

**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): **September 30, 2011**

**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))

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

As described in Item 2.03 below, on September 30, 2011, Tree.com, Inc. (the "Company"), through its subsidiary Home Loan Center, Inc. ("HLC") entered into an amendment to its existing warehouse line of credit with Bank of America, N.A. ("Bank of America"). The information set forth below under Item 2.03 is incorporated by reference into this Item 1.01.

**Item 2.03.      *Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.***

On September 30, 2011, HLC entered into an amendment to its existing warehouse line of credit with Bank of America. The amendment extends the existing Transaction Terms Letter through the earlier of (a) the closing of the sale of substantially all of the operating assets of HLC to Discover Bank and (b) November 1, 2011. A copy of Amendment No. 3 to the Transaction Terms Letter for the facility is attached as Exhibit 10.1 and is incorporated by reference herein. The foregoing description of Amendment No. 3 to the Transaction Terms Letter for the facility is qualified in its entirety by reference to the full text of such exhibit.

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

Exhibit Number	Exhibit Description
10.1	Amendment No. 3 to Transaction Terms Letter dated as of September 30, 2011, which supplements that certain Master Repurchase Agreement dated as of May 1, 2009 by and between Home Loan Center, Inc. and Bank of America, N.A.

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**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.

**TREE.COM, INC.**

By: /s/ Christopher R. Hayek  
Christopher R. Hayek  
Senior Vice President and Chief Accounting Officer

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**EXHIBIT INDEX**

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**Bank of America  Home Loans**

**AMENDMENT NO. 3 TO  
TRANSACTIONS TERMS LETTER**

This AMENDMENT NO. 3 TO TRANSACTIONS TERMS LETTER (the "Amendment") is made and entered into as of September 30, 2011 by and between Bank of America, N.A. ("Buyer") and Home Loan Center, Inc. ("Seller"). This Amendment amends that certain Transactions Terms Letter by and between Buyer and Seller dated as of June 30, 2010 (the "Transactions Terms Letter"), which supplements that certain Master Repurchase Agreement by and between Buyer and Seller dated as of May 1, 2009 (as may be amended from time to time, the "Agreement").

RECITALS

Buyer and Seller have previously entered into the Transactions Terms Letter and Agreement pursuant to which Buyer may, from time to time, purchase certain mortgage loans from Seller and Seller agrees to sell certain mortgage loans to Buyer under a master repurchase facility. Buyer and Seller hereby agree that the Transactions Terms Letter 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. **Expiration Date.** Buyer and Seller agree that the Expiration Date set forth within the Transactions Terms Letter shall be deleted in its entirety and replaced with the following:  
  

"Expiration Date:	The earlier of (i) the Closing Date, as defined in Section 4.1 of that certain Asset Purchase Agreement by and among Tree.com, Inc, Home Loan Center, Inc., LendingTree, LLC and HLC Escrow, Inc. and Discover Bank, dated May 12, 2011, or (ii) November 1, 2011 (the "Extension"), at which time the Agreement will expire. Notwithstanding anything to the contrary in the Agreement, following the expiration date of such Extension, all indebtedness due Buyer under the Principal Agreements shall be immediately due and payable without notice to Seller and without presentment, demand, protest, notice of protest or dishonor, all of which are hereby expressly waived by Seller."
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2. **No Other Amendments; Conflicts with Previous Amendments.** Other than as expressly modified and amended herein, the Transactions Terms Letter shall remain in full force and effect and nothing herein shall affect the rights and remedies of Buyer as provided under the Transactions Terms Letter and Agreement. To the extent any amendments to the Transactions Terms Letter contained herein conflict with any previous amendments to the Transactions Terms Letter, the amendments contained herein shall control.
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.

(Signature page to follow)

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. Buyer shall have no obligation to honor the terms and conditions of this Amendment if Seller fails to fully execute and return this document to Buyer within thirty (30) days after the date hereof.

BANK OF AMERICA, N.A.

HOME LOAN CENTER, INC.

By: /s/ Blair Kenny

By: /s/ Sue Tyner

Name: Blair Kenny

Name: Sue Tyner

Title: Senior Vice President

Title: Senior Vice President, Accounting