

PREPARED BY: EVANGELINA CARRILLO
ADDRESS: 3 FIRST AMERICAN WAY
SANTA ANA, CA. 92707
PHONE NO.: (714-) 800-4176

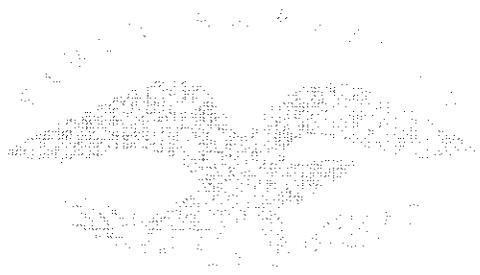
EXTENSION AND MODIFICATION AGREEMENT

When recorded mail to:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: MOD DEPT.

State: MISSISSIPPI
County: DESOTO

ORDER#: 2773442



Prepared by: **Monica Brown**

After Recording Return to: *MPG*

First American Title

3 First American Way

Santa Ana, CA 92707

2773442

EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made **May 15, 2006**, between **KEYVY L HOGGS AND TARCHAR HOGGS** and 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 44, "A", Kingston Estates, located in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 38, Page 13, in the office of the Chancery Court Clerk of DeSoto County, Mississippi

Parcel #1088280100004400

7145 BRANDEE DR, HORN LAKE, MS 38637-1076

And recorded in Book 1156, at Page 426 in the Office of the Chancery Clerk of **DESOTO** County, Mississippi. *ORIGINAL LOAN AMOUNT \$87,455.00 RECORDED 10-13-99*

In consideration of these 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 date of new note, the amount payable under the Note and Security Instrument (the "Modified Principal Balance") in U.S. **\$90,649.59** 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 **6.500%** as of **March 01, 2006**. Monthly installments of principal and interest of **\$580.01** and escrow payment of **\$188.48**, for a total payment of **\$768.49** will commence on the first day of **APRIL 2006**, and continue on the same day of each month thereafter until interest and principal is paid in full on **February 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.

MMC Loan # 50750175

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.

I, , AM EXECUTING THIS DEED OF TRUST SOLELY TO SUBJECT THE PROPERTY HEREIN TO THE LIEN OF THE DEED OF TRUST. I AM UNDERTAKING NO PERSONAL RESPONSIBILITY FOR THE PAYMENT OF THE DEBT SECURED HEREBY.

MMC Loan # 50750175

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

Key L Hoggs
KEYV L HOGGS

Tarchar Hoggs
TARCHAR HOGGS

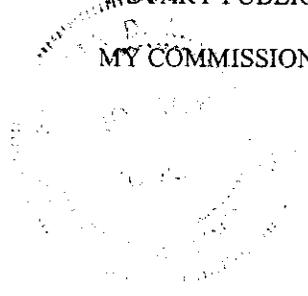
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, Felicia Maclin, the undersigned Notary Public, in and for the State and County, hereby certify that **KEYV L HOGGS AND TARCHAR HOGGS** 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 7th day of June, 2006

Felicia Maclin
NOTARY PUBLIC

MY COMMISSION EXPIRES: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 14, 2007



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MIDFIRST BANK

BY:

[Signature]
Kevin Osuna
Its Vice President

STATE OF OKLAHOMA

COUNTY OF Ottawa

Personally appeared before me, Lorlee Bradley, the undersigned Notary Public, in and for the State and County, hereby certify that Kevin Osuna, 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 14th day of June, 2006

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/28/09



MMC Loan # 50750175

Mortgage Electronic Registration Systems, Inc

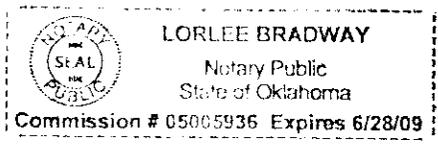
BY: [Signature]
Kevin Osuna
Its Vice President

STATE OF OKLAHOMA
COUNTY OF Ottawa

Personally appeared before me, Lorlee Bradway, the undersigned Notary Public, in and for the State and County, hereby certify that Kevin Osuna, 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 14th day of June, 2006

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/28/09



MMC Loan # 50750175