

mc 6/02/08 11:22:25  
BK 2,906 PG 309  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

 FHHLC  
4000 Horizon Way cc 7213  
Irving, TX 75063

Loan Number: 0060233012

(Space Above this Line for Recording Data)

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 22nd day of MAY 2008, between JAMES C ARMSTRONG JR & BRIDGET H ARMSTRONG

(“Borrower”) and FIRST TENNESSEE HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A. SUCCESSOR BY MERGER TO FIRST HORIZON HOME LOAN CORPORATION (“Lender”), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (“The Security Instrument”), dated 5/01/2007 and recorded in BOOK 2,717 PAGE 223 of the Land / Official Records of DeSoto County, 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 6 HUNTERS HOLLOW, OLIVE BRANCH, Mississippi 38654 (Property Address)

The real property described being set forth as follows:

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

  
Initials                       
Loan Mod Agrmt. 1007

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5. 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; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or documents 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.
6. 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.
7. No Oral Agreements: THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

  
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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE FIRST TENNESSEE HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.

By: ~~\_\_\_\_\_~~

Its: ~~\_\_\_\_\_~~

By: Allyson Jallen

Its: VP

James C. Armstrong Jr  
Borrower JAMES C ARMSTRONG JR  
Bridget H. Armstrong  
Borrower BRIDGET H ARMSTRONG

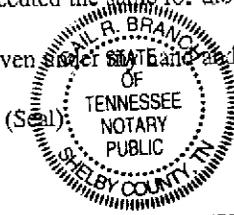
State of TN :  
County of SHELBY :

Before me, a Notary Public on this day personally appeared

JAMES C ARMSTRONG JR & BRIDGET H ARMSTRONG

known to me (or proved to me) on the oath of \_\_\_\_\_, or through Ms. Dinn... (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of this office this 22 day of May, 2008



Gail R. Branch  
Notary Public

MY COMMISSION EXPIRES March 17, 2010

Corporate Acknowledgement

State of Tennessee :  
County of Shelby :

Before me, the undersigned authority, on this day personally appeared Darla Boston a loan officer of FIRST TENNESSEE HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A., (personally known to me or proved to me on the basis of satisfactory evidence) subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of this office this 22 day of May, 2008

(Seal)

Gail R. Branch  
Notary Public



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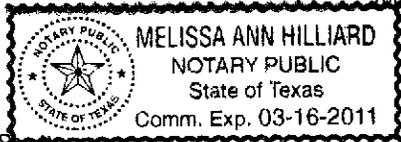
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MY COMMISSION EXPIRES March 17, 2010

# CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Dallas §  
§

The foregoing instrument was acknowledged before me on 28, May 2008 [date],  
by Melony Allen, vice president [name of officer or agent, title of officer or agent] of First Horizon Home Loan Corporation [name of corporation acknowledging],  
[state or place of incorporation], on behalf of the corporation.



(Seat)

Melissa Ann Hilliard

Notary Public, State of

My Commission Expires:

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## 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 6, Section "A", Hunter's Hollow Subdivision, in Section 29, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat of record in Plat Book 96, Page 16, 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.

