

Prepared By: Jordan Williams  
Return To: EverHome Mortgage  
8100 Nations Way 800-669-9721  
Jacksonville, FL 32256

ATTN: BRITANY FORDE (Space Above This Line For Recording Data)

900055323

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

This Loan Modification Agreement ("Agreement"), made this 5<sup>th</sup> day of May, 2010, between Frederick Heard and Tasha R Heard, 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 30, 2003, in the original loan amount of \$125,454.00 and filed for record on November 6, 2003, County of De Soto, Mississippi, Book 1864, Page 0227 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 6747 Kentbrook Drive, Horn Lake, Mississippi 38637-7391.

the real property described being set forth as follows:

EverBank, successor by merger  
to EverHome Mortgage Company

Lot 235, Section D, Fairfield Meadows, situated in Section 32, Township 1 south, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 80, Pages 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 June 1, 2010 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$118,113.67 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 5.570% from June 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$675.83 beginning on the First day of July 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 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.

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.

\*EverBank, successor by merger to EverHome Mortgage Company

EverHome Mortgage Company (Seal)  
-Lender-

*[Signature]* (Seal)  
Frederick Heard -Borrower-

By: *[Signature]*  
Keith E Lammons, Vice President

*[Signature]* (Seal)  
Tasha R. Heard -Borrower-

(Space Below This Line For Acknowledgements)

State of MS

County of DeSoto

On May 14<sup>th</sup> before me, Mary Virginia Carpenter

Personally appeared **Frederick Heard and Tasha R. Heard** 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 14<sup>th</sup> day of May, 2010

\_\_\_\_\_  
-Witness-  
Tracy Williams  
Printed name of Witness

*[Signature]*  
Notary Public

\_\_\_\_\_  
-Witness-  
Patricia Cannon  
Printed name of Witness

My Commission Expires



(LENDER'S CORPORATE ACKNOWLEDGEMENT)

State of **FLORIDA**

County of **DUVAL**

On May 24, 2010, before me, Snjezana Magazin, 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 *Sana Donkic*

\_\_\_\_\_  
Print witness name *SANA DONKIC*

\_\_\_\_\_  
Witness *Edna Jefferson*

\_\_\_\_\_  
Print witness name *Edna Jefferson*

WITNESS my hand and official seal.

*Snjezana Magazin*  
\_\_\_\_\_  
Notary

