

8/28/07 8:30:20  
BK 2,779 PG 649  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Record and Return to:  
Mortgage Services  
PO Box 5449  
Mt. Laurel, NJ 08054-9909  
Floss Gedling (Mail Stop - DC)  
(877)766-8244

-----[Space Above This Line for Recording Data]-----  
MIN: 10002000039645515

LOAN # 0039645551

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), is made this 9<sup>TH</sup> day of April 2007, between Randy S Ford and Thea Ford (obligor) whose address is 6337 Moondance Cove, Olive Branch, MS 38654 and Cartus Home Loans (fka Cendant Mortgage)(Lender), whose address is 3000 Leadenhall Road, Mount Laurel, New Jersey 08054, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") October 13, 2006 and recorded on 10/23/06 Instrument # DOCKET T, BK 2589 in the records of DeSotoCounty, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers real estate and personal property described in the Security Instrument and defined therein as the "Property", located at is 6337 Moondance Cove, Olive Branch, MS 38654 the real property described and being set forth as following: (See attached legal description) \* PG 285.

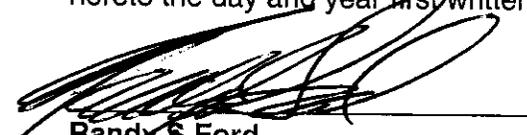
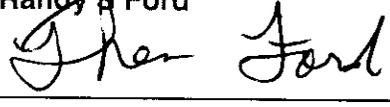
"MERS" is a Mortgage Electronic Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgage under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48504-2026, tel. (888)679-MERS."

***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. At time of Closing, Interest Rate on said Note/Mortgage reflected 4.616% that Rate is hereby amended to reflect new Interest Rate of 4.533%. Monthly Principal & Interest payment is hereby changed from \$1,643.53 to the new amount of \$1,627.68**
- 2. Obligors hereby release and give up any and all claims and rights which they may have against Cartus Home Loans (fka Cendant Mortgage) as related to the correction of the: Interest Rate and Principal & Interest payment.**
- 3. Nothing herein contained shall in any way impair the security now held for the obligations or any other security or obligations between the Obligors and Cartus Home Loans (fka Cendant Mortgage)**

4. Cartus Home Loans (fka Cendant Mortgage), failure to exercise its rights under the Agreement shall not constitute a waiver thereof.
5. Any part of this Agreement contrary to the law of any state having jurisdiction shall not invalidate any other part of this Agreement or any other agreement between the parties, in that state.
6. Nothing contained in the Agreement shall in any way impair the security now held for the indebtedness represented by the Note, or any other security or indebtedness between the obligor and Cartus Home Loans (fka Cendant Mortgage). The Obligors agree to the modification of terms as herein above stated for themselves, their successors and assigns and their executors, administrators.
7. All the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or caused these presents to be signed by the proper corporate officers and corporate seals affixed hereto the day and year first written above.

  
 Randy S Ford  
  
 Thea Ford

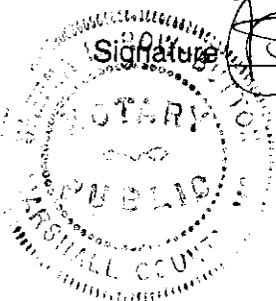
State OF Mississippi

COUNTY OF Marshall :

On this 16 day of April, in the year 2007, before me Shera Row Bottom, personally appeared Randy S Ford and Thea Ford personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

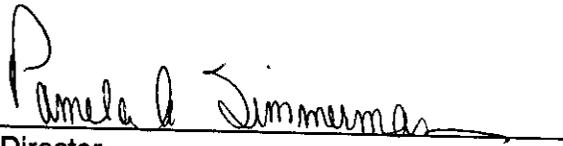
  
 Notary Public



MISSISSIPPI STATEWIDE NOTARY PUBLIC  
 MY COMMISSION EXPIRES APRIL 24, 2009  
 BONDED THRU STEGALL NOTARY SERVICE



ASSISTANT SECRETARY  
Nancy E Davis

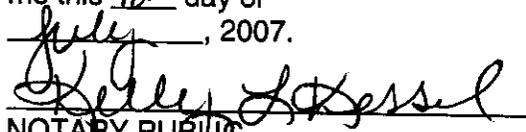


Director  
Pamela A Simmerman

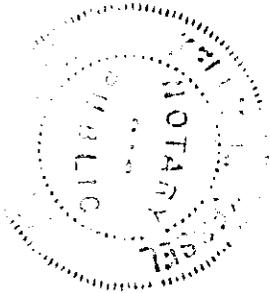
I CERTIFY that on 18<sup>th</sup> day of July, 2007, Nancy E. Davis, personally came before me and this person acknowledged ~~under oath~~ to my satisfaction, that:

- (a) This person is an Assistant Secretary Cartus Home Loans (fka Cendant Mortgage), the Corporation named in this Agreement.
- (b) This person is the attesting witness to the signing of the Agreement by the proper corporate office who is Pamela A Simmerman, a Director of the corporation;
- (c) This Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of it's Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this agreement; and
- (e) This person signed this proof to attest the truth of these facts.

Signed and sworn to  
me this 18<sup>th</sup> day of  
July, 2007.

  
NOTARY PUBLIC

**KELLY L. KESSEL**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 13, 2011



**LEGAL DESCRIPTION**

**ACCT. #399645551**

**LOT 96, CHEROKEE TRAIL,  
FIRST ADDITION, PART OF  
CHEROKEE VALLEY, P.U.D.,  
SITUATED IN SECITON 31,  
TOWNSHIP 1 SOUTH, RANGE 6  
WEST, DESOTO COUNTY,  
MISSISSIPPI, AS PER PLAT  
THEREOF RECORDED IN PLAT  
BOOK 95, PAGE 12, CHANCERY  
CLERK'S OFFICE, DESOTO  
COUNTY, MISSISSIPPI**