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JPS

Prepared By: Stephanie Pate
Return To: Branch Banking and Trust Co.
301 College St
Greenville SC, 29601
864-242-9537

BB&T Mortgage Loan No- 6992713761

Mers No. 1003132 0090710000 8

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective April 1, 2011, between Major Cook Jr (Borrower) and Mortgage Electronic Registration Systems Inc.(MERS) ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated 07/14/2009 in the original principal sum of U.S. \$157,003.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 07/20/2009 in Book 3058 Page 294 in the Office of the Registry of Desoto County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

**7853 Tucker Dr
Walls MS 38680**

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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$154,404.25.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$4,942.55 has been added to the indebtedness under the terms of the Note and Security Instrument, as of April 1, 2011 resulting in a total indebtedness due of U.S. \$159,346.80 (the new "Unpaid Principal Balance").

Borrower Initial: M. C.

Co-Borrower Initial: _____

3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 5.250%, from April 1, 2011. The borrower promises to make monthly payments of principal and interest of U.S. \$879.92, beginning on May 1, 2011 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2041 (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 to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

4. 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.
5. 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.
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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower Initial: M. C.

Co-Borrower Initial: _____

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 26th day of March, 2011.

[Signature]
Witness Signature

Chad Greenlee
Witness Printed Name

[Signature]
Witness Signature

Rumunda Dyer
Witness Printed Name

BY: [Signature]
Major Cook Jr

BY: _____
n/a

STATE OF MS)

COUNTY OF Desoto)

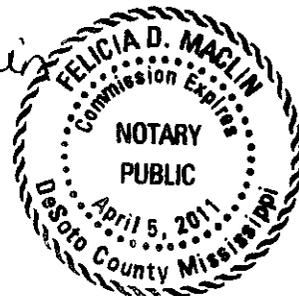
I, Felicia D Maclin, a Notary Public of said county do hereby certify that Major Cook Jr, Borrower(s) personally appeared before me this day and acknowledged the execution of the foregoing AGREEMENT.

The execution thereof SWORN to before me this 26th day of March, 2011.

NOTARY PUBLIC FOR Regions Bank

My Commission Expires: 4/5/2011

[Signature]
Notary Public



BB&T Mortgage Loan No. 6992713761

MERS No. 1003132 0090710000 8

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 1st day of Apr, 20 11.

WITNESSED BY:

Brandi Edwards
Printed Name: Brandi Edwards

Mortgage Electronic Registration Systems, Inc

BY Tiffani Whitmire
Tiffani Whitmire
Assistant Vice President

Kristine Sheline
Printed Name: Kristine Sheline

STATE OF South Carolina)

COUNTY OF Greenville)

I, Sharon Strine, Notary Public of said County, do hereby certify that Tiffani Whitmire Lender/Note Holder, personally appeared before me this day and acknowledged that she is Asst Vice Pres of Mortgage Electronic Registration Systems, Inc, and acknowledge on behalf of the corporation the due execution of the foregoing instrument

SWORN TO BEFORE ME THIS 1st day of Apr, 2011.

My Commission Expires: 12/14/17 Sharon Strine
Notary Public

Notary Public of South Carolina

Commitment No 09060037

DK T BK 3,058 PG 303

File Number 09060037

EXHIBIT A

Lot 181, Section "E", Ranch Meadows PUS, located in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, as recorded in Plat Book 83, Pages 39-40, in the office of the Chancery Clerk of DeSoto County, Mississippi

Property Address
7853 Tucker Drive
Walls, MS 38680

Being the same property conveyed to John Sarter and wife Mary Sarter by Warranty Deed on 05/30/06 from Nelson Green and wife Dorothy Green, and filed for record on 06/01/06 in Book 530, Page 170, in the Chancery Clerks Office of DeSoto County, Mississippi