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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **28th** day of **May 2008**,
between **JAMES BOWDRE AND WIFE, ANNIE BOWDRE**

("Borrower") and

BancorpSouth Bank, A State Chartered Institution

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **07/24/2007** and recorded in Book or Liber **2,761**,
at page(s) **226-240**, of the **Chancery Clerk** Records of **Desoto**,
[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

**3969 JAYBIRD RD
HERNANDO, MS 38632-8985**

[Property Address]

the real property described being set forth as follows:

See Exhibit A

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 8/01)

ITEM 4884L1 (0609)

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(Page 1 of 3)



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Bowdre 7034710

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*J.B. S
ceps*

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 **May 28, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$210,000.00**, 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 **5.5000%**, from **May 28, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,479.23**, beginning on the **1st** day of **July 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.5000** 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 **August 01, 2027** (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 **BancorpSouth Bank, PO Box 3356, Tupelo, MS 38803-3356**

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.

ITEM 4884L2 (0609)
Bowdre 7034710

Form 3179 1/01 (rev. 8/01)

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(Page 2 of 3)

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J.B. cepb

By signing this Agreement, Lender and I agree to all of the above and acknowledge receipt of pages 1 through 3 of this Agreement.

TAMMY C. BREWER MLO (Seal)
BandorpSouth Bank -Lender

James Bowdre (Seal)
JAMES BOWDRE -Borrower

By: TAMMY C. BREWER

Annie Bowdre (Seal)
ANNIE BOWDRE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ [Space Below This Line For Acknowledgments] ____

CORPORATE ACKNOWLEDGMENT

STATE OF
COUNTY OF DEOTO

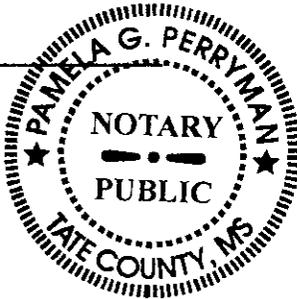
Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of MAY, 2008 within my jurisdiction, the within named TAMMY C. BROWER, who acknowledged that (he) (she) is LOAN OFFICER of BANCORP SOUTH BANK, a BANKING corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

 (NOTARY PUBLIC)

My Commission expires:

(Affix official seal)

MY COMMISSION EXPIRES:
OCTOBER 16, 2009



INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF DEOTO

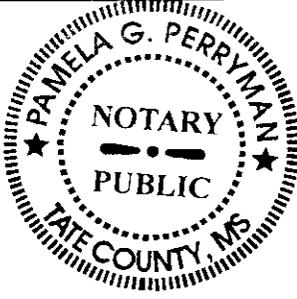
Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of MAY, 2008 within my jurisdiction, the within named JAMES BOWDRE AND WIFE, ANNIE BOWDRE who acknowledged that (he) (she) (they) executed the above foregoing instrument.

 (NOTARY PUBLIC)

My Commission expires:

(Affix official seal)

MY COMMISSION EXPIRES:
OCTOBER 16, 2009



All that certain lot or parcel of land situate in the Section 20, Township 3, Range 7, County of De Soto, State of Mississippi, and being more particularly described as follows:

Commencing at the Southeast corner of Section 20, Township 3 South, Range 7 West, DeSoto County, Mississippi, being a steel post found in the center of an old roadbed; thence North $89^{\circ} 13' 33''$ West along the South line of the Southeast Quarter of said Section a distance of 774.58 feet; thence due North a distance of 282.46 feet to a $1/2''$ rebar set; thence South $89^{\circ} 03' 55''$ East a distance of 773.36 feet to the east line of said quarter section; thence South $00^{\circ} 29' 05''$ East along said east line, a distance of 253.34 feet to the point of beginning; said described tract containing 4.76 acres, more or less.

James Bowdre
Annie Bowdre