

me
mc 1/31/06 11:10:37
BK 2,401 PG 671
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

When Recorded Return To: MOD 1
First American Title Company NPG
P.O. Box 27670
Santa Ana, CA 92799 2669806
Attn: Loss Mitigation Title Services

Prepared by: Michelle Gray
After Recording Return to:
Midland Mortgage Co.
999 NW Grand Blvd, Suite 100
Oklahoma City, OK 73118-6116
(405) 426 - 1000

EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made this 20th day of Dec, 2005 between CHRISTOPHER B RUBLE, Midfirst Bank and Mortgage Electronics Registration Systems, Inc, as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 (hereinafter referred to as "Mortgagee") amends and supplements (1) Deed of Trust as a Modified Debt (the "Security Instrument") and (2) the Note secured by the Security Instrument and defined therein as the "Property" located at:

Lot 24, Section A, Magnolia Woods Subdivision, located in Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof of record in Plat Book 55, Pages 24-25, in the Chancery Court Clerk's office of DeSoto County, Mississippi.

Parcel #1067-3526.0-00024.00

6563 GRANT COVE, OLIVE BRANCH, MS 38654

And recorded in Book 964, at Page 14 in the Office of the Chancery Clerk of Desoto County, Mississippi.

In consideration of thee mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of date of new note, the amount payable under the Note and Security Instrument (the "Modified Principal Balance") in U.S. \$85,379.90 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 Modified Principal Balance, plus interest, to the order of the Lender. The interest rate will be 7.600% as of December 01, 2005. Monthly installments of principal and interest of \$602.85 and escrow payment of \$183.81, for a total payment of \$786.66 will commence on the first day of January, 2006, and continue on the same day of each month thereafter until interest and principal is paid in full on December 01, 2035 (Maturity Date). Escrow payments are subject to change.

3. If all or any part of the Property or any interest in it is sold or transferred 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 without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, 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.
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.

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

Christopher B. Ruble
CHRISTOPHER B RUBLE

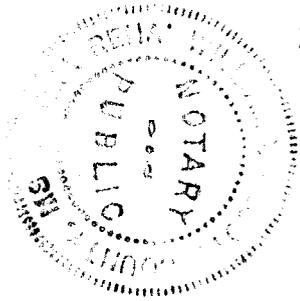
STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, Tina R. Williams, the undersigned Notary Public, in and for the State and County, hereby certify that CHRISTOPHER B RUBLE acknowledged before me on this day that being informed of the contents of this agreement, executed the same voluntarily on this date.

Given under my hand and notarial seal on this the 20th day of December, 2005.

Tina Rena Williams
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



MIDFIRST BANK

BY: _____

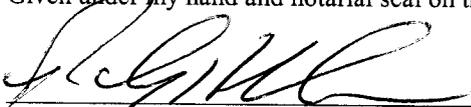
Craig Parker
Its Vice President

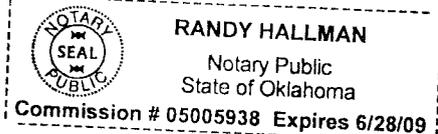


STATE OF OKLAHOMA
COUNTY OF OKLA

Personally appeared before me, Randy Hallman, the undersigned Notary Public, in and for the State and County, hereby certify that Craig Parker, whose named as Vice President of Midfirst Bank, acknowledged before me on this day that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for Midfirst Bank on this date.

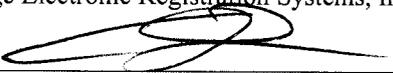
Given under my hand and notarial seal on this the 29 day of Dec, 2005


NOTARY PUBLIC - RANDY HALLMAN
MY COMMISSION EXPIRES: 6/28/09



Mortgage Electronic Registration Systems, Inc

BY:



Craig Parker
Its Vice President

STATE OF OKLAHOMA
COUNTY OF OKLA

Personally appeared before me, Randy Hallman, the undersigned Notary Public, in and for the State and County, hereby certify that Craig Parker, whose named as Vice President of Mortgage Electronic Registration Systems, Inc, acknowledged before me on this day that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for Mortgage Electronic Registration Systems, Inc on this date.

Given under my hand and notarial seal on this the 29 day of Dec, 2005


NOTARY PUBLIC - RANDY HALLMAN
MY COMMISSION EXPIRES: 6/28/09

