RETURN TO:
INTEGRATED LOAN SERVICES, INC
1020 W. EAU GALLIE BLVD, SUITE D
MELBOURNE, FL 32935
D# 05X031L

OWNER:

RAYMOND E CARVER
EVA E CARVER
4057 MATILDA DR
NASHVILLE, TN 37207

JG

FOR RECORDER'S USE ONLY

3450 + 2300 = 5750

This Modification of Deed of Trust prepared by:

Name: , Loan Document Specialist
Company: SunTrust Bank
Address: 1945 The Exchange Suite 250
City, State, ZIP: Atlanta, GA 30339

5462537200901314

SUNTRUST

MODIFICATION OF DEED OF TRUST

Davidson County DOTMODAGR
Recvd: 03/04/03 10:22 4pgs
Fees:23.00 Taxes:34.50

20030304-0028014

00020030371331350DOTM

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $30,000.00.

THIS MODIFICATION OF DEED OF TRUST dated February 11, 2003, is made and executed between RAYMOND E CARVER, whose address is 4057 MATILDA DR, NASHVILLE, TN 37207 and EVA E CARVER, whose address is 4057 MATILDA DR, NASHVILLE, TN 37207; AS HUSBAND AND WIFE ("Grantor") and SunTrust Bank, CLSC - Tennessee, 201 Fourth Ave North, Nashville, TN 37219 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 22, 2002 (the "Deed of Trust") which has been recorded in DAVIDSON County, State of Tennessee, as follows:

APRIL 18, 2002 in Investment 20020418-0048345 in the Clerk's Office of DAVIDSON COUNTY TENNESSEE.

The maximum aggregate amount of principal to be secured at any one time is increased from $20,000.00 TWENTY THOUSAND DOLLARS AND NO/100 to $50,000.00 FIFTY THOUSAND DOLLARS AND NO/100.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DAVIDSON County, State of Tennessee:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4057 MATILDA DR, NASHVILLE, TN 37217.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

("XX" Represents applicable modifications to above referenced mortgage)

___ WHEREAS, the Agreement and Security Instrument have or are about to mature and the Borrower has requested an extension of the time for payment;

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses, with a maturity date of FEBRUARY 11, 2018. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of $ 30,000.00 THIRTY THOUSAND DOLLARS AND NO/100.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall

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constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 11, 2003.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X Raymond E. Carver (Seal)
RAYMOND E CARVER, Individually

X Eva E. Carver (Seal)
EVA E CARVER, Individually

LENDER:

X _____ (Seal)
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Personally appeared before me, Marilyn Hecht, a Notary Public in and for said State and County, **RAYMOND E CARVER**, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 11 **day of** February, 20 03.

My Commission Expires: _____

Notary Public

MARILYN HECHT NOTARY PUBLIC DAVIDSON COUNTY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Personally appeared before me, Marilyn Hecht, a Notary Public in and for said State and County, **EVA E CARVER**, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 11 **day of** February, 20 03.

My Commission Expires: _____

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Before me, Marilyn Hecht, a Notary Public in and for the State and County aforesaid, personally appeared Jeremy Bleenstein 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 AVP the within-named bargainor, a corporation, and that he or she as such AVP, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such AVP.

WITNESS my hand and seal at office, on the 11 **day of** February, 20 03.

My Commission Expires: _____

Notary Public

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SCHEDULE "A"

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

LAND LOCATED IN THE 10TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 17 OF DALEMORE SUBDIVISION, SECTION 1, AS OF RECORD IN BOOK 2900, PAGE 35, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON MONUMENT LOCATED ON THE NORTH MARGIN OF MATILDA STREET, AT THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 61 DEGREES 10' 40" EAST A DISTANCE OF 323.32 FEET TO AN IRON MONUMENT; THENCE SOUTH 51 DEGREES 14' 30" EAST A DISTANCE OF 150 FEET TO AN IRON MONUMENT; THENCE SOUTH 60 DEGREES 08' 30" WEST A DISTANCE OF 124.14 FEET TO AN IRON MONUMENT; THENCE 152.16 FEET ALONG THE NORTH MARGIN OF MATILDA STREET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO RAYMOND E. CARVER AND EVA E. CARVER, WIFE, FROM ROBERT WILLIAM SLATE AND OLA RUTH SLATE BY DEED DATED 11/14/60, AND RECORDED ON 11/15/60, IN BOOK 3159, PAGE 471, IN DAVIDSON COUNTY, TENNESSEE.

KNOWN **4057 MATILDA DRIVE**

TAX ID: **19-041.04-0-037.00**