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Capital Bank & Trust Company
1808 West End Avenue, Suite 600
Nashville, TN 37203

This document was prepared by (name and address):
Capital Bank & Trust Company
1808 West End Avenue, Suite 600
Nashville, TN 37203

Grantor's source of title is:
Warranty Deed

Davidson County DOTMODAGR
Recvd: 03/30/07 10:57 3 pgs
Fees:17.00 Taxes:0.00
20070330-0038189

The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purpose is: $ 0.00

State of Tennessee — Space Above This Line For Recording Data

MODIFICATION OF OPEN END DEED OF TRUST

☐ This Is A Construction Mortgage Within The Meaning Of Tenn. Code Ann. § 47-9-334(h)
☐ This Is A Construction Mortgage Refinance Mortgage Within The Meaning Of Tenn. Code Ann. § 47-9-334(h)

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 03-14-2007. The parties and their addresses are:

GRANTOR: Gregory Eugene Pollard, A Married Person
1200 Divsion Street Suite 102
Nashville, TN 37203

TRUSTEE: R. Rick Hart
1820 West End Avenue
Nashville, TN 37203

LENDER: Capital Bank & Trust Company
Organized and existing under the laws of the state of Tennessee
1808 West End Avenue, Suite 600
Nashville, TN 37203

BACKGROUND. Grantor and Lender entered into a Security Instrument dated 09-23-2004 and recorded on 10-05-2004. The Security Instrument was recorded in the records of Davidson County, Tennessee at The Register of Deeds Office. The property is located in Davidson County at See Below, Nashville, TN 37209.
Described as:
2014 14th Ave N., Nashville, TN 37208
1202 Stockell Street, Nashville, TN 37207
1707 Delta Ave, Nashville, TN 37208

As more fully described therein to R. Rick Hart, Trustee of record in Instrument # 20041005-0119714 and further modified in Instrument # 20050203-0012544, Instrument#20050224-0020587 and Instrument#20060228-0023213

MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)* HEREIN CHANGING MATURITY DATE TO 03-14-2008

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $_____ ☐ which is a $_____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

OPEN END DEED OF TRUST. This Modification of Open End Deed of Trust is a modification of an **"OPEN END MORTGAGE"** as defined under Tenn. Code Ann. § 47-28-103. It secures an open-end credit agreement that matures on 03-14-2008.
(Note: the term of an open-end credit agreement may not exceed twenty (20) years from the date of its original execution.) Although the Secured Debts may be reduced to a zero balance, the Security Instrument will remain in effect until released. **Notice: Pursuant to Tenn. Code Ann. § 47-28-105, Borrower may reduce the limit on the maximum amount of total principal indebtedness to be secured under the Security Instrument.**

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR:

(Signature) Gregory Eugene Pollard (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

LENDER: Capital Bank & Trust Company

By _____
Slay Hart, Assistant Vice President

ACKNOWLEDGMENT:

STATE OF Tennessee , COUNTY OF Davidson } ss.

(Individual) Personally appeared before me, the notary named below, _____

Gregory Eugene Pollard, A Married Person ,

with whom I am personally acquainted, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 14th day of March, 2007 .

My commission expires:

(Seal) (Notary Public)

My Commission Expires 3-20-2010

C. GREY GIBSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

ACKNOWLEDGMENT:

STATE OF Tennessee , COUNTY OF Davidson } ss.

(Lender) On this 14th day of March, 2007 , before me appeared

Clay Hart ,

to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn or affirmed did say that he/she/they is/are the

Assistant Vice President (Titles)

of Capital Bank & Trust Company (Name of Business or Entity)

a(n) _____ and that (the seal affixed to the instrument is the seal of said) (no seal has been procured by said) business or entity, and that the instrument was signed and sealed, if applicable, on behalf of said business or entity by authority of its board of directors/partners/members (or other governing body), and said Assistant Vice President ,

acknowledged the instrument to be the free act and deed of said business or entity.

My commission expires:

(Seal) (Notary Public)

My Commission Expires 3-20-2010

C. GREY GIBSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Mail Tax Bills to: Gregory Eugene Pollard
1200 Divsion St Suite 102 Nashville, TN 37203

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