

RETURN TO:
EVERHOME MORTGAGE COMPANY
8100 NATIONS WAY
JACKSONVILLE, FLORIDA 32256

ATTN: Aligail Rol (Space above This Line for Recording Data)

Drafted By
Michelle Holmes

9006574947

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of January, 2010, between LaToya W. Howard and Pruitt Wheeler, Joint Tenants With Right of Survivorship, (Borrower), and EverHome Mortgage Company (lender), amends and supplements (1) the February 23, 2004 in the original loan amount of \$94,699.00 and filed for record on March 3, 2004, County of De Soto, Mississippi, Book: 1937 Page : 1 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 10767 Oak Cir. N., Olive Branch, Mississippi 38654-4814

SEE ATTACHED EXHIBIT "A"

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 01, 2010** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$96,580.23** 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 **5.500%** from **February 01, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$548.37** beginning on the **First** day of **March 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 01, 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.

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-

LaToya W. Howard (Seal)
LaToya W. Howard Borrower -

Pruitt Wheeler (Seal)
Pruitt Wheeler Borrower -

By: Eric Lammons
Vice President

(Space below This Line for Acknowledgements)

State of Mississippi

County of Marshall

On 02/04/2010 before me, Michael D. Seale

personally appeared LaToya W. Howard and Pruitt Wheeler 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(is), 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.

Pat Watkins
-Witness-

PAT WATKINS
Printed name of Witness

Brandy Oliver
-Witness-

Brandy Oliver
Printed name of Witness

WITNESS my hand and official seal
On the



Michael D Seale
Notary Public

My Commission Expires

(LENDER'S CORPORATE ACKNOWLEDGEMENT)

State of FLORIDA

County of DUVAL

On Feb 6, 2010, before me, Wanda Snow, personally appeared Eric 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.

Witness

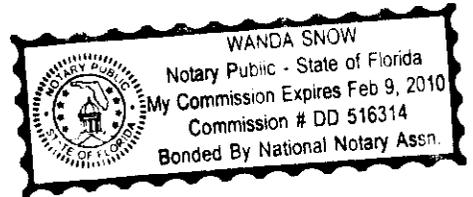
Adam Welch
Print witness name

Elizabeth Sanders
Witness

Elizabeth Sanders
Print witness name

WITNESS my hand and official seal.

Wanda Snow
Notary



Lot 178, Section C, Magnolia Lakes Subdivision, located in Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 68, Pages 35-36, in the office of the Chancery Clerk of DeSoto County, Mississippi.