

me 5/10/07 10:44:03  
EK 2,715 PG 553  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

5/21/07 12:18:44  
EK 2,721 PG 409  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

*Prepared by +* [Space Above This Line For Recording Data]

AFTER RECORDING MAIL TO:  
BETHEA, MAXWELL & ASSOCIATES  
1669 KIRBY PARKWAY, STE 100  
MEMPHIS, TN 38120

(901) 153-6030

**LOAN MODIFICATION AGREEMENT**

**(Providing for Fixed or Variable Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 20th day of April, 2007  
between Julious E. Massey and Carolyn J. Massey, Husband and Wife

("Borrower") and SunTrust Mortgage, Inc., a Virginia Corporation

, ("Lender"), amends  
and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"),  
dated August 3, 2006 and recorded in Book or Liber 2533, at page(s)  
455, of the Records of

[NAME OF RECORDS]

DeSoto COUNTY, Mississippi

, and (2) the Note bearing

[COUNTY AND STATE, OR OTHER JURISDICTION]

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

1900 Saulsberry Dr, Nesbit, MS 38651

[PROPERTY ADDRESS]

the real property described being set forth as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FOR  
LEGAL DESCRIPTION OF REAL PROPERTY HEREIN CONVEYED

AP#: MASSE0037163524

LN#:

0037163524

LOAN MODIFICATION AGREEMENT--SINGLE FAMILY--FNMA UNIFORM INSTRUMENT

FORM 3179 2/88

ISC/CLMA\*\*//0494/3179(0288)-L

PAGE 1 OF 3

600678 (2/98)

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AP# MASSE0037163524

LN# 0037163524

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 04/20/07, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$359,100.00, 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 6.375% from 06/01/07. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,257.36, beginning on the FIRST day of June 2007 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 09/01/36 (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. P.O. Box 79041, Baltimore, MD 21279-0041, 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:

- (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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Loan Modification Agreement.

SunTrust Mortgage, Inc.

(SEAL)

-LENDER

BY:

*[Handwritten signature]*

AP# MASSE0037163524

LN# 0037163524

*Julious E. Massey*  
Julious E. Massey (SEAL)  
-BORROWER

*Carolyn J. Massey*  
Carolyn J. Massey (SEAL)  
-BORROWER

(SEAL)  
-BORROWER

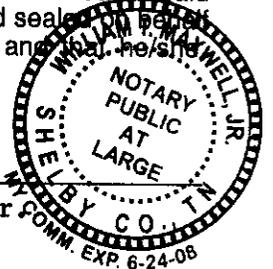
(SEAL)  
-BORROWER

[Space Below This Line For Acknowledgments]

STATE OF TENNESSEE, SHELBY County ss:

On April 20, 2007 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Jim McCullough and to me personally known, who, being duly sworn by me, did say that he/she/they is/are the first vice president and of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed of said corporation pursuant to its by-laws or a resolution of its Board of Directors and he/she/they acknowledges said instrument to be the free act and deed of said corporation.

*William T. Maxwell, Jr.*  
Notary Name: William T. Maxwell, Jr.  
Notary Public for the state of TENNESSEE  
My commission expires:



(Official Seal)

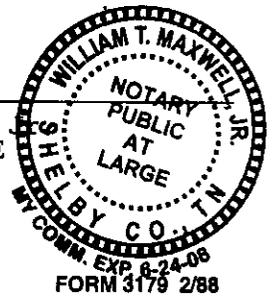
STATE OF TENNESSEE, SHELBY County ss:

On this day personally appeared before me  
Julious E. Massey and Carolyn J. Massey

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of April, 2007

*William T. Maxwell, Jr.*  
Notary Name: William T. Maxwell, Jr.  
Notary Public for the State of TENNESSEE  
My commission expires:



(Official Seal)

**EXHIBIT "A"**

BK 2,715 PG 556

BK 2,721 PG 412

**Lot 2, Saulsberry Creek Subdivision, located in Section 30, Township 2 South, Range 7 West, DeSoto County, Mississippi and more particularly described in Plat Book 87, Page 7 in the Office of the Chancery Clerk of DeSoto County, Mississippi.**