

12/22/06 9:16:46  
BK 2.630 PG 532  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**Chase Home Finance LLC**

3415 Vision Drive

Columbus, Ohio 43219

Prepared by Marlene Taylor

Re: 1992008779

FHA: 283-0154554-796

1-800-446-8939

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3082910*  
Attn: National Recordings 1120

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of November, 2006, between **JEFFREY S. SHORT**, and **MELANIE P. SHORT**, 1857 WEST WHITEHEAD DRIVE, SOUTHAVEN, MISSISSIPPI 38671 ("Borrower") and Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation 3415 Vision Drive, Columbus, Ohio 43219 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to First Commercial Mortgage Company, dated April 21, 1997, and recorded in Volume 906, at Page 661, on May 15, 1997, of the Records of DESOTO County, and subsequently assigned to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation of the Records of DESOTO County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1857 WEST WHITEHEAD DRIVE, SOUTHAVEN, MISSISSIPPI 38671, with the original principal balance U.S. \$65,800.00, and the principal balance before the loan modification being U.S. \$59,142.93, the real property described being set forth as follows:

**LOT 873, SECTION "C", SOUTHAVEN SUBDIVISION, IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 19-22, IN THE OFFICE OF THE CHANCERY OF DESOTO COUNTY, MISSISSIPPI.**

**A. P. NO.: 1-08-6-23-10-0-00873-00**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of November 1, 2006, the amount payable under the Loan Documents is U.S. \$64,244.67 consisting of the old principal balance in the amount of \$59,142.93 and the amount capitalized in the amount of 5,101.74.
2. The Maturity Date of the above referenced Note has not been amended from May 01, 2027.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:
  - (a) The rate of 7.950% for the payments due from December 1, 2006 through and including May 01, 2027.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
  - (a) Monthly payments of \$530.07 for the payments due from December 1, 2006 through and including May 01, 2027. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

**The Borrower will make such payments at P.O. Box 78420, Phoenix, Arizona 85062-8420, or at such other place as the Lender may require.**

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and 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 Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

Michelle Johnson  
Witness 1 Signature

Michelle Johnson  
Printed Name of Witness

Angela Williams  
Witness 2 Signature

Angela Williams  
Printed Name of Witness

Jeffrey S. Short  
JEFFREY S. SHORT

Michelle Johnson  
Witness 1 Signature

Michelle Johnson  
Printed Name of Witness

Angela Williams  
Witness 2 Signature

Angela Williams  
Printed Name of Witness

Melanie P. Short  
MELANIE P. SHORT

ACKNOWLEDGEMENT

STATE OF Mississippi  
COUNTY OF De Soto

Before me, a Notary Public, in and for said County, personally appeared the above named **JEFFREY S. SHORT** who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Southaven, MS, this 2 day of November, 2008.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Dec 22, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Susan B. Gant  
Notary Public

My commission expires: \_\_\_\_\_



STATE OF Mississippi  
COUNTY OF De Soto

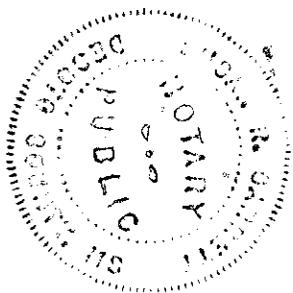
Before me, a Notary Public, in and for said County, personally appeared the above named **MELANIE P. SHORT** who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Southaven, MS, this 2 day of November, 2008.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Dec 22, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Susan B. Gant  
Notary Public

My commission expires: \_\_\_\_\_



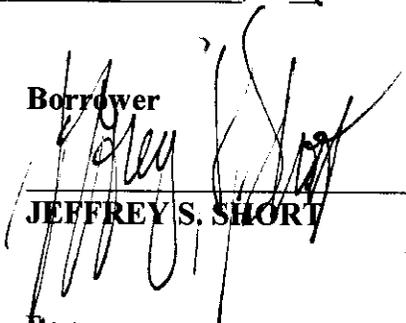
**ADDENDUM**

This Addendum is made a part of the Loan Modification Agreement entered into between Chase Home Finance LLC, successor by merger to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation (the "Lender") **JEFFREY S. SHORT**, and **MELANIE P. SHORT**, (Borrower") dated the First day of November, 2006 (the "Loan Modification Agreement").

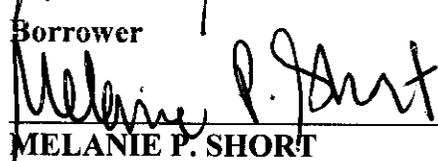
Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this 1<sup>st</sup> day of Nov, 2006.

Borrower

  
\_\_\_\_\_  
**JEFFREY S. SHORT**

Borrower

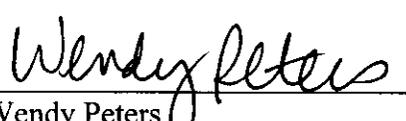
  
\_\_\_\_\_  
**MELANIE P. SHORT**

Lender

Chase Home Finance LLC, successor  
by merger to Chase Manhattan Mortgage Corporation

By: Wendy Peters, Assistant Vice President

Name:

  
\_\_\_\_\_  
Wendy Peters

STATE OF Mississippi  
COUNTY OF DeSoto

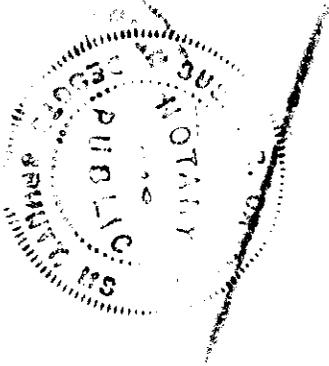
Before me, a Notary Public, in and for said County, personally appeared the above named **JEFFREY S. SHORT**, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Southaven, MS, this 2 day of November, 2006.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LAW  
MY COMMISSION EXPIRES: Dec 22, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITER

Susan B. Garrett  
Notary Public

My commission expires: \_\_\_\_\_



STATE OF Mississippi  
COUNTY OF DeSoto

Before me, a Notary Public, in and for said County, personally appeared the above named **MELANIE P. SHORT**, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed,

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Southaven, MS, this 2 day of November, 2006.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LAW  
MY COMMISSION EXPIRES: Dec 22, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITER

Susan B. Garrett  
Notary Public

My commission expires: \_\_\_\_\_



STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 2 day of November, 2002.



Susan R. Garrett  
Notary Public

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE**  
**MY COMMISSION EXPIRES: Dec 27, 2005**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Chase Home Finance LLC, successor by merger to  
Chase Manhattan Mortgage Corporation

Brandi Powere  
Witness 1 Signature

Wendy Peters  
Wendy Peters  
Assistant Vice President

Brandi Powell  
Printed Name of Witness

Angela Shelton  
Witness 2 Signature

Angela Shelton  
Printed Name of Witness

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 27th day of December, 2006



Danny P. Madden  
Notary Public, State of Ohio  
My Commission Expires 11-04-2010

Danny P. Madden  
Notary Public

My commission expires: \_\_\_\_\_

## EXHIBIT DOCUMENT CORRECTION AGREEMENT

### AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL

**DOCUMENTATION OR FEES:** In consideration of **Lender** disbursing funds for the closing of the **Loan** secured by the **Property** being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any **Loan** documents, Borrower (s) agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the **Loan**, upon request of the **Lender**, **Borrower(s)** will comply with **Lenders** request to execute, acknowledge, initial and delivery to **Lender** any documentation **Lender** deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If the original promissory note is replaced, the **Lender** hereby indemnified the **Borrower(s)** shall be referred to as "Replacement Documents". **Borrower(s)** agrees to deliver the Replacement Documents within ten (10) days after receipt by **Borrower(s)** of a written request for such replacement. **Borrower(s)** also agrees that upon request **Borrower(s)** will supply additional amounts and/or pay to **Lender** any additional sum previously disclosed to **Borrower(s)** as a cost or fee associated with the **Loan**, which for whatever reason was not collected at closing.

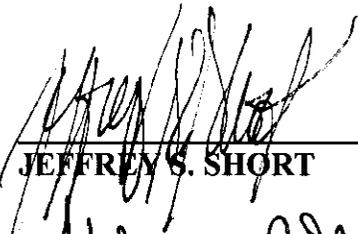
**REQUEST BY LENDER:** Any request; under this Agreement may be made by the **Lender**, (including assignees and persons acting on behalf of the **Lender**) or **Settlement Agent**, and shall be prima facie evidence of the necessity for same. A written statement addressed to **Borrower(s)** at the address indicated in the **Loan** documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

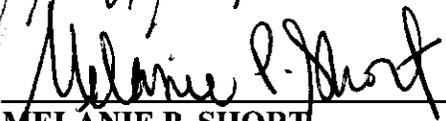
### FAILURE TO DELIVER REPLACEMENT DOCUMENTS CAN CONSTITUTE

**DEFAULT:** If the **Loan** is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), **Borrower(s)** failure or refusal to comply with the terms of the correction request May constitute a default under the note and/or deed of trust, any may give **Lender** the option of declaring all sums secured by the **Loan** documents immediately due and payable.

**BORROWER LIABILITY:** If **Borrower(s)** fails or refuses to execute, acknowledge, initial and delivery the Replacement Documents or provide the Additional Documents or Fees to **Lender** more than (10) days after being requested to do so by **Lender**, and understanding that **Lender** is relying on these representations, **Borrower(s)** agree(s) to be liable for any and all loss or damage which **Lender** reasonable sustains thereby, including, but not limited to all reasonable attorney's fees and costs incurred by **Lender**.

**This agreement shall survive the closing of the Loan, and insure to the benefit of the Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).**

  
\_\_\_\_\_  
JEFFREY S. SHORT

  
\_\_\_\_\_  
MELANIE P. SHORT

 SHORT  
 11057281 MS  
 FIRST AMERICAN LENDERS ADVANTAGE  
 MODIFICATION AGREEMENT  
