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BK 971 PG 380  
W.E. DAVIS CH. CLK.

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**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of February, 1998, between **Robert A. Cox and Carol A. Cox, husband and wife, ("Borrower")** and **Bank of Oklahoma, N.A. formerly known as BancOklahoma Mortgage Corp. ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), between **Robert A. Cox and Carol A. Cox, the trustee, Delta Title Company, and the original beneficiary, Boatmen's National Mortgage, Inc. dated March 29, 1996 and recorded in Book or Liber 821 at page(s) 331 and re-recorded in Book 823 at page(s) 750 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 1555 Stonehedge Drive, Southhaven, Mississippi 38652 the real property described being set forth as follows:**

**Lot 41, Stonehedge Subdivision, Section 32, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 24, Pages 28-32 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.**

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 **February, 1998**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$131,261.40** 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 **7.750%** from **February 1, 1998**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **956.27** beginning on the **1st** day of **March, 1998**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 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 the 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 provision thereof, as amended by this Agreement.

BANK OF OKLAHOMA, N.A. (Seal)



Robert A. Cox  
ROBERT A. COX (Borrower)

By: Barry L. Bell  
BARRY L. BELL  
SENIOR VICE PRESIDENT

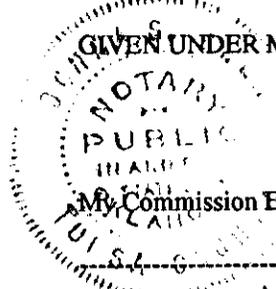
Carol A. Cox  
CAROL A. COX (Borrower)

-----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 foregoing instrument and acknowledged to me that the same was the act of the said Bank of Oklahoma, N.A., a corporation, and the (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 2<sup>nd</sup> day of Feb, A.D. 1998.

Anna L. Olson  
Notary Public in and for Tulsa County, Oklahoma

My Commission Expires: 9-15-99

State of Mississippi  
County of DeSoto

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the 7 day of February, 1998, personally known to me to be the identical person(s) who signed the foregoing instrument and acknowledge to me that Robert A. Cox and Carol A. Cox signed the same as their free and voluntary and deed for the uses and purposes set forth in the instrument.

Signed the 7 day of February 1998.  
Melissa K. York  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JANUARY 8, 2002

