

12/14/07 9:02:53
BK 2,831 PG 198
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY: DIANE MINNICH

DIANE MINNICH

AMERICAN HOME BANK, N.A.
3840 HEMPLAND ROAD
MOUNTVILLE, PA 17554
717-285-6400

RETURN TO:

AMERICAN HOME BANK, N.A.
3840 HEMPLAND ROAD
MOUNTVILLE, PA 17554
717-285-6400

PARCEL ID# 3076-0300-0-00020-06

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100325200002081570

This Loan Modification Agreement ("Agreement"), made this 8th day of NOVEMBER 2007, between KEVIN MACDONALD, and SHARON MACDONALD, Husband and Wife

("Borrower") and

AMERICAN HOME BANK, N.A.

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MARCH 30th 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber 2708, at page(s) 111, of the LAND Records of

[Name of Records] DESOTO, MS

[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 3688 BRIGHT ROAD, HERNANDO, MS 38632

[Property Address]

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 6/06)

Wolters Kluwer Financial Services
VMP®-852A (0610)
Page 1 of 5

Initials: KAM SM



M747 (01/30/2007)

LOAN ID: 0000208157

8

the real property described being set forth as follows:

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):

1. As of NOVEMBER 8th 2007, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 450,000.000 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender as set forth below:

(A) INTEREST

Interest will be charged on Unpaid Principal Balance at a yearly rate of 6.625 %.

(B) PAYMENTS

Beginning on the 1st day of JANUARY 2008 and on the 1st day of every month thereafter until the 1st day of DECEMBER 2017, I will pay only the interest on the unpaid principal balance of the Note.

Thereafter, I will pay principal and interest by making payments every month until principal and interest and any other charges owed under the Note are paid in full. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on DECEMBER 1st 2037, the 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 3840 HEMPLAND ROAD MOUNTVILLE, PA 17554

or at such other place as Lender may require. Each initial monthly payment will be in the amount of U.S. \$ 2,484.37 for the first 120 months of this Note. Lender will notify Borrower prior to the date of change in monthly payment.

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 the Security Agreement.

KAM SM

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.

- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Kevin MacDonald (Seal)
 KEVIN MACDONALD -Borrower

Sharon J. MacDonald (Seal)
 SHARON MACDONALD -Borrower

____ (Seal)
 -Borrower

Mortgage Electronic Registration
 Systems, Inc. (Seal)
 -Mortgagee

AMERICAN HOME BANK, N.A. (Seal)
 -Lender

By: Susan Reinard
 SUSAN REINARD ASSISTANT SEC

By: Susan Reinard
 SUSAN REINARD AVP

 WITNESS

 WITNESS

_____[Space Below This Line For Acknowledgments]_____

VMP®-852A (0610)
VD89 (01/30/2007)

Page 5 of 5

Form 3179 1/01 (rev. 6/06)
LOAN ID: 0000208157

Property Address: 3688 BRIGHT ROAD
HERNANDO, MS 38632
Parcel Number: 3076-0300-0-00020-06

STATE OF Mississippi
COUNTY OF Desoto }ss

On this, the 16th day of November year of 2007 before me, the undersigned officer, personally appeared:
KEVIN MACDONALD AND SHARON MACDONALD

Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.
My Commission Expires:



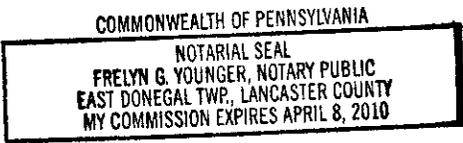
[Signature]
Notary Public

----- Space Below This Line For Bank Acknowledgement Only -----

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER }ss

On this, the 8th day of NOVEMBER 2007 before me, the undersigned officer, personally appeared:
SUSAN REINARD ASST SEC / AVP
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC./AMERICAN HOME BANK, N.A.
Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.
My Commission Expires:



[Signature]
Notary Public

Property Address: 3688 BRIGHT ROAD
HERNANDO, MS 38632
Parcel Number: 3076-0300-0-00020-06

STATE OF *Florida*
COUNTY OF *clay* } ss

On this, the *19th* day of *Nov.* year of *2007* before me, the undersigned officer, personally appeared:
~~KEVIN MACDONALD AND SHARON MACDONALD~~

Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.
My Commission Expires: *Sept. 26, 2009*

SEAL



Lee Y. Avizinis
Commission # DD468910
Expires September 26, 2009
bonded by Fidelity Insurance, Inc. 000-000-7010

Lee Y Avizinis

Notary Public

----- Space Below This Line For Bank Acknowledgement Only -----

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER } ss

On this, the *8th* day of *NOVEMBER* 2007 before me, the undersigned officer, personally appeared:
SUSAN REINARD ASST SEC / AVP
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC./AMERICAN HOME BANK, N.A.
Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.
My Commission Expires:

Notary Public

EXHIBIT A LEGAL DESCRIPTION

TRACT NO. 1

4.12 acres (179,499 sf) in the Southeast Quarter of Section 3, Township 3 South, Range 7 West in DeSoto County, Mississippi. Said property being a portion of that property recorded in Deed Book 384, Page 346 and being a portion of that property conveyed by Final Amended Order Partitioning Real Property recorded in Deed Book 382, Page 74 in the Office of Chancery Clerk, DeSoto County, Mississippi, and being described as follows:

Commencing at the Southwest corner of Section 3, Township 3 South, Range 7 West in DeSoto County, Mississippi, said point being near the intersections of the center lines of Getwell Road and Bright Road. Thence N 88° 18' 23" E 3,309.65' to a point at the centerline of Bright Road, said point being the Point of Beginning, and being the Southwest corner of said tract. Thence proceed Northwesterly along the centerline of a drainage ditch for the following calls: N27° 56' 57" W - 45.86', N 38° 09' 50" W - 49.23', N 17° 12' 42" W - 136.09', N 08° 36' 12" W - 100.18', N 16° 47' 32" W - 101.02', N 08° 06' 49" W - 101.63', and N 10° 25' 14" W - 149.53' to a point, said point being identified by an offset 3/8" rebar with a tee post marker at N 86° 54' 39" E - 40.00'. Thence N 86° 54' 39" E - 214.46' to a 1/2" found iron pipe. Thence N 87° 22' 31" E - 68.76' to a 3/8" rebar with a tee post marker. Thence S 09° 39' 11" E - 672.08' to a point at the centerline of Bright Road, said point being identified by an offset 3/8" rebar with a tee post marker at N 09° 39' 11" W - 40.00'. Thence proceed along the centerline of Bright Road for the following calls: S 89° 20' 09" W - 39.27', and S 88° 36' 50" W - 178.58' to the Point of Beginning.

SUBJECT TO A RIGHT OF WAY EASEMENT FOR A COUNTY ROAD, BRIGHT ROAD.

TRACT NO. 2

4.12 acres (179,499 sf) in the Southeast Quarter of Section 3, Township 3 South, Range 7 West in DeSoto County, Mississippi. Said property being a portion of that property recorded in Deed Book 384, Page 346 and being a portion of that property conveyed by Final Amended Order Partitioning Real Property recorded in Deed Book 382, Page 74 of the Office of Chancery Clerk, DeSoto County, Mississippi, and being described as follows:

Commencing at the Southwest corner of Section 3, Township 3 South, Range 7 West in DeSoto County, Mississippi said point being near the intersections of the centerlines of Getwell Road and Bright Road. Thence N 88° 18' 23" E 3,309.65' to a point at the centerline of Bright Road. Thence N 88° 36' 50" E - 178.58' to a point at the centerline of said road. Thence N 89° 20' 09" E - 39.27' to a point at the centerline of said road, said point being the Point of Beginning and being the Southwest corner of said tract. Thence continue along the centerline of said Road N 89° 20' 09" E - 217.85' to a point, said point being identified by an offset 3/8" rebar with a tee post marker at N 01° 06' 04" W - 40.00'. Thence 01° 06' 04" W - 674.49' to a 3/8" rebar with a tee post marker at an old fence line. Thence S 87° 29' 44" W - 44.22' along an old meandering fence line to a 1/2" found iron pipe. Thence S 87° 26' 14" W - 132.57' along said old meandering fence line to a 1/2" iron pipe. Thence S 87° 22' 31" W - 141.11' to a 3/8" rebar with a tee post marker. Thence 09° 39' 11" E - 672.08' to the Point of Beginning.