

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 23, 2009**

**Tree.com, Inc.**

(Exact name of registrant as specified in charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-34063**  
(Commission  
File Number)

**26-2414818**  
(IRS Employer  
Identification No.)

**11115 Rushmore Drive, Charlotte, NC**  
(Address of principal executive offices)

**28277**  
(Zip Code)

Registrant's telephone number, including area code: **(704) 541-5351**

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01.      *Entry into a Material Definitive Agreement.***

On February 23, 2009, the Registrant, through its subsidiary Home Loan Center, Inc. ("HLC"), mutually agreed with Countrywide Bank, FSB to extend the term of its \$50 million committed line of credit to April 30, 2009. Both parties continue to work on a one-year extension of the committed facility.

**Item 9.01.      *Financial Statements and Exhibits.***

**(d) Exhibit.**

Exhibit Number	Description
10.1	Amendment No. 1 to Master Repurchase Agreement made and entered into as of February 23, 2009 by and between the Warehouse Lending Division of Countrywide Bank, FSB and Home Loan Center, Inc.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: February 27, 2009

**TREE.COM, INC.**

By: \_\_\_\_\_ /S/ MATTHEW A. PACKEY

**EXHIBIT INDEX**

<b>Exhibit</b>	<b>Description</b>
10.1	Amendment No. 1 to Master Repurchase Agreement made and entered into as of February 23, 2009 by and between the Warehouse Lending Division of Countrywide Bank, FSB and Home Loan Center, Inc.

**AMENDMENT NO. 1 TO  
MASTER REPURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 (the "Amendment") is made and entered into as of February 23, 2009 by and between the Warehouse Lending Division of Countrywide Bank, FSB ("Buyer") and Home Loan Center, Inc. ("Seller"). This Amendment amends and clarifies that certain Master Repurchase Agreement between Buyer and Seller dated January 25, 2008 (as may be amended from time to time, the "Repurchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Repurchase Agreement.

RECITALS

Pursuant to the Repurchase Agreement, Buyer and Seller have agreed to engage in Transactions whereby Seller may, from time to time, sell to Buyer certain residential Mortgage Loans (including the servicing rights related thereto) and/or other mortgage related assets and interests, against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to sell to Seller such Purchased Assets at a date certain or on demand, against the transfer of funds by Seller. Buyer and Seller hereby agree that the Repurchase Agreement shall be amended as provided herein.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Section 10.9 - Payment of Dividends and Retirement of Stock.** Buyer and Seller agree that Section 10.9 shall be deleted in its entirety and replaced with the following:  
  
 "10.9 **Payment of Dividends and Retirement of Stock.** Seller shall not, without the prior written consent of Buyer, (a) declare or pay any dividends upon its shares of stock now or hereafter outstanding, except dividends payable in the capital stock of Seller, or make any distribution of assets to its shareholders, whether in cash, property or securities, or (b) acquire, purchase, redeem or retire shares of its capital stock now or hereafter outstanding for value; with the exception that Seller may make distributions to Seller's parent company Lending Tree, LLC so long as such distributions are in the normal course of Seller's mortgage banking business operations."
2. **No Other Amendments.** Other than as expressly clarified, modified and amended herein, the Repurchase Agreement shall remain in full force and effect and nothing herein shall affect the rights, remedies and obligations of the parties as provided under the Repurchase Agreement.
3. **Capitalized Terms.** Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.
4. **Facsimiles.** Facsimile signatures shall be deemed valid and binding to the same extent as the original.

IN WITNESS WHEREOF, Buyer and Seller have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first written above.

**COUNTRYWIDE BANK, FSB**

**HOME LOAN  
CENTER, INC.**

By: /s/ BLAIR F. KENNY

By: /s/ Rian  
Furey

Name: \_\_\_\_\_ BLAIR F. KENNY

Name: Rian  
Furey

Title: \_\_\_\_\_ EVP, CHIEF OPERATIONS OFFICER  
COUNTRYWIDE BANK, FSB

Title: Senior  
Vice  
President