

STATE MS.-DESOTO CO.
FILED

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BK 1218 PG 202
W.E. BAKER COUNTY CLERK

Prepared by:

TERRIE RATKIEWICZ

TransLand Financial Services, Inc.

2700 Westhall Lane, Suite 210

Maitland, FL, 32751

Prepared by and return to:

Equity Title & Escrow Co.

6373 Quail Hollow, Suite 102

Memphis, Tennessee 38120

(901) 374-0089

[Space Above This Line for Recording Data]

SECURITY DEED MODIFICATION AGREEMENT

THIS AGREEMENT, made this **23RD** day of **May** **2000**, by and between
LONZELL YATES and WILMA YATES, HUSBAND AND WIFE AND AN UNMARRIED WOMAN
JOYCE FIELDS,

in regards to the property located at:

XXXX AUSTIN ROAD
HORN LAKE, MISSISSIPPI 38637

LEGAL:

see attached "Exhibit C"

Indexing Instructions: NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 8
 WEST, DESOTO COUNTY, MISSISSIPPI

hereinafter called "Mortgagor" and TransLand Financial Services, Inc. 2700 Westhall Lane, Suite 210 Maitland, Florida
 32751 hereinafter called "Mortgagee".

RECITALS:

- A. Mortgagee is the owner and holder of that certain Security Deed ("Security Deed") dated **January 5, 1999** made by the Mortgagor to Mortgagee, recorded in OR Book **811** Page **627** Public Records of **DESOTO** County, **MISSISSIPPI**, securing a debt evidenced by a promissory note ("Note") dated **January 5, 1999**, in the original amount of \$ **228,100.00**, which Security Deed encumbers property more particularly described in said Security Deed.
- B. Mortgagor, the owner in fee simple of all of the property subject to Security Deed, has requested Mortgagee to modify Note and Security Deed and the parties have mutually agreed to modify the terms hereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the order in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

- The unpaid principal balance of the Note is \$ **228,100.00** and that interest has been paid to **June 1, 2000**.
- The terms and provisions of the Note are amended and modified in accordance with the terms and provisions of Exhibit "A," attached hereto and incorporated herein by reference, entitled **Note**.
- The terms and provisions of the Security Deed are amended and modified in accordance with the terms and provisions of Exhibit "B," attached hereto and incorporated herein by reference, entitled **N/A**.
- The terms and provisions of the Security Deed are amended and modified to adjust the maturity date of the Security Deed to **June 1, 2015**.
- Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in Note and Security Deed and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of Note and Security Deed which are not inconsistent herewith.
- ALL MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
- This agreement shall be binding upon and shall inure to the benefit of heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

App. # : 30-006198

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Signed sealed and delivered
IN THE PRESENCE OF:

"MORTGAGORS"

WITNESS:
(Type/Print Name)

Lonzell Yates
Borrower LONZELL YATES

WITNESS:
(Type/Print Name)

Wilma Yates
Borrower WILMA YATES

Joyce Fields
Borrower JOYCE FIELDS

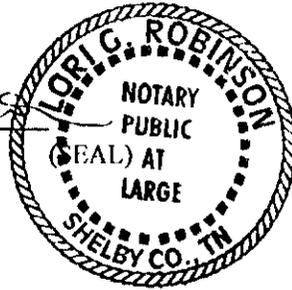
Borrower

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 23RD day of May 2000, by:
LONZELL YATES and WILMA YATES, HUSBAND AND WIFE AND AN UNMARRIED WOMAN
Joyce Fields

who is/are personally known to me or has/have produced driver's license as
identification and who did/did not take an oath.

Lori G. Robinson



Notary Public:
Commission Number:
My Commission Expires:
(Type/Print Name)

Signed, sealed and delivered
IN THE PRESENCE OF:

"MORTGAGEE"
TransLand Financial Services, Inc.

Terrie Ratkiewicz
TERRIE RATKIEWICZ

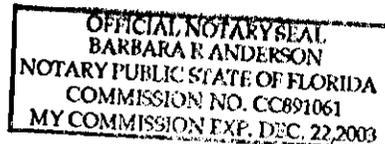
Margaret Koger
MARGARET KOGER SR. VICE PRESIDENT

Debi Williams
DEBI WILLIAMS

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, this 23RD day of May 2000, by
MARGARET KOGER as SR. VICE PRESIDENT of TransLand Financial Services, Inc. on behalf of
said corporation. Who are personally known to me and have not taken an oath.

Barbara R. Anderson
Notary Public: Barbara R. Anderson (SEAL)
Commission Number: CC 891061
My Commission Expires: Dec. 04, 2003
(Please type/print name)



**BALLOON PAYMENT RIDER
TO SECURITY INSTRUMENT
(30 - Year Amortization - Unpaid Balance Due in Full in 15 Years)**

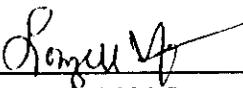
THIS RIDER TO MORTGAGE/DEED OR SECURITY INSTRUMENT, is made this 23RD day of May 2000, and is incorporated into and shall be deemed to amend and supplement the Security Instrument made by the undersigned (the "Borrower") payable to the order of **TRANSLAND FINANCIAL SERVICES, INC.**

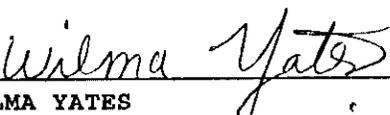
(The "Lender") and dated as of the same date as this Rider (the "Note"). I understand that the Lender may transfer the Note, the related mortgage, deed of trust, or other security instrument, and this Rider. The Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is included in the term "Lender".

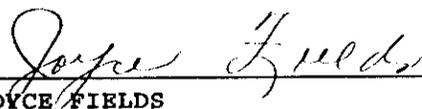
BALLOON PAYMENT NOTICE: This loan is payable in full at the "Maturity Date" stated in the Mortgage/Deed of Trust. You must repay the entire principal balance of the loan and unpaid interest then due. The Lender is under NO obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same Lender.

THIS LOAN HAS A BALLOON FEATURE, MEANING THAT THE MATURITY DATE OCCURS AT THE 180TH MONTHLY PAYMENT DUE DATE. THEREFORE, IT IS ANTICIPATED THAT A SUBSTANTIAL UNPAID PRINCIPAL BALANCE WILL REMAIN WHICH YOU MUST PAY IN FULL AT THAT TIME.

BY SIGNING BELOW, Borrower acknowledges the existence of this rider and their agreement to the specific provisions of the Mortgage/Deed of Trust as described in this rider.


_____(SEAL)
LONZELL YATES Borrower


_____(SEAL)
WILMA YATES Borrower


_____(SEAL)
JOYCE FIELDS Borrower

_____(SEAL)
Borrower

App. # : 30-006198

NCBR15.WPD
Rev. 121897-1

**WAIVER FOR MORTGAGE/SECURITY INSTRUMENT
UNIFORM COVENANTS NUMBER TWO
"Funds for Taxes and Insurance"**

Pursuant to your request, Transland Financial Services, Inc. Will waive Uniform Covenant Number Two of the Mortgage/Security Instrument "Funds for Taxes and Insurance" provided you agree to the following:

1. Until the Note is paid in full, you will pay timely to the appropriate entity: (a) yearly taxes and assessments which may attain priority over this Mortgage/Security Instrument; (b) yearly leasehold payment or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any.
2. Within fifteen (15) days of the due date of the yearly taxes, you will provide Transland Financial Services, Inc., its successors and/or assigns with a copy of the tax bill paid receipt evidencing payment of all real estate taxes due for the then current tax year.
3. Within thirty (30) days of the due date of the expiration of the hazard insurance policy which provides coverage and insurance against loss as provided in Covenant Number Five of the Mortgage/Security Instrument, you will provide Transland Financial Services, Inc., its successors and/or assigns a receipted bill evidencing payment in full of the next yearly premium due in advance. Simultaneously, you will also provide to Transland Financial Services, Inc., its successors and/or assigns a copy of the insurance renewal certificate and/or a new policy signed by the insurance agent accompanied by a paid receipt.
4. This "waiver" does not modify or change the terms and conditions of the Uniform Covenants in your Mortgage/Security Instrument. Transland Financial Services, Inc., its successors and/or assigns reserves the right, at its sole option and sole discretion, to terminate this waiver.
5. This waiver is not transferable.

Agreed and accepted this 23RD day of May 2000

Witness

Lonzell Yates
Mortgagor **LONZELL YATES**

Witness

Wilma Yates
Mortgagor **WILMA YATES**

Witness

Joyce Fields
Mortgagor **JOYCE FIELDS**

Witness

Mortgagor

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Exhibit "A"

BALLOON NOTE

(Fixed Rate)

App. # : 30-006198

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 23, 2000
[Date]

MEMPHIS
[City]

TENNESSEE
[State]

XXXX AUSTIN ROAD, HORN LAKE, MISSISSIPPI 38637
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 228,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
TRANSLAND FINANCIAL SERVICES, INC

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.650 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on July 1, 2000

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **TRANSLAND FINANCIAL SERVICES, INC, 2700 WESTHALL LANE, SUITE 210, MAITLAND, FL. 32751**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,285.00

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

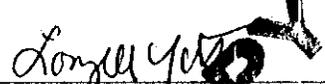
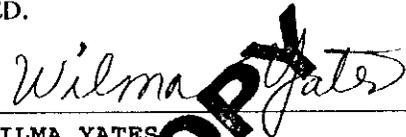
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 _____ LONZELL YATES	(Seal) -Borrower	 _____ WILMA YATES	(Seal) -Borrower
 _____ JOYCE FIELDS	(Seal) -Borrower	 _____ WILMA YATES	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

[Sign Original Only]

**BALLOON PAYMENT RIDER
TO NOTE
(30 - Year Amortization - Unpaid Balance Due in Full in 15 Years)**

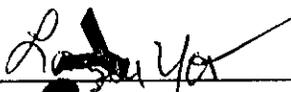
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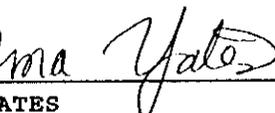
(The "Lender") and dated as of the same date as this Rider (the "Note"). I understand that the Lender may transfer the Note, the related mortgage, deed of trust, or other security instrument, and this Note Rider. The Lender or anyone who takes the Note, the Security Instrument, and this Note Rider by transfer and who is entitled to receive payments under the Note is included in the term "Lender".

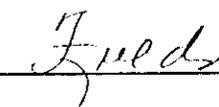
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THIS LOAN HAS A BALLOON FEATURE, MEANING THAT THE MATURITY DATE OCCURS AT THE 180TH MONTHLY PAYMENT DUE DATE. THEREFORE, IT IS ANTICIPATED THAT A SUBSTANTIAL UNPAID PRINCIPAL BALANCE WILL REMAIN WHICH YOU MUST PAY IN FULL AT THAT TIME.

BY SIGNING BELOW, Borrower acknowledges agreement to the specific provisions of the Note as described in this Note Rider.


_____(SEAL)
LONNIE L. YATES Borrower


_____(SEAL)
WILMA YATES Borrower


_____(SEAL)
JOYCE FIELDS Borrower

_____(SEAL)
Borrower

(Sign Original Only. Do Not Sign If Blanks In Text Are Not Filled In)

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**PREPAYMENT RIDER TO NOTE
(Prepayment Penalty)**

This Rider to the Note is made this 23RD day of May 2000, and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") payable to the order of
TRANSLAND FINANCIAL SERVICES, INC.

(The "Lender") and dated as of the same date as this Rider (the "Note"). I understand that the Lender may transfer the Note, the related Mortgage, Deed of Trust, or other security instrument, and the Note Rider. The Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is included in the term "Lender".

I have the right to make payment of principal at anytime before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder, in writing, that I am doing so.

I may prepay all or part of the unpaid balance of the principal at any time, in which event the Note Holder may, at its option, assess a prepayment of 6 months interest on 80% of the unpaid principal balance whenever any prepayment occurs within the first three years.

By signing below, Borrower acknowledges agreement to the specific provisions of the Note as described in this Note Rider.

Lonzell Yates
Borrower **LONZELL YATES**

Wilma Yates
Borrower **WILMA YATES**

Joyce Fields
Borrower **JOYCE FIELDS**

Borrower

May 23, 2000
Date

Exhibit "C"

Land situated in DeSoto County Mississippi to wit:

Four acres in the Northeast Quarter of Section 15, Township 2 South, Range 8 west, described as beginning at the Northeast corner of the West half of the Northeast quarter of the Northeast quarter of said Section 15; thence South 835 feet to a point; thence West 208.7 feet to a point; thence North 835 feet to the Section line; thence East 208.7 feet to the point of beginning.

Being the same property conveyed to grantor, Joyce A. Fields, herein by Warranty Deed of record at Book Number 296, Page 47, dated February 14, 1996, filed February 27, 1996, in the Chancery Clerk's Office of DeSoto County Mississippi.

For Information purposes only:

Property Address known as: Austin Road, Horn Lake, MS 38637

Tax I.D. No.: 2085-1500-3.06