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BK 2,985 PG 415
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared By
FIRST HORIZON HOME LOANS
LYNN BLUEGE-RUST CC: 7360
1555 W. WALNUT HILL LANE
IRVING, TX 75038

_____[Space Above This Line For Recording Data]_____
Loan Number: 0053072799

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of October, 2005,
between **PATRICK GREENFIELD AND DIANE GREENFIELD**

(“Borrower”)
and **FIRST HORIZON HOME LOAN CORPORATION dba FIRST TENNESSEE HOME LOANS**
("Lender"). amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),
and Timely Payment Rewards Rider, if any, dated **May 9, 2005** and recorded in Book / Liber **2216** at page(s)
302 of the Official Records of **DeSoto County, Mississippi** and (2) the Note bearing the same date as, and
(Name of Records) (County and State, or other Jurisdiction)
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

7304 Elizabeth Drive, Hernando, MS 38632
(Property Address)

the real property described being set forth as follows:

**LOT 5, JORDAN CREEK ESTATES, SITUATED IN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 6
WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 85,
PAGES 1-2, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI**

Record & Return to:
Group 9 Inc.
444 Oxford Valley Road
Suite 300
Langhorne, PA 19047

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):

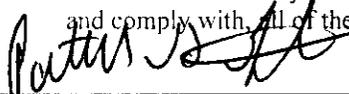
Initials PG Initials DG Initials _____ Initials _____

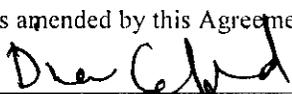
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1. As of **October 19, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **198,400.00**, consisting of the amount(s) loaned to Borrower by Lender plus any interest capitalized to date.
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 **5.750** %, from **October 19, 2005**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,157.81**, beginning on the 1st day of **December**, **2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750** % 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 **November 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.
The Borrower will make such payments at PO Box 146, Memphis, TN 38101 or at such other place as the 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 the 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 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. The 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 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.


 _____ (Seal)
 PATRICK GREENFIELD -Borrower

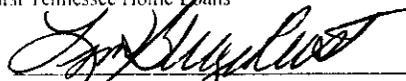

 _____ (Seal)
 DIANE GREENFIELD -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

ACCEPTED AND AGREED TO BY THE
 OWNER AND HOLDER OF SAID NOTE.

First Horizon Home Loans a division of First Tennessee Bank N.A. as successor in interest by merger to First Horizon Home Loan Corporation
 dba First Tennessee Home Loans

By: 

 Lynn Bluege-Rust
 Title: Vice President

Initials PG Initials DR Initials _____ Initials _____

[Space Below This Line For Acknowledgments]

State of Tennessee

County ss: Shelby

Before me, a Notary Public, on this day personally appeared **PATRICK GREENFIELD AND DIANE GREENFIELD** known to me (or proved to me on the oath of _____) or through MISSISSIPPI DRIVERS LICENSE (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

Given unto my hand and seal of this office this 29 day of OCTOBER, 2008

Michael Lickteig
Notary Public

STATE OF TEXAS ss
COUNTY OF DALLAS ss

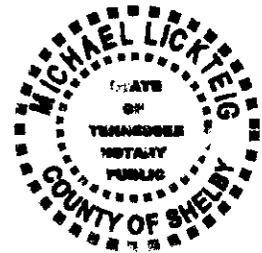
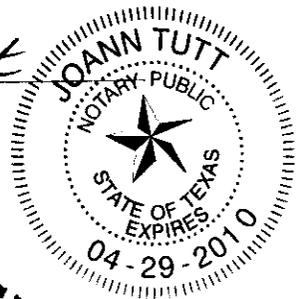
(Corporate Acknowledgement)

BEFORE ME, the undersigned authority, on this day appeared Lynn Bluege-Rust, Vice President of First Horizon Home Loans a division of First Tennessee Bank National Association as success in interest by merger to First Horizon Home Loan Corporation, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that 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 OFFICE, this 7th day of November, 2008

Joann Tutt
Notary Public

My Commission Expires: 26 JUNE 2011



MY COMMISSION
EXPIRES JUNE 26, 2011

Initials PG Initials DG Initials _____ Initials _____

EXHIBIT "A"

Lot 5, Jordan Creek Estates, situated in Section 29, Township 3 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 85, Pages 1-2, in the office of the Chancery Clerk of DeSoto County, Mississippi