

4/11/05 8:18:24  
BK 2,193 PG 677  
DESOTO COUNTY, MS  
W.E. DAUIS, CH CLERK

PREPARED BY AND RETURN TO:  
TRUDY FERRARI  
SUNTRUST MORTGAGE, INC.  
1001 SEMMES AVE, RVW 3054  
RICHMOND VA 23224

Loan #0138253356  
FHA #283-0199754

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 31st day of March, 2005, between Robert A. and Jean E. Morgan ("Borrowers") and SunTrust Mortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 31, 2000 and recorded September 8, 2000, in Book 1245 page 322

in the  
Chancery Clerk's Office DeSoto County, MS  
[Name of Records] [County and State, or other Jurisdiction]

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 5574 Lakefront Drive, Horn Lake MS 38637 [Property Address]

the real property described being set forth as follows:

Lot 26, Section A, King's View Lakes Subdivision, Section 31, Township 1 South, Range 8 West, as shown on plat of record in Book 67, Pages 8 & 9, in the Chancery Clerk's Office of DeSoto County, Mississippi

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 April 1, 2005, the amount payable under the Note and the Security Instrument the "Unpaid Principal Balance") is U.S. \$ 132,003.83 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 6%, from April 1, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 791.43, beginning on the 1st day of May, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2035 (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 SunTrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224 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 secured 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:

*[Signature]* JEM initial

SunTrust Fedex

- (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.

SUNTRUST MORTGAGE  
 By: Jackie Ballos  
 Jackie Ballos, Vice President  
 SunTrust Mortgage

Robert A. Morgan  
 Robert A. Morgan  
Jean E. Morgan  
 Jean E. Morgan

Space Below This Line For Acknowledgments)

STATE OF Mississippi  
 CITY/COUNTY OF Desoto, to wit:

I, Dana C. Medlin a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, Robert A. & Jean E. Morgan, whose name is signed to the forgoing instrument and acknowledged the same before me in my said jurisdiction.

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
 MY COMMISSION EXPIRES JAN. 1, 2006  
 BONDED THRU STEGALL NOTARY SERVICE

My commission expires:

GIVEN under my hand and notarial seal this the 6<sup>th</sup> day of April, 2005.

Dana C. Medlin  
 Notary Public

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF VIRGINIA,  
 CITY/COUNTY OF HENRICO, to wit:

I, Trudy H. Ferrari a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, Jackie W. Ballos, Vice President of SunTrust Mortgage whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires: June 30, 2006

GIVEN under my hand and notarial seal this the 8<sup>th</sup> day of April, 2005

Trudy H. Ferrari  
 Trudy H. Ferrari, Notary Public,  
 County of Henrico, State of Virginia  
 Commission Expires 6/30/2006

