

BK 1603 PG 0750

STATE MS. - DESOTO CO.
FILED

Nov 18 2 48 PM '02

Record and Return to
Cendant Mortgage Corporation
3000 Leadenhall Road
P.O. Box 5449
Mt. Laurel, NJ 08054

BK 1603 PG 750
W.E. DAVIS CH. CLK.

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LOAN # 0019531961

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made this 20th day of August 2002, between Scott T. Mirth and Darla Mirth (Obligors) whose address is 41 Cross Creek, Hernando, MS 38632 and Coldwell Banker Mortgage (Lender), whose address is 3000 Leadenhall Road, Mt. Laurel, New Jersey 08054, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated July 19th, 2002 and recorded on 7-25-02 Instrument # BK 1536, pg 0688 in the records of Desoto County, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers real estate and personal property described in the Security Instrument and defined therein as the "Property", located at is 41 Cross Creek, Hernando, MS 38632, the real property described and being set forth as following: (See attached legal description)

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):

- The Interest Rate and Principal & Interest indicated on the Note and Mortgage is hereby amended and changed as follows:**
The Interest Rate of 6.500% is hereby deleted and 6.375% will be inserted in it's place.
The Principal & Interest payment amount of \$860.57 is hereby deleted and \$849.40 will be inserted in it's place.
- Obligors hereby release and give up any and all claims and rights which they may have against Coldwell Banker Mortgage as related to the correction of the: Interest Rate and Principal & Interest payment amount.
- All other terms of any Note, Mortgage, or any other Agreements between the Obligors and Coldwell Banker Mortgage shall remain in full force and effect except as hereby specifically modified.
- Nothing herein contained shall in any way impair the security now held for the obligations or any other security or obligations between the Obligors and Coldwell Banker Mortgage.
- Coldwell Banker Mortgage's failure to exercise its rights under the Agreement shall not constitute a waiver thereof.

- 7. Any part of this Agreement contrary to the law of any state having jurisdiction shall not invalidate any other part of this Agreement or any other agreement between the parties, in that state.
- 8. Nothing contained in the Agreement shall in any way impair the security now held for the indebtedness represented by the Note, or any other security or indebtedness between the obligor and Coldwell Banker Mortgage. The Obligors agree to the modification of terms as herein above stated for themselves, their successors and assigns and their executors, administrators.
- 9. All the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of Missouri.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or caused these presents to be signed by the proper corporate officers and corporate seals affixed hereto the day and year first written above.

Scott T. Mirth
 Scott T. Mirth

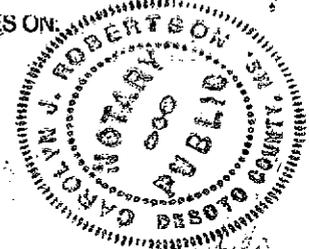
Darla Mirth
 Darla Mirth

State OF ~~Missouri~~: Mississippi
 COUNTY OF Desoto:

On this 21 day of August, in the year 2002, before me _____, personally appeared Scott T. Mirth and Darla Mirth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal
 Signature Cassidy Robertson
 Notary Public

COMMISSION EXPIRES ON
 MAY 14, 2005



 ASSISTANT SECRETARY
 Karey Ann Velez

Dolores Lauria
 ASSISTANT VICE PRESIDENT
 Dolores Lauria

I CERTIFY that on 20th day of August, 2002, Karey Ann Velez personally came before me and this person acknowledged under oath to my satisfaction, that:

(a) This person is an Assistant Secretary of Coldwell Banker Mortgage, the Corporation named in this Agreement.

(b) This person is the attesting witness to the signing of the Agreement by the proper corporate office who is Dolores Lauria, an Assistant Vice President of the corporation;

(c) This Agreement was signed and delivered by the corporation as its voluntary act, duly authorized by a proper resolution of its Board of Directors;

(d) This person knows the proper seal of the corporation which is affixed to this agreement; and

(e) This person signed this proof to attest the truth of these facts.

Signed and sworn to
me this 20th day of
August, 2002.

NOTARY PUBLIC

ASSISTANT SECRETARY
Karey Ann Velez

BK 1603PG0753

BK 1536PG0705

EXHIBIT A
LEGAL DESCRIPTION

Lot 68, Section C, Cross Creek Subdivision, in Section 12, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 64, Page 6, in the office of the Chancery Clerk of DeSoto County, Mississippi.

JSM