RECORDATION REQUESTED BY:
NASHVILLE BANK AND TRUST COMPANY
4525 Harding Road, Suite 300
Nashville, TN 37205

WHEN RECORDED MAIL TO:
NASHVILLE BANK AND TRUST COMPANY
4525 Harding Road, Suite 300
Nashville, TN 37205

SEND TAX NOTICES TO:
NASHVILLE BANK AND TRUST COMPANY
4525 Harding Road, Suite 300
Nashville, TN 37205

Davidson County DOTMODAGR
Recvd: 01/23/06 12:25 4 pgs
Fees:23.00 Taxes:9.20
20060123-0008445

OWNER:
Jennifer McGugin
Daniel McGugin
106 Lincoln Court
Nashville, TN 37205

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: Linda Payne
Company: NASHVILLE BANK AND TRUST COMPANY
Address: 4525 Harding Road, Suite 300
City, State, ZIP: Nashville, TN 37205

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $8,000.00.

THIS MODIFICATION OF DEED OF TRUST dated January 5, 2006, is made and executed between between Jennifer McGugin and Daniel McGugin, whose address is 106 Lincoln Court, Nashville, TN 37205 ("Grantor") and NASHVILLE BANK AND TRUST COMPANY, whose address is 4525 Harding Road, Suite 300, Nashville, TN 37205 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 3, 2006 (the "Deed of Trust") which has been recorded in Davidson County, State of Tennessee, as follows:

Recorded 1/03/2006, Davidson County Deed of Trust, Instrument No. 20060103-0000526.

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

See the exhibit or other description document 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 106 Lincoln Court, Nashville, TN 37205.

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

The principal amount of this loan has increased from $68,000 to $76,000.

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 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 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 JANUARY 5, 2006.

GRANTOR:

X _____
Jennifer McGugin

X _____
Daniel McGugin

LENDER:

NASHVILLE BANK AND TRUST COMPANY

X _____
Bryant Tirrill, Senior Vice President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Personally appeared before me, Linda M. Payne, a Notary Public in and for said State and County, **Jennifer McGugin and Daniel McGugin**, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 10th **day of** January, 2006.

My Commission Expires: 9/30/06

Notary Public

NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
LINDA M. PAYNE
My Commission Expires
Sept. 30, 2006

LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Davidson)

Before me, Brigo Linda Payne, a Notary Public in and for the State and County aforesaid, personally appeared Bryant Tirrill 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 Senior Vice President the within-named bargainor, a corporation, and that he or she as such Senior Vice President, 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 Senior Vice President.

WITNESS my hand and seal at office, on the 16th **day of** January, 2006.

My Commission Expires: 9/30/2006

Notary Public Linda M. Payne

LINDA M. PAYNE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

LINDA M. PAYNE
My Commission Expires
Sept. 30, 2006

LASER PRO Lending, Ver. 5.28.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - TN H:\CFI\LPL\G202.FC TR-336 PR-HELOC

Legal Description - Exhibit "A"

Land in Davidson County, Tennessee, being Lots Nos. 9 and 10 of Block 1 on the Plan of the Courts of Belle Meade of record in Book 547, page 141, in the Register's Office of Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Daniel George McGugin and wife Jennifer Simmons McGugin by Warranty Deed from Mark B. Dillard and wife, Alissa Dillard dated April 22, 2005 of record in Instrument No. 20050425-0045742, Register's Office for Davidson County, TN.

Dec. 30. 2005 2:18PM CIC 6659961 No. 0612 P. 6