

Loan No. 3210465
FNMA No. 1701949190

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of July, 2008, between Phillip D. Cheek and Lisa A. Cheek ("Borrower") and Trustmark National Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 12, 2006 and recorded as Real Property Instrument Number 276900, Page(s) 1 to 10, in the Office of the Judge of Probate of Shelby County, Alabama 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 241 Ivy Hill Circle, Calera, AL 35040.

The real property being described set forth as follows:

See Exhibit "A" attached

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, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$171,048.25, 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 7.750%, from July 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,648.91, beginning on August 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2038 (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.

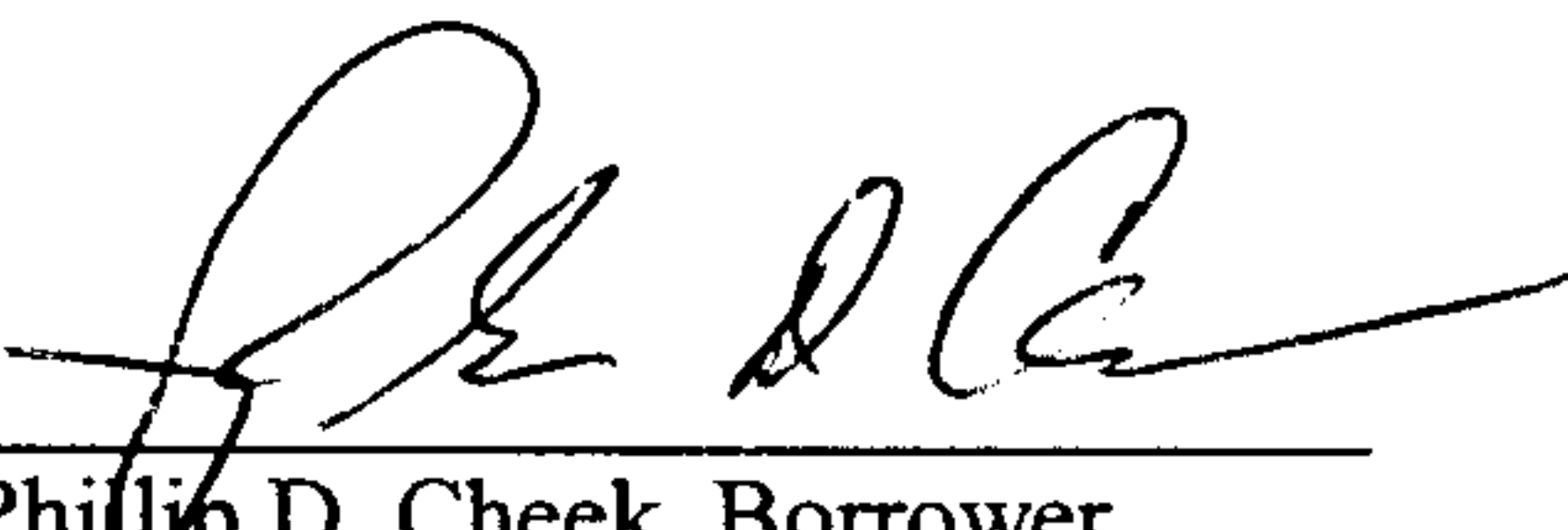
The Borrower will make such payments at 201 Country Place Parkway, Pearl, MS 39208 or at such other place as the Lender may require.


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.


Phillip D. Cheek, Borrower


Lisa A. Cheek, Borrower

TRUSTMARK NATIONAL BANK


By: 
Dorothy E. Watts
Assistant Vice President

STATE OF MISSISSIPPI

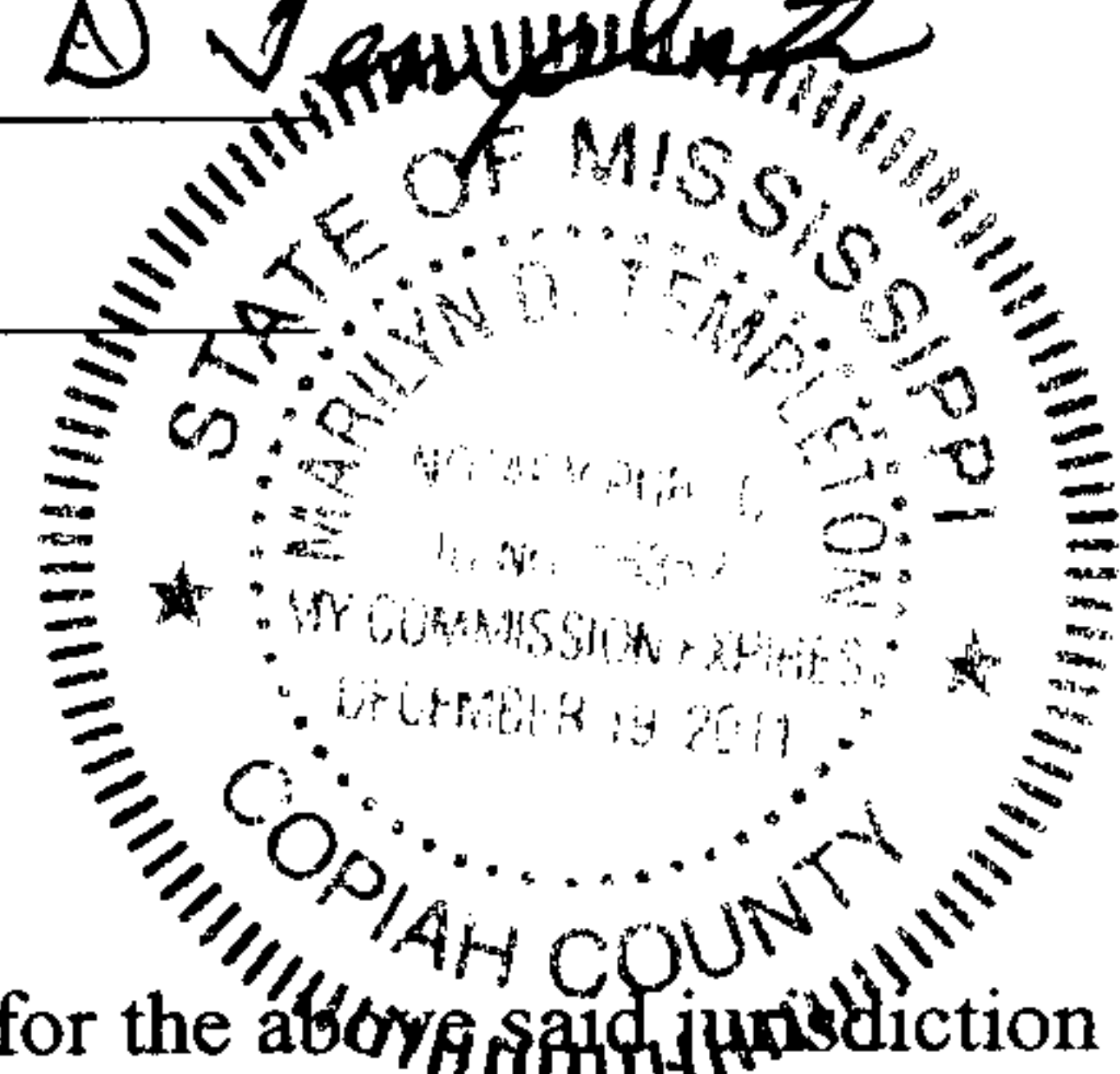
COUNTY OF: Rankin

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Dorothy E. Watts, who acknowledges that she is the Assistant Vice President, of Trustmark National Bank, a National Banking Association, and that she signed and delivered the above foregoing instrument, as the act and deed of said Banking Association, said being duly authorized so to do.

Given under my hand and official seal of office, this the 30th of July, 2008.

NOTARY PUBLIC 

My Commission Expires: _____



STATE OF: ALABAMA

COUNTY OF: Shelby

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), Phillip D. Cheek and Lisa A. Cheek, 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 act and deed.

Given under my hand and official seal of office, this the 23rd of July, 2008.

NOTARY PUBLIC 

My Commission Expires: 07/06/09



Prepared by: Mike Brown -----
After recording, return to:
Trustmark Mortgage
Attn: Mike Brown/Loan Adm.
601-208-7749
201 Country Place Parkway
Pearl, MS 39208

Exhibit "A"

Lot 184, according to the plat of Old Ivy Subdivision, Phase I, being a resurvey of portions of Lots 22 - 32 Tract Fifty One Subdivision, Parcel "B", recorded in Map Book 11, Page 26, all situated in the Southwest 1/4 of Section 14 and the Northwest 1/4 of Section 23, Township 22 South, Range 2 West, in the Office of the Judge of Probate of Shelby County, Alabama, as recorded in Map Book 35, Page 43a and 43b, and as amended in the Amended Map of Old Ivy Subdivision, Phase I, recorded in Map Book 36, Page 5a and 5b, in the Office of the Judge of Probate of Shelby County, Alabama