



NOTICE OF APPEAL

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

Judge or Division: Div. 28, Hon. Vernon E. Scoville		Case Number: 00CV228530	
Plaintiff/Respondent David E. McLean, et al.	Appellate Number:	<input type="checkbox"/>	Filing as an Indigent
	Court Reporter:	<input type="checkbox"/>	Sound Recording Equipment
Defendant/Appellant First Horizon Home Loan Corp. (f/k/a/ McGuire Mortgage Company)	Reporter's Telephone:	Number of Days of Trial:	
vs.	Date of Judgment: June 7, 2007	Date Post Trial Motion Filed: December 4, 2007	
	Date Ruled Upon: March 20, 2008	Date Notice Filed March 31, 2008	
			(Date File Stamp)

Notice of Appeal

Supreme Court of Missouri Court of Appeals: Western Eastern Southern

Notice is given that defendant First Horizon hereby appeals, pursuant to RSMo. § 512.020.5, from the circuit court's 3/20/08 order denying defendant's motion to enforce the court-approved settlement of June 7, 2007.

Appellant's Attorney(s)/Bar Number(s) Mark A. Olthoff (MO #38572)		Respondent's Attorney(s)/Bar Number(s) R. Frederick Walters (MO #25069)	
Address: Shughart Thomson & Kilroy, P.C. 120 W. 12 th Street Kansas City, MO 64105		Address: Walters Bender Strohhahn & Vaughan P.C. 1100 Main St., 2500 City Center Square Kansas City, MO 64105	
Telephone: (816) 421-3355		Telephone: (816) 421-6620	
Cross-Appellant's Names:		Cross-Respondent's Names:	
Address:		Address:	
Telephone:		Telephone:	
Brief Description of Case: Class action was settled with Court-approved settlement agreement. Appeal seeks enforcement of settlement agreement, to (1) bar claims that do not qualify for payment under the settlement agreement, and (2) require that class members with bankruptcy loans be paid according to terms of the settlement agreement.			
Date of Appeal Bond March 31, 2008	Amount of Bond: 2,000,000.00	<input checked="" type="checkbox"/> Bond Attached	
Signature of Attorney or Appellant 		Date March 31, 2008	

Notice to Appellant's Attorney

Local rules may require supplemental documents to be filed. Please refer to the applicable rule for the district in which the appeal is being filed and forward supplements as required.

Directions to Clerk

Serve a copy of the notice of appeal in a manner as prescribed by Rule 43.01 on the attorneys of record of all parties to the judgment other than those taking the appeal and on all other parties who do not have an attorney. (A copy of the notice of appeal is to be sent to the Attorney General when the appeal involves a felony.) Transmit a copy of the notice of appeal to the clerk of the Supreme Court/Court of Appeals. If a party does not have an attorney, mail the notice to the party at his/her last known address. Clerk shall then fill in the memorandum below. (See Rules 81.08(d) and 30.01 (h) and (i).) Forward the docket fee to the Department of Revenue as required by statute.

Memorandum of the Clerk

I have this day served a copy of this notice by regular mail registered mail certified mail

facsimile transmission to each of the following persons at the address stated below. If served by facsimile, include the time and date of transmission and the telephone number to which the document was transmitted

I have also transmitted a copy of the notice of appeal to the clerk of the

Supreme Court Court of Appeals, _____ District

Docket fee in the amount of _____ has been received by this clerk which will be disbursed as required by statute.

A copy of an order granting leave to appeal as indigent.

Clerk

Date

By: _____
Deputy Clerk

FORM 1. CIVIL CASE INFORMATION FORM SUPPLEMENT

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

No. WD _____

David E. McLean, et al.
Plaintiff

R. Fredrick Walters
Attorney's Name
2500 City Center Square
1100 Main St.
Street Address
Kansas City, MO 64105
City Zip Code

vs.

First Horizon Home Loan Corp.
(f/k/a/ McGuire Mortgage Company),
Defendant

Mark A. Olthoff
Attorney's Name
12 Wyandotte Plaza, 120 W. 12th St.
Street Address
Kansas City, MO 64105
City Zip Code

Date Notice filed in Circuit Court: 3/31/2008

The Record on Appeal will consist of a:

 X Legal File Only or _____ Transcript and Legal File. (This will include records filed pursuant to Rules 81.13 and 81.16)

FACTUAL BACKGROUND: On June 7, 2007, the trial court approved settlement of a class action in the above captioned case in which plaintiffs alleged that First Horizon charged improper fees on second mortgage loans. Directly contrary to the terms of the Settlement Agreement, the circuit court, confirming the findings of the special master, held that certain class members could receive payment despite failing to submit claim forms by the deadline stated in the Settlement Agreement, that First Horizon was not entitled to remove challenges to certain bankruptcy loans as defined in the Settlement Agreement to bankruptcy court despite an express provision allowing such, and that the maximum potential payment was to be made if either the borrower or bankruptcy trustee submitted a claim form despite the requirement that both file claim forms.

ISSUE(S): The circuit court's order is contrary to the Settlement Agreement in that it (1) allows class members to submit amended claim forms after the deadline, (2) finds the maximum potential payment is to be made if either the borrower or bankruptcy trustee filed a claim, (3) prevented First Horizon from taking its challenge to the bankruptcy loans as defined in the Settlement Agreement to the bankruptcy court.

**Attachment to Form 1, Civil Case Information Form Supplement for
McLean, et al. v. First Horizon Home Loan Corp.**

Factual background:

In 2000, plaintiffs initiated this lawsuit seeking damages from defendant First Horizon Home Loan Corporation (“First Horizon”), formerly known as McGuire Mortgage Company, arising out of the charging of certain allegedly-improper fees on their second mortgage loans. On June 7, 2007, the Circuit Court gave final approval to a class settlement of this action, and approved as fair and reasonable the parties’ detailed Settlement Agreement (the “Agreement”).

In order to be eligible for any payment under the Agreement, a class member must have filed a claim form on or before May 31, 2007, which claim form must have, among other things, been signed by all borrowers on the subject loan and fully completed (a “Valid Claim Form”). The Agreement permits First Horizon to challenge claims submitted by class members, to be resolved in the first instance by a Special Master, with the Court retaining the power to interpret and enforce the Agreement. Nonetheless, in the case of a loan where the borrower filed for bankruptcy after obtaining the loan (a “Bankruptcy Loan”), a party may remove a challenge to such loan from the Special Master, and pursue it before the bankruptcy court. The Agreement also provides that a class member who submits a Valid Claim Form for a Bankruptcy Loan is to receive a settlement payment of \$250, with the class member’s bankruptcy trustee to receive additional amounts if he or she also files a Valid Claim Form.

During the process of implementing the Agreement, the Special Master made two alleged interpretations of the Agreement that were inconsistent with the Agreement. First, the Special Master interpreted the Agreement as permitting certain class members who did not submit a Valid Claim Form to submit (and be paid on) amended claim forms many months after the Court ordered claim deadline. Neither the Agreement nor the Court’s order approving the Settlement

permits or provides for such a process. Second, despite First Horizon's invocation of its right to take to the bankruptcy court all issues related to Bankruptcy Loans, and the Agreement's carefully-drafted division of payments on such loans between the borrower and the bankruptcy trustee, the Special Master interpreted the Agreement as permitting him (a) to determine the apportionment of payments with respect to Bankruptcy Loans, and (b) to direct that, in the case of Bankruptcy Loans, Defendant be required to pay out more than the amount of the claim as calculated under the Agreement.

Since both of these interpretations are flatly contrary to the terms of the Agreement, on December 4, 2007, First Horizon filed a post-judgment motion with the Hon. Vernon E. Scoville III of the Circuit Court of Jackson County, seeking the Court's interpretation and enforcement of the Agreement. On March 20, 2008, the Court granted the motion and agreed it was appropriate for the Court to interpret the Agreement, but held that the Master's interpretations were "proper and consistent with the Settlement Agreement."

Issues on appeal:

(1) Whether, if a Court-approved class action settlement provides that in order to be eligible for any payment, class members must, *inter alia*, submit a claim form that meets certain requirements by a date certain, those individuals may be permitted to submit a late claim form and recover under the settlement even though they have not timely satisfied all of the preconditions to payment.

(2) Whether, if a Court-approved class action settlement provides that if a class member filed for bankruptcy he or she is to receive \$250 if he or she timely files a valid claim form, and any additional settlement payment to which that class member might otherwise have been able to claim is to be made to the borrower's bankruptcy trustee but only if the trustee

timely files a valid claim form, the entire maximum potential settlement amount for that loan is to be paid to the claimant if either the borrower or the trustee files a claim.

(3) Whether, if a Court-approved class action settlement provides a party with the right to refer to bankruptcy court all disputes arising out of claims submitted by class members who filed for bankruptcy after obtaining their loans, and a party timely invokes such right, a special master appointed under the settlement to resolve disputes concerning loans where the borrower did not file for bankruptcy has jurisdiction to determine how settlement payments are to be made for the loans that are subject to the bankruptcy court referral.

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

DAVID C. MCLEAN, et al.,)	
)	
Plaintiffs,)	
)	Case No. 00CV228530
vs.)	
)	Division 28
)	
FIRST HORIZON HOME LOAN CORPORATION (f/k/a McGUIRE MORTGAGE COMPANY),)	
)	
Defendant.)	

ORDER

Now on this 20 day of March, 2008, Defendant First Horizon Loan Corporation's Motion for Court Interpretation of Settlement Agreement and Enforcement of Judgment comes before the Court for consideration.

The Court having been duly advised in the premises, having heard argument from counsel and having reviewed the parties' respective briefs, rules as follows.

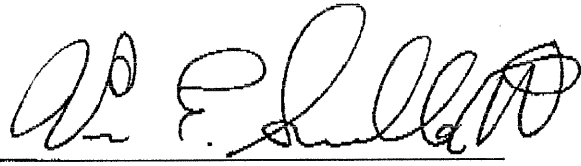
This Court makes the following findings:

1. The Special Master's ruling permitting Class Members to submit amended claim forms was proper and consistent with the Settlement Agreement;
2. The Special Master's ruling requiring First Horizon to pay the entire Settlement Benefit for timely filed claims involving Bankruptcy Loans was proper and consistent with the Settlement Agreement.

Accordingly the Court hereby ORDERS, ADJUDGES and DECREES that Defendant First Horizon Loan Corporation's Motion for Court Interpretation of Settlement Agreement and Enforcement of Judgment is GRANTED with the Court's interpretation being listed above in paragraphs (1) and (2).

20 MAR 08

Date

A handwritten signature in black ink, appearing to be "A. F. ...", written over a horizontal line.

Judge

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on March 21, 2008, a true and correct copy of the above was:

- placed in the United States mail, first class, postage prepaid and addressed as follows:
- faxed as follows:
- hand delivered as follows:

Fred Walters
 David Skeens
 2500 City Center Square
 1100 Main Street
 P.O. Box 26188
 Kansas City, MO 64196

Richard Martin
 Desarae Harrah
 1044 Main Street
 900 Peck's Plaza
 Kansas City, MO 64104

R. Lawrence Ward
 Mark Olthoff
 1700 Twelve Wyandotte Plaza
 120 W. 12th Street
 Kansas City, MO 64105

Thomas Hefferon
 Adam Chud
 901 New York Avenue, N.W.
 Washington, DC 20001



Elizabeth Walker
 Judicial Law Clerk, Division 28

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

DAVID C. McLEAN, ET AL.,)
)
Plaintiffs,)
)
v.)
)
FIRST HORIZON HOME LOAN)
CORPORATION (f/k/a McGUIRE)
MORTGAGE COMPANY),)
)
Defendant.)

Case No. 00 CV 228530
Div. No. 28

FINAL ORDER AND JUDGMENT

Upon review and consideration of the Settlement Agreement filed February 15, 2007 (the "Agreement"), the Fairness Hearing held on June 7, 2007, Plaintiff's Motion for Final Approval of Class Action Settlement, Plaintiffs' Application for Award of Attorneys' Fees and Litigation Costs and Expenses, Plaintiffs' Application for Incentive Awards to Plaintiffs and Specified Class Members, the memoranda and arguments of counsel, and the entire record in this Action, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Court has been informed that, on May 31, 2007, defendant First Horizon Home Loan Corporation (f/k/a McGuire Mortgage Company) merged with and into First Tennessee Bank National Association, with First Tennessee Bank National Association as the surviving entity. First Horizon now conducts business under the legal name of First Horizon Home Loans, a division of First Tennessee Bank National Association. First Tennessee Bank National Association is therefore substituted as the defendant in this lawsuit. The Parties agree, and the Court orders, that where the Settlement Agreement and the Releases use the term "First Horizon" that term shall include and be read to mean First Tennessee Bank National Association

as well as First Horizon Home Loan Corporation.

2. Plaintiffs' Motion for Final Approval of Class Action Settlement is granted. Pursuant to Mo. R. Civ. P. 52.08, the Settlement of this Action, as embodied in the terms of the Settlement Agreement filed February 15, 2007, is hereby finally approved as a fair, reasonable, and adequate settlement of this case in light of the factual, legal, practical, and procedural considerations raised by this case. The Settlement Agreement is incorporated by reference into this Order and Judgment ("Order") (with capitalized terms as set forth in the Settlement Agreement, unless otherwise defined herein) ^{and} ~~is~~ is hereby adopted as an order of this Court. The terms of the Settlement are hereby given final and complete effect.

3. Solely for the purpose of the Settlement and pursuant to Mo. R. Civ. P. 52.08, the Court hereby finally certifies the following Class:

All persons who --

- (a) obtained a second mortgage loan secured by a Deed of Trust on Missouri real property from McGuire Mortgage Company or from First Horizon's McGuire Mortgage Division on or after November 16, 1994 through and including April 13, 2005, whose loan was at an interest rate greater than the rate under R.S. Mo. § 408.030 at the time of the loan and whose loan included one or more of the Subject Fees, or
- (b) previously was mailed notice of the class certification in the Action.

For purposes of determining membership in the Class, the "Subject Fees" means a fee that was disclosed by McGuire or First Horizon on the Obligor's HUD-1 or HUD-1A Settlement Statements to be: (i) origination fees in excess of the statutory origination fee cap set forth by § 408.233.1 R.S. Mo. in effect on the date that the Loan closed (which was 2% of the loan amount on and before August 28, 1998, and 5% of the loan amount thereafter), (ii) loan discount fees, (iii) tax service fees, (iv) underwriting fees, (v) processing fees, (vi) document preparation fees payable to McGuire or First Horizon, (vii) direct or indirect mortgage broker fees, (viii) express mail fees, (ix) flood certification fees, (x) payoff/delivery fees, (xi) verification of mortgage fees, and/or (xii) wire fees.

The Class does not include any individual who exercised his or her exclusion rights after receiving the initial notice that a class had been certified in the Action.

A list of Class Members known to the Parties or to the Settlement Administrator is attached as Exhibit A, which also contains a list of those persons who assert that they are Class Members.

4. The Court finds that notice previously given to Class Members in this Action was the best notice practicable under the circumstances and satisfies the requirements of due process and Mo. R. Civ. P. 52.08.

5. The Court appoints Representative Plaintiffs David C. and Holly F. McLean and Roger K. and Eugenia M. Jones as Representative Plaintiffs for the Class and finds that they meet the requirements of Mo. R. Civ. P. 52.08.

6. The Court appoints the following lawyers as counsel to the Class, and finds that these counsel meet the requirements of Mo. R. Civ. P. 52.08:

R. Frederick Walters, Esq.
J. Michael Vaughan, Esq.
Kip D. Richards, Esq.
David M. Skeens, Esq.
Garrett M. Hodes, Esq.
Walters Bender Strohbehn & Vaughan, PC
2500 City Center Square
1100 Main Street
P.O. Box 26188
Kansas City, MO 64196

7. The Court further finds, in light of the current posture of this case, and the certification of this Class as a Settlement Class, that, as to the Class:

(a) The above described Class is so numerous that the joinder of all members is impracticable.

(b) There are questions of law or fact common to the Class.

(c) The claims of the Representative Plaintiffs are typical of the claims of the Class.

(d) The Representative Plaintiffs and their counsel will fairly and adequately protect the interests of the Class.

The Court further finds:

(a) That the questions of law or fact common to the members of the Class, and which are relevant for settlement purposes, predominate over the questions affecting only individual members; and

(b) That certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court also finds that all other requirements of statute, rule and constitutional principles necessary to effectuate the Settlement have been met and satisfied.

9. After due consideration of Representative Plaintiffs' and the Class' likelihood of success at trial; the range of Representative Plaintiffs' possible recovery; the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense and duration of the litigation; the absence of timely opposition to the Settlement; and the state of proceedings at which the Settlement was achieved; the absence of timely objections; all written submissions, affidavits, and arguments of counsel; and after notice and a hearing, this Court finds that the Settlement is fair, adequate and reasonable. In particular, in accordance with this Court's prior opinions, it is clear that the financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, the Settlement Agreement and the Settlement should be and is approved as a full and final settlement of the Action, of all matters within the scope of the Releases, of all matters

relating to or concerning attorneys' fees and attorneys' expenses, incentive awards, and of all other matters settled and resolved in the Settlement Agreement. The Settlement Agreement shall govern all issues regarding the Settlement and the Action and shall govern and compromise all rights of the Parties, including the Class Members, of others addressed in the Agreement, and of all persons and entities who claim or could claim a right to attorneys' fees and/or expenses in connection with the Action and the Settlement, including but not limited to Class Counsel and Plaintiffs' Counsel.

10. No Class Member has attempted to exclude himself or herself from the Class on a timely basis and so there are no Successful Opt-Outs as defined under the Settlement Agreement, and Class Member John Tran's Motion to File "Opt-Out" Notice Out of Time is denied. No one shall be treated as having excluded himself or herself from the Settlement. Each Class Member shall be bound by the Settlement Agreement, including the Releases and covenants not to sue in the Settlement Agreement and this Order. The Releases in the Settlement Agreement are attached as Exhibit B to this Order, and are hereby incorporated by reference and become part of the final judgment in this action. Each and every Class Member, including but not limited to those persons who are Class Members who are listed on Exhibit A, is deemed to release and forever discharge First Tennessee Bank National Association, First Horizon and all Released Persons (as defined in the Settlement Agreement) from all matters within the Releases, and such Releases shall operate as res judicata as to such matters.

11. The Court grants Plaintiffs' Application for Award of Attorneys' Fees and Litigation Costs and Expenses. Class Counsel is awarded the sums of (i) \$ 12 million, for attorneys' fees, and (ii) \$ 300,000 for costs and expenses, all in connection with the Action. From these amounts, and not in addition to these amounts, shall be paid any sums

earned or owed to Plaintiffs' Counsel or agreed by Class Counsel to be paid to Plaintiffs' Counsel. In making these awards, the Court has considered and hereby adopts and incorporates Plaintiffs' Application for Award of Attorneys' Fees and Litigation Costs and Expenses, and the extensive record in this case, and finds as follows:

(a) The time and labor required to obtain this settlement was extensive. More than 23,000 hours of work were required by Class Counsel and persons working for them from January 2001 to the present. This work included, among other things, the substantial efforts of Class Counsel to identify and obtain loan information for each of the Class Members and to obtain and confirm the accuracy of the additional data necessary to prove First Horizon's liability to each Class Member and each Class Member's individual damages, discovery and deposition practice, extensive motion practice on complex legal issues necessitating a Special Master, preparation of damages methodologies and liability compendiums, class management, claims and related assistance to the Class Members, and maintaining this matter as a class action.

(b) The legal issues in this case were complex, novel and difficult. Prior to the inception of this action, the Missouri Second Mortgage Loans Act had not been litigated and there was no precedent on the majority of legal issues that arose in this lawsuit.

(c) The skill required of Class Counsel was unusually high in this case. Both the substantive and procedural aspects of this case were far more complex than usual.

(d) Because of the volume of work required on this matter, Class Counsel was effectively precluded from taking on other matters and was forced to dedicate extensive resources to the matter. In addition, given the volume of work and the risks engendered by this type of litigation, this lawsuit was undesirable to other attorneys. Few law firms would have been willing to proceed against First Horizon on these claims.

(e) A 33⅓% contingency fee comports with the customary fee charged by plaintiffs' lawyers in similar situations and reflects the market rate of Class Counsel at the inception of the litigation. This 33⅓% contingency fee is well within the average recovery from recent class action settlements.

(f) The results obtained for the Class were exceptional in light of the risks posed by the Class Members' damages claims and the Court's rulings on certain of First Horizon's defenses. For those Class members' whose claims were not preempted by federal law, Class Counsel recovered an average of 77-78% of the allegedly unlawful fees and past interest paid, and for those Class members whose claims the Court would have likely determined to be preempted given the Court's prior rulings, an average of 6% of their allegedly unlawful fees and past paid interest was recovered.

(g) The fee in this case was contingent. Class Counsel would have received no fee had they not been successful. In addition, Class Counsel risked large amounts of expenses and advances on the successful outcome of this matter. There were substantial risks to Class Counsel in the prosecution of this matter.

(h) Class Counsel's experience, reputation and ability played a large factor in obtaining the class settlement. Less experienced or able counsel would have likely achieved a lesser result or perhaps no result at all. In addition, First Horizon was at all times represented by very skilled and experienced defense attorneys of national reputation.

(i) No member of the Class has objected to any aspect of the settlement and no members of the Class have timely opted out or excluded themselves from the Class. The reaction of the Class to the Settlement has been favorable to say the least.

(k) The attorneys' fees sought are also reasonable by a lodestar cross check as

is apparent from the Motion and Suggestions in Support in that the multiplier accounts for the significant risk of non-recovery and the various considerations set forth above.

(l) The litigation costs and expenses are reasonable and equitable for a matter of this complexity and duration. In fact the Court notes the actual expenses and advances incurred substantially exceed the amount sought.

12. The Court grants Plaintiffs' Application for Incentive Awards to Plaintiffs and Specified Class Members and awards the following: (a) incentive awards in the amount of \$12,000.00 to be paid jointly to David and Holly McLean and \$12,000.00 to be paid jointly to Roger K. and Eugenia M. Jones; and (b) incentive awards in the amount of \$1,000.00 each to be paid by separate check to each of the following individuals, who were deposed in the action as members of the Class: William Doll, Jr., Daniel Gallaher, Brian Hydar, Edward Perry, James Russell, Michael L. Reynolds, Jr., James W. Russell, and Dale Taddiken. In making these awards the Court adopts and incorporates the reasoning set forth in Plaintiffs' Application for Incentive Awards to Plaintiffs and Specified Class Members.

13. In accordance with the Settlement Agreement, and to effectuate the Settlement, the Parties, including the Class Members, and the Settlement Administrator are directed to take such actions and perform such duties as are required by the Settlement Agreement. Without limiting the foregoing, within the time period provided by the Settlement Agreement, and as further directed and conditioned in the Settlement Agreement:

(a) First Horizon and/or First Tennessee Bank National Association shall cause the Settlement Benefit to be disbursed to qualified Class Members who submitted a Valid Claim Form in the amounts determined in accordance with and as otherwise conditioned or limited by the Settlement Agreement or the result of any challenge;

(b) First Horizon and/or First Tennessee Bank National Association shall pay the amounts awarded by this Order for attorneys' fees, costs, expenses, and incentive awards in accordance with and as otherwise conditioned or limited by the Settlement Agreement. The maximum liability of First Horizon and/or First Tennessee Bank National Association for attorneys' fees in connection with the Action shall be fixed at the amount in this Order and the maximum liability of First Horizon and/or First Tennessee Bank National Association for reimbursement of attorneys' costs and expenses in connection with the Action shall be fixed at the amount in this Order.

(c) The Settlement Administrator, consistent with the terms and deadlines established in the Settlement Agreement, shall prepare the reports and calculations, make any payments, adjustments, or remittances required, and otherwise comply with its respective obligations under the Settlement Agreement.

14. This lawsuit, and all claims and causes of action in this Action and all claims or rights within the scope of the Releases, are hereby dismissed on the merits and with prejudice, and judgment is hereby entered in favor of defendant. Each party shall bear their own costs and attorneys' fees, except as provided in the Settlement Agreement.

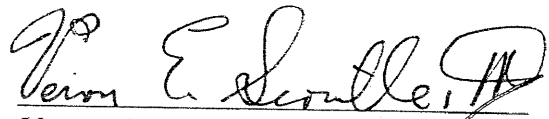
15. Representatives Plaintiffs, Class Counsel, Plaintiffs' Counsel, and each and every Class Member are hereby permanently enjoined from bringing, joining, assisting in, or continuing to prosecute against First Tennessee Bank National Association, First Horizon or against any Released Person (as defined in the Settlement Agreement) any claim that was brought in or right that was encompassed within this Action, any claim or right within the scope of the Settlement or Releases, and any claim or right for which a release or covenant not to sue is given under the Settlement Agreement. There shall be no bond required for this injunctive

remedy.

16. This Court hereby retains exclusive jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of the Settlement and of the Settlement Agreement, including any matters concerning the enforcement of the injunction set forth in paragraph 15.

17. The Court further retains jurisdiction to enforce this Order.

Dated: 7 June 07


Vernon E. Scoville, III
Associate Circuit Court Judge

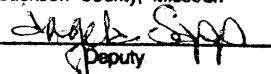
CERTIFIED COPY

I certify that the foregoing is a full, true, and complete copy of the original on file in my office and of which I am legal custodian.

Teresa L. York

Court Administrator

Circuit Court of Jackson County, Missouri

6-7-07 By 
Date Deputy

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

DAVID C. McLEAN, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 00 CV 228530
)	
FIRST HORIZON HOME LOAN CORPORATION (f/k/a McGuire Mortgage Company),)	Division 28
)	
Defendant.)	

APPEAL BOND


Know all men by these presents that we, First Horizon Home Loans, a division of First Tennessee Bank National Association, as principal, and First Tennessee Bank National Association, as surety, are held firmly bound, in an account titled First Tennessee Bank National Association–McLean Appeal Bond, unto plaintiffs in the sum of Two Million Dollars (\$2,000,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

The condition of the above obligation is such that whereas plaintiffs have in the Circuit Court of Jackson County, Missouri, in the above-entitled cause obtained a judgment in settlement of a class action against appellant First Horizon Home Loan Corporation (n/k/a First Horizon Home Loans), and whereas First Horizon Home Loan Corporation has appealed the trial court’s special order of March 20, 2008 following the judgment.

NOW, THEREFORE, if First Horizon Home Loan Corporation (n/k/a First Horizon Home Loans) shall satisfy the judgment discussed above in full together with cost, interest and damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed, and shall satisfy in full such modification of the judgment and such costs, interest and damages as the

appellant court may adjudge and award, or if the judgment be set aside, then this obligation shall be void; otherwise, to remain in full force and effect.

Executed this 31st day of March, 2008.



First Horizon Home Loans – Principal

First Tennessee Bank National Association, Surety

Approved this 31st day of March, 2008.

CIRCUIT COURT JUDGE

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

DAVID C. McLEAN, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 00 CV 228530
)	
FIRST HORIZON HOME LOAN)	Division 28
CORPORATION (f/k/a McGuire Mortgage)	
Company),)	
)	
Defendant.)	

APPEAL BOND

Know all men by these presents that we, First Horizon Home Loans, a division of First Tennessee Bank National Association, as principal, and First Tennessee Bank National Association, as surety, are held firmly bound, in an account titled First Tennessee Bank National Association–McLean Appeal Bond, unto plaintiffs in the sum of Two Million Dollars (\$2,000,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

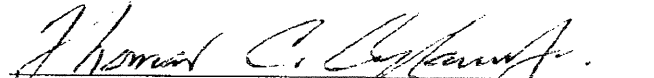
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appellant court may adjudge and award, or if the judgment be set aside, then this obligation shall be void; otherwise, to remain in full force and effect.

Executed this 31st day of March, 2008.

First Horizon Home Loans – Principal


First Tennessee Bank National Association, Surety

Approved this 31st day of March, 2008.

CIRCUIT COURT JUDGE