rate I will pay.

(E) Effective Date of Changes

My new rate of interest will become effective on each Change Date. I will pay the new amount of my monthly payment each month

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beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

B. CHARGES; LIEN

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to the Security Instrument.
If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the

Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.
If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 15 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.
Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest is payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

F. COVENANT DELETED

Non-Uniform Covenant 20 of the Security Instrument ("Future Advances") is deleted.

G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such Loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.