

BK 1549 PG 0094

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PREPARED BY:
MOSS, CODILIS ET AL
6560 Greenwood Plaza Boulevard, Suite 550
Englewood, CO 80111
Preparer: Brandi Novosad- Loss Mitigation

Loan No. 0104456850

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made **July 25, 2002**, between **Jacqueline S. Beason**, "Borrower(s)", residing at 1310 Vicksburg, Southaven, Mississippi, 38671, and **Aurora Loan Services, Inc. ("Lender")** and **Mortgage Electronic Registration Systems, Inc.** as nominee for Lender with offices at 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706, current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated May 22, 1998, made in the amount of \$64,366.00, and (2) the Security Instrument dated May 22, 1998, and recorded May 27, 1998, in Book 1001, Page 0382, and Re-recorded on June 3, 1998, in Book 1004, Page 0162 in the official records of DeSoto County which covers the real property described in said Security Instrument, located at: 1310 Vicksburg, Southaven, Mississippi 38671 ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Tax ID#: 1086-1403.0 00129.00

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 **August 1, 2002**, the amount payable under the Note and the Security Instrument is **\$62,185.46** ("Unpaid Principal Balance"). 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, costs and expenses in the total amount of **\$5,119.36** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **310** months. When payments resume on **September 1, 2002**, the New Unpaid principal Balance will be **\$67,304.82**.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.300%** from **August 1, 2002**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$483.15** (this figure does not include tax and insurance amounts) beginning **September 1, 2002**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **June 1, 2028**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

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Borrower(s) shall make the monthly payments described herein at Aurora Loan Services, Inc., 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

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BORROWER(S):

Jacqueline S. Beason
Jacqueline S. Beason

Wanda Herron
WITNESS SIGNATURE
(PRINT NAME) Wanda Herron

Wanda Herron
WITNESS SIGNATURE
(PRINT NAME) Wanda Herron

STATE OF Mississippi)

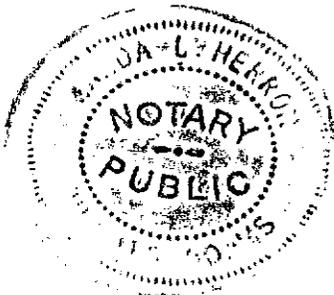
COUNTY OF DeSoto)

On this 29th day of July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline S. Beason 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.

Wanda Herron
Signature of Notary

My Commission Expires: My Commission Expires August 16, 2003



AURORA LOAN SERVICES, INC., LENDER

BY: [Signature]
Richard T. Martin
TITLE: Senior Vice President

[Signature]
WITNESS SIGNATURE
(PRINT NAME) Lynn M Sacco

(CORPORATE SEAL)



[Signature]
WITNESS SIGNATURE
(PRINT NAME) Beverly D marcus

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE LENDER

BY: [Signature]
Michael H. Headen Sr.
TITLE: Vice President

[Signature]
WITNESS SIGNATURE
(PRINT NAME) Deborah K Dated

(CORPORATE SEAL)



[Signature]
WITNESS SIGNATURE
(PRINT NAME) MIRALEEK VASQUEZ

STATE OF NEBRASKA)

COUNTY OF SCOTTS BLUFF)

On this 5 day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Richard T. Martin**, Senior Vice President AURORA LOAN SERVICES, INC., LENDER and **Michael H. Headen Sr.**, Vice President MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LENDER,

✓ 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 signatures(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.

[Signature]
Signature of Notary

My Commission Expires: July 9, 2003

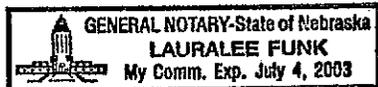


EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN
THE COUNTY OF DESOTO, STATE OF MISSISSIPPI,
TOGETHER WITH ALL IMPROVEMENTS AND
APPURTENANCES THEREON MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

LOT 129, SECTION A, SOUTHAVEN SUBDIVISION, IN
SECTION 14, TOWNSHIP 1 SOUTH, RANGE 8 WEST,
DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 2, PAGES 4-5, IN THE
OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY,
MISSISSIPPI.



U11393283-010R05

LOAN MODIF AGREE

REF# 20172845

US Recordings