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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

BK 960 PG 640
W.E. DAVIS CH. CLK.

This Loan Modification Agreement ("Agreement"), made this 3RD day of NOVEMBER, 1997, between CLINTON E. YOUNG AND RACHEL B. YOUNG, husband and wife, (Borrower), and BancOklahoma Mortgage Corp, Assignee beneficiary ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), between CLINTON E. YOUNG and RACHEL B. YOUNG, the Trustee, Delta Title Company and original beneficiary, Boatmen's National Mortgage, Inc., its successors and or assigns, dated MAY 29, 1996 and recorded in Book or Liber 833 at page(s) 227 of the REGISTRAR'S OFFICE Records of DESOTO COUNTY, MISSISSIPPI, and (2) the Note bearing the same date as, and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 6220 MORGAN DRIVE, OLIVE BRANCH, MISSISSIPPI 38654 the real property described being set forth as follows:

LOT 36, SOUTH MANOR ESTATES NORTH SUBDIVISION, SECTION "G", SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 51, PAGE 19, IN THE OFFICE OF THE CHANCERY CLERK IN DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of NOVEMBER 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$154185.26 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.000% from NOVEMBER 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$1145.14 beginning on the 1st day of DECEMBER, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JUNE 1, 2026, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. BOX 21368, TULSA, OK 74121-1368 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its Option, require immediate payment in full of all sums by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above.

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

 **BANCOKLAHOMA MORTGAGE CORP.**
By: *Barry L. Bell*
BARRY L. BELL
SENIOR VICE PRESIDENT

Clinton E. Young
CLINTON E. YOUNG (Borrower)
Rachel B. Young
RACHEL B. YOUNG (Borrower)

-----Space Below This Line For Acknowledgments-----

CORPORATION ACKNOWLEDGMENT

The STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public in and for said County and State; on this day personally appeared, **BARRY L. BELL** known to me to be the person and officer whose name is subscribed to the following instrument and acknowledged to me that the same was the act of the said BancOklahoma Mortgage Corp. a corporation, and that (s)he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th day of November A.D. 19 97

Bonnie L. Mess
Notary Public in and for Tulsa County, Oklahoma

 My Commission expires:
June 7, 2001

State of TN

County of Shelby

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the 2nd day of December, 1997, personally known to me to be the identical person(s) who signed the foregoing instrument and acknowledge to me that Clinton E. and Rachel B. Young signed the same as their free and voluntary and deed for the uses and purposes set forth in this instrument.

Signed the 2nd day of December, 1997.

Ronda H. Kukpatuck
Notary Public

My Commission expires: My Commission Expires March 14, 2001

