

11/06/06 12:31:14
BK 2,600 PG 593
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and return to:
Candy Flower
R-G Crown Bank,
1398 E. Semoran Blvd. Ste 230
Casselberry, FL 32707

647619112

881103429

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11/20/06 11:13:45
BK 2,609 PG 351
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

* Need to Re-Record to correct the
BK and pg of D. of Trust.

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20 day of December, 2005, between Mathew L. Michel ("Borrower") and R-G Crown Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 10, 2005 and recorded in Book or Liber 2348 at page(s) 421 on 01-26-05 of the Official 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 Deed BK 2149 pg 351.

the real property described being set forth as follows: LOT #25 Stonebridge
Nesbit MS 38651

SEE ATTACHED EXHIBIT A

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):

1. As of December 1, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$327,750.00 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 6.125% from February 1, 2006. Borrower promises to make monthly payments of principal and interest of U.S. \$2,013.53 beginning on the 1st day of February 2006 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.125% 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 February 1, 2035 (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 R-G Crown Bank 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.

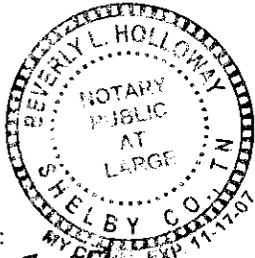
_____ (Seal)

Mathew L. Michel (Seal)
Mathew L. Michel -Borrower

By: _____ (Seal)

STATE OF TN
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by Mathew L. Michel who/ is are personally known or produced a valid driver's license and who did take an oath.



Beverly L. Holloway
Notary Public

My commission expires:

11-17-07

_____ [Space Below This Line For Acknowledgments]

Autumn B. Kircher
Autumn B. Kircher, Vice President

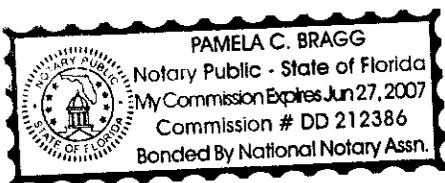
STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Autumn B. Kircher as Vice President respectively, of R-G Crown Bank. who are personally known to me and who did take an oath.

Pamela C. Bragg
Pamela C. Bragg

My Commission Expires:

Notary Public



Land situated in DeSoto County, Mississippi to wit:

BK 2,600 PG 595
BK 2,609 PG 353

Lot 25, First Revision, Stonebridge Subdivision, Section 22, Township 2 South, Range 7 West, in DeSoto County Mississippi, as shown on plat of record in Plat Book 86, Page 40, in the office of the Chancery Clerk of DeSoto County Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to grantor, T & A Investments, LLC, herein by Assumption Warranty Deed of record at Book 0477, Page 0722, dated July 16, 2004, filed July 23, 2004, in the Chancery Clerk's Office of DeSoto County Mississippi.

Also being the same property conveyed to grantor by warranty deed, which is being recorded simultaneously herewith in said register's office