

Prepared By: Michelle Holmes  
Return To: EverHome Mortgage  
8100 Nations Way  
Jacksonville, FL 32256

ATTN: BRIANNA FURDES (Space Above This Line For Recording Data)  
800-669-9721

9000580201

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

This Loan Modification Agreement ("Agreement"), made this 4<sup>th</sup> day of June, 2010, between Benton E. Scott and Sharon F. Scott, 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 June 29, 2007, in the original loan amount of \$167,373.00 and filed for record on July 2, 2007, County of Desoto, Mississippi, BK 2,747 PG 563 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 295 Malone Rd S, Hernando, Mississippi, 38632-9107.

the real property described being set forth as follows:

<sup>4</sup> EverBank, successor by merger  
to EverHome Mortgage Company

Lot 3, Malone Road Three Lot Subdivision, located in Section 3, Township 3 South, Range 7 West, as shown on plat of said subdivision of record in Plat Book 42, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

Along with an easement for ingress and egress as shown on the plat of subdivision as recorded in Plat Book 42, Page 13 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 July 1, 2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$168,103.93 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 5.340% from July 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$937.67 beginning on the First day of August 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 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

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(LENDER'S CORPORATE ACKNOWLEDGEMENT)

State of FLORIDA

County of DUVAL

On June 21, 2010, before me, Jami M. Barno, 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.

Jamy Duh  
Witness

BRANKA PETALOVIC  
Print witness name

BRANKA PETALOVIC  
Witness  
Print witness name

WITNESS my hand and official seal.

Jami M Barno  
Notary

