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RETURN TO:
✶ **Bridgforth & Buntin, PLLC**
5293 Getwell Road
Southaven, MS 38672
2012032736

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Cimarron Mortgage Company No. 7765554
FHA CASE NO. 282-0000137

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of January, 2012, between
Jay K. Mitchell
Latasha Mitchell
9136 Triple Crown Loop E
Southaven, MS 38671

("Borrower") and

Cimarron Mortgage Company
6311 Ridgewood Dr, Suite 400 West
Jackson, MS 39211
(601) 899-1500

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 13, 2002 and recorded in Deed Book 1568, page(s) 478 and re-recorded in Book 1748 at Page 205 and Modified in Book 2197 in Page 684 and Modified in Book 2974 at Page 313 in the Office of the Chancery Clerk, DeSoto County, Mississippi (State), 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 9136 Triple Crown Loop E, Southaven, MS 38671, the real property described being set forth as follows:

Lot 148, Section C, The Highlands at North Creek, situated in Section 17, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 71, Page 5, in the office of the Chancery Clerk of DeSoto County, Mississippi

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, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$121,082.94 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 4.5000%, from January 01, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$613.51, beginning on February 01, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 01, 2042 (the "Maturity Date") the Borrower still owes amounts under the Note and 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 6311 Ridgewood Road, Suite 400 West, Jackson, Mississippi, 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 the terms and provisions thereof, as amended by this Agreement.

(Seal)
 Cimarron Mortgage Company
 By [Signature]
 Robert Parker, Senior Vice President

[Signature]
 Jay K. Mitchell
 Date 1/27/12
[Signature]
 Latasha Mitchell
 Date 1/27/12

STATE OF Mississippi
 COUNTY OF Desoto

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), Jay K. Mitchell and Latasha Mitchell, who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary acts and deed.

Given under my hand and official seal of office, this the 27th day of Jan., 2012.

NOTARY PUBLIC Pamela C. Baker
 My commission Expires May 22, 2014



STATE OF MISSISSIPPI
 COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Robert Parker, who acknowledges that he is the Senior Vice President of Cimarron Mortgage Company, and the she signed and delivered the above foregoing instrument, as the act and deed of Cimarron Mortgage Company, said being authorized to do so.

Given under my hand and official seal, this 8th day of Feb., 2012

NOTARY PUBLIC [Signature]
 Ronnie Greenhagen



Notary Public of Mississippi At Large
 My Commission Expires January 15, 2014
 Bonded Thru Heiden, Brooks & Garland, Inc.

After recording, return to Cimarron Mortgage Company, P. O. Box 12830, Jackson, MS 39236-2830.