

After Recording Return to:
H. Mark Beanblossom, PC
1713 Kirby Parkway
Memphis, TN 38120
(901) 758-0500

me
10/02/06 11:24:14
BK 2,574 PG 90
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and
AFTER RECORDING RETURN TO:
First Horizon Home Loan Corporation dba First Tennessee Home
Loans
1755 Lynnfield Bldg. D, Suite 100
Memphis, TN 38119

[Space Above This Line For Recording Data]

Loan No: 0055571780

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of September, 2006, between JOSEPH HAENTZLER and TRACEY HAENTZLER

("Borrower") and

First Horizon Home Loan Corporation dba First Tennessee Home Loans
("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 25, 2005 and recorded in Book or Liber 2317, at page(s) 149, of the OFFICIAL Records of De Soto County, Mississippi, [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 5707 CHESSIE DRIVE, Olive Branch, MS 38654
[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

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



5

1. As of **September 19, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **248,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.375** %, from **October 1, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,547.20**, beginning on the **1st** day of **November, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.375** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **October 1, 2036** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **P.O. Box 146, Memphis, TN 38101**
or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by 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 given in accordance with Section 15 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender



will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Anne Richards (Seal)
First Horizon Home Loan Corporation dba First Tennessee Home Loans -Lender

Joseph Haentzler (Seal)
JOSEPH HAENTZLER -Borrower

By: Anne W. Richards
Senior Vice President

Tracey Haentzler (Seal)
TRACEY HAENTZLER -Borrower

____ (Seal)
-Borrower

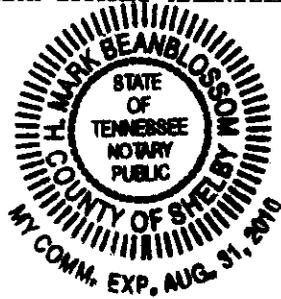
____ (Seal)
-Borrower



[Space Below This Line For Acknowledgment]

State of Tennessee §
County of Shelby §

This instrument was acknowledged before me on September 25, 2006 by JOSEPH HAENTZLER and TRACEY HAENTZLER



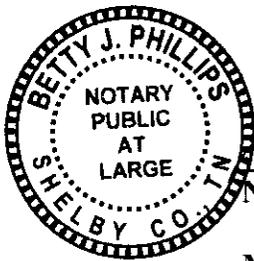
[Signature]
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared ANNE W. RICHARDS with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged she herself to be the Senior Vice President of First Horizon Home Loan the within named bargainor, a corporation, and that as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation by the said ANNE W. RICHARDS as such Officer.

WITNESS, my hand and official seal at office at MEMPHIS
TENNESSEE, this 25th day of September, 2006.



Betty J. Phillips

Notary Public, State of Tennessee

My commission expires: FEBRUARY 12, 2008

0055571780

EXHIBIT "A"

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Lot 48, Section A, Miller Station Subdivision, in Section 4, Township 2 South, Range 5 West, DeSoto County, Mississippi, as per plat of record in Plat Book 89, Pages 3-5, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.