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NovaStar Mortgage, Inc.
8140 Ward Parkway, Suite 300
Kansas City, MO 64114
Attn: Special Loans Department
Prepared by: Jacqueline Manley



1623156

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective 9/26/05, between **HERNETT MCKINNEY AND BRIAN MCKINNEY** ("Borrower") and **NOVASTAR MORTGAGE, INC.** ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated **February 8, 2005**, in the original principal sum of U.S. **\$229,500.00**, and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on **February 16, 2005** as **Book 2,160 and Page 704-716** in **De Soto County, Mississippi**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **1076 Double Shovel Drive, Hernando, Mississippi 38632** That real property is described as follows:

LOT 7, SECOND REVISION SHORT FORK FARMS IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 38-44, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. The Borrower promises to make monthly payments as stated in the Note. If on **May 1, 2035** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **P.O. Box 808911, Kansas City, MO 64184-8911** or at such other place as the Lender may require.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the underlying debt has been discharged as a result of a prior bankruptcy proceeding, NovaStar Mortgage hereby acknowledges that it is not assessing personal liability for the debt to the borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the security instrument.

Docx top

2

9/26/05
Date

[Signature]
HERNETT MCKINNEY

-Borrower

9-26-05
Date

[Signature]
BRIAN MCKINNEY

-Borrower

11/16/05
Date

[Signature]
RONDA SCHRADER, VICE PRESIDENT
By: NOVASTAR MORTGAGE, INC.

-Lender

[Signature]
Witness- for "borrower(s)"

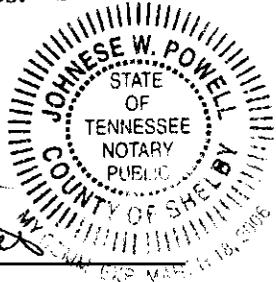
Witness- for "borrower(s)"

Tennessee
STATE OF ~~MISSISSIPPI~~

County ss: Shelby

On this 26 day of September, 2005, before me, a Notary Public for the State of ~~Mississippi~~, personally appeared Hernett McKinney and Brian McKinney to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My Commission expires: 3-18-2006



[Signature]
Notary Public for ~~Mississippi~~ TN

Residing at _____ County, ~~Mississippi~~ TN

[Signature]
Witness

[Signature]
Witness

STATE OF MISSOURI, Jackson County ss:

On this 16 day of NOV. 2005, before me, a Notary Public for the State of Missouri, personally appeared RONDA SCHRADER, VICE PRESIDENT FOR NOVASTAR MORTGAGE, INC known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My Commission expires: 9/22/07

[Signature]
Notary Public for Missouri

Residing at Jackson County, Missouri

