

Prepared by: Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201

Recording Requested By and Return To:
WALTER MORTGAGE COMPANY
BARBARA J. THOMAS
6331 BOULEVARD 26, # 280
N. RICHLAND HILLS, TX 76180

Loan No: 11129
Borrower: DAVID L. RINES

Data ID: 462

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made August 25, 2006, between DAVID L. RINES AND HIS WIFE, LAURIE J. RINES ("Borrower") and WALTER MORTGAGE COMPANY a Corporation, 6331 GRAPEVINE HWY, SUITE 280 N RICHLAND HILLS, TX 76180 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument"), dated March 20, 2006, recorded in BK 2434; PG 392 of the Official Records in the County Recorder's or Clerk's Office of DE SOTO COUNTY, MISSISSIPPI and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 11000 & 11018 HORSESHOE BEND, HERNANDO, MISSISSIPPI 38632, the real property described being set forth as follows:

LOTS 274 AND 275, IN SECTION B, CHICKASA W BLUFF LAKES SUBDIVISION, AS SHOWN ON PLAT APPEARING OF RECORD IN PLAT BOOK 6, PAGES 29-34, LOCATED IN SECTION 7 AND 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

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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. The Note shall be amended to read as follows on Exhibit A, attached hereto and incorporated herein for all purposes.
2. The Security Instrument shall be amended to reflect the Note amount of \$119,205.00 and a maturity date of September 1, 2036.
3. 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 the 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.

David L. Rines(Seal)
 DAVID L. RINES —Borrower

Laurie J. Rines(Seal)
 LAURIE J. RINES —Borrower

Lender:

WALTER MORTGAGE COMPANY

By: *O.T. W.A.*

Its: *Vice President*
 (Printed Name and Title)

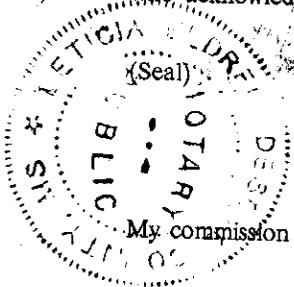
Loan No: 11129

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- Individual Acknowledgment -

STATE OF §
COUNTY OF DE SOTO §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of September, 2006, within my jurisdiction, the within named DAVID L. RINES AND LAURIE J. RINES who acknowledged that they executed the above and foregoing instrument.



Leticia Eldred
Notary Public

Leticia Eldred
(Printed Name)

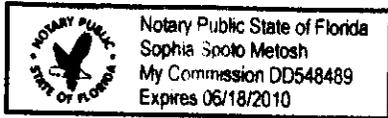
My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 5, 2010
BONDED THROUGH STEGALL NOTARY SERVICE

- Lender Acknowledgment -

STATE OF Florida §
COUNTY OF Hillsborough §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of September, 2006, within my jurisdiction, the within named C.T. Witherington, who acknowledged that he/she is Vice President of WALTER MORTGAGE COMPANY, A Delaware Corporation, and that for and on behalf of the said entity, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

[Seal]



Sophia Spoto Metosh
Notary Public

My commission expires: _____
(Printed Name)

Loan No: 11129
Borrower: DAVID L. RINES

BK 2,569 PG 407
Data ID: 462

EXHIBIT "A"

Fixed Rate Note, dated March 20, 2006, in the original principal sum of \$119,205.00 attached hereto.

Modification

Loan No: 11129
 Borrower: DAVID L. RINES

Data ID: 462

NOTE

March 20, 2006

HERNANDO
 [City]

MISSISSIPPI
 [State]

11000 & 11018 HORSESHOE BEND
 HERNANDO, MISSISSIPPI 38632

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **119,205.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WALTER MORTGAGE COMPANY. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **8.990%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on **October 1, 2006**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **September 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 6331 BOULEVARD 26, #280, N. RICHLAND HILLS, TEXAS 76180 or at a different place if required by the Note Holder.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Modified by Middleberg, Riddle & Gianna

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INITIALS: DR AR

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 958.29.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option and as permitted by law, assess a prepayment penalty of 3.00% of the amount prepaid in the first year (12 month period), 2.00% in the second year, and 1.00% in the third year.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be the greater of U.S. \$5.00 or 4.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of 15.00% of the sums due under this Note or the amount allowable under applicable state law.

INITIALS: 29.2 JK

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7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

INITIALS:

Loan No: 11129

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[Sign Original Only]

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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