

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: **CATHY CHACON**
CLD Deficiency Department
DOC. ID#: **000261308162005N**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

This Loan Modification Agreement (the "Agreement"), made this **8th** day of **November**, **2004** between **CHRISTOPHER M BENNETT, AND JENNIFER S BENNETT**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender"), amends and supplements that certain **DEED OF TRUST** between, **COUNTRYWIDE HOME LOANS, INC.**, and **CHRISTOPHER M BENNETT, AND JENNIFER S BENNETT**, dated **June 13, 2003** and recorded on **June 19, 2003** as **Book Number 1747, Page Number 300** in the Official Records of the **DESOTO** County, State of **MISSISSIPPI** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**7472 CHIPPEDELL DRIVE
SOUTHAVEN, MS 38671**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO COMPLETE THE NOTARY SECTION OF THE DEED OF TRUST ON PAGE 5 OF 5**

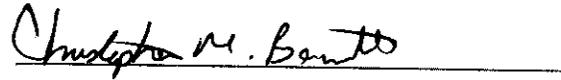
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Countrywide Home Loans, Inc.

A handwritten signature in cursive script, appearing to read "Tracy Schreiner", written over a horizontal line.

By: Tracy Schreiner
Its: Assistant Vice President

A handwritten signature in cursive script, appearing to read "Christopher M. Bennett", written over a horizontal line.

CHRISTOPHER M BENNETT

A handwritten signature in cursive script, appearing to read "Jennifer S. Bennett", written over a horizontal line.

JENNIFER S BENNETT

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

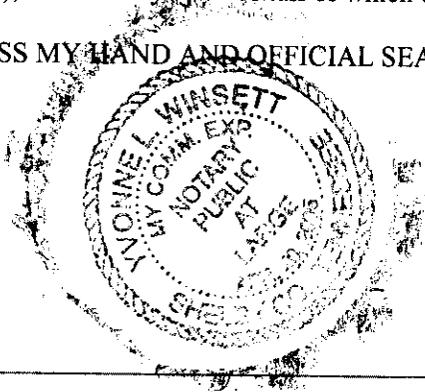
STATE OF Tennessee)
)
COUNTY OF Shelby) SS.
)

On this 12th Day of November 2004, BEFORE ME,
Yvonne L. Winsett
(Notary Public)

personally appeared, **CHRISTOPHER M BENNETT, AND JENNIFER S BENNETT**, 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 foregoing 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

(SEAL)

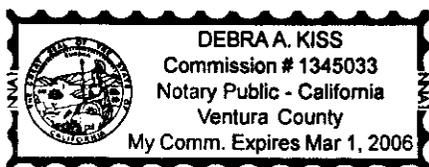


Yvonne L. Winsett
Notary Public
Commission Expires: 4/20/05

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 8th day of December 2004, before me, **Debra A. Kiss**, Notary Public, personally appeared **Tracy Schreiner**, **Assistant Vice President** for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

Debra A. Kiss
Notary Public

Commission Expires: _____

March 01, 2006