

(Space above This Line for Recording Data)

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

This Loan Modification Agreement ("Agreement"), made this 12<sup>TH</sup> Day of January, 2010, between Christopher L. Gates and Jennifer Gates, Husband and Wife, (Borrower), and EverHome Mortgage Company (lender), amends and supplements (1) the Mortgage/Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 22, 2007 in the original loan amount of \$59,729.00 and filed for record on November 13, 2007 County of Desoto, Mississippi, Book: 2817 Page: 244; 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 9464 Village PT, Olive Branch, Mississippi 38654.

the real property described being set forth as follows:

### SEE ATTACHED EXHIBIT

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 February 1, 2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$62,272.67 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 5.000% from February 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$334.29 beginning on the First day of March 2010, and continuing thereafter on the February 1, 2040 (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 8100 Nations Way, Jacksonville, FL 32256 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.

APN: 106827013 0004400

Order ID: 3878097

Loan No.: 0896575902

EXHIBIT A  
LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of MS, County of DESOTO, City of OLIVE BRANCH and described as follows:

Lot 44, Village Square Subdivision, situated in Section 27, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat recorded in Plat Book 40, at Page 15, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

APN 106827013 0004400

WITH THE APPURTENANCES THERETO.

APN: 106827013 0004400

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.

Ever Home Mortgage Company \_\_\_\_\_ (Seal)  
-Lender-

Christopher L. Gates (Seal)  
Christopher L. Gates -Borrower

Jennifer Gates (Seal)  
Jennifer Gates -Borrower

By: [Signature]  
President  
**Eric Lammons**

Vice

\_\_\_\_\_  
(Space below This Line for Acknowledgements)

State of Mississippi

County of De Soto

On January 15<sup>th</sup>, 2010 before me, LaRonta T. Benjamin

personally appeared Christopher L. Gates and Jennifer Gates personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal on the

[Signature]  
Mia Harmon -Witness-

Printed name of Witness

[Signature]  
Walter McEel -Witness-

Printed name of Witness

LaRonta T. Benjamin  
Notary Public

12/09/2013  
My Commission Expires



(LENDER'S CORPORATE ACKNOWLEDGEMENT)

State of **FLORIDA**

County of **DUVAL**

On 9/27, 2010, before me, Leslie Tester, personally appeared Keith E. Lammons personally known to me  OR- \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]  
Witness

ALMA BUREK  
Print witness name

[Signature]  
Witness

ALMA BUREK  
Print witness name

WITNESS my hand and official seal.

[Signature]  
Notary

**LESLIE TESTER**  
Notary Public, State of Florida  
My Comm. exp. March 7, 2013  
Comm. No. DD 855673