7/03/09 10:28:50
DK T BK 3,052 PG 420
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

When recorded mail to: **MPG**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120
5173160

Prepared By:
Patricia Edwards
MidFirst Bank
999 NW Grand Blvd. Suite 100
Oklahoma City, OK 73118-6116
1800-552-3000

Please cross-reference to: Deed Book **1210**, Page **0450**, **DESOTO** County, State of Mississippi.

40796726

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this **June 03, 2009** between **JOHN A EMERY, SINGLE,** (referred to jointly and severally as "Borrower") and MidFirst Bank, located at 999 NW Grand Blvd, Suite 100, Oklahoma City, OK 73118 its successors and assigns ("Lender") and **Mortgage Electronic 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") renews, amends, supplements, and extends (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") recorded **May 05, 2000** in Book **1210**, page **0450**, in **DESOTO** County, **Mississippi**, and (2) the Note, in the original principal amount of U.S. **$106,288.00**, bearing the same date as and secured by, the Security Instrument (and other loan documents typically referred to as "addenda" or "riders" (collectively referred to herein as the "Loan Documents"), which covers the real and personal property described in the Security Instrument, and defined therein as the "Property," located at **6817 CHARLOTTE DR, OLIVE BRANCH, MS 38654-1701**, the legal description of the Property being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

Parcel #1068341410006200

(herein defined as "Property").

Capitalized Amount: $7,371.04

gm

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Borrower now desires to extend or rearrange the time and/or manner of repayment or payment of the Note and to extend and carry forward the lien(s) on the Property, whether created by the Security Instrument or otherwise. Lender, the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at the request of the Borrower to extend or rearrange the time and manner of payment of the Note.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify, renew and extend the Note and Security Instrument and any other Loan Documents, as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument or other Loan Documents):

1. Acknowledgement of Modified Principal Balance: Borrower acknowledges that as of **June 1, 2009**, the total amount payable under the Note and the Security Instrument is U.S. **$118,684.63**, consisting of the unpaid principal balance of **$111,313.59**, plus accrued unpaid interest of **$5,438.16**, escrow shortage (consisting of unpaid hazard insurance, taxes and/or mortgage insurance premiums) of **$1,418.17,** and certain outstanding foreclosure legal fees and costs of **$514.71** (collectively referred to as "Modified Principal Balance"). The Borrower hereby renews, extends and promises to pay the Modified Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Modified Principal Balance until the full amount of the Modified Principal Balance has been paid in accordance with the terms and conditions of the Note and other Loan Documents.
2. Monthly Payment Amount, Timing of Payment, and Maturity Date:
    a. Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Lender, its successors and assigns in US Dollars. Interest will be charged on the Modified Principal Balance at the yearly rate of **8.375%** from **June 1, 2009** until paid in full. The Borrower promises to make monthly payments of principal and interest of U.S. **$902.09** beginning on the 1st day of **July 2009** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
    b. If an Escrow account has been established under the terms and conditions of the Note or other Loan Documents, Borrower will make an Escrow payment each month on each payment due date. The current Escrow payment is **$192.17** per month, which is subject to change depending on the amounts attributable to taxes, insurance and other Escrow Items. The initial combined monthly principal, interest, and Escrow payment will be **$1,094.26,** if such an Escrow has been established, and shall be payable as set forth under Section 2(a), above
    c. If on **June 1, 2039** (the "Maturity Date"), Borrower still owes amounts under the Note, Security Instrument, and other Loan Documents, as amended by

this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

3. Place of Payment: The Borrower agrees to make such payments at the following address or at such other place as the Lender may require:

   Midland Mortgage Co.
   Attn: Cashiers
   P.O. 268888
   Oklahoma City, OK 73126-8888

4. Sale or Transfer of Property by Borrower:
   a. 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 if the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument without further notice or demand on the Borrower.
   b. 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 Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

5. Renewal and Extension: It is the intention of the parties that all liens and security interests described in the Security Instruments are hereby renewed and extended until the Principal Balance evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. The Borrower and Lender acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purposes of this Agreement being simply to extend, modify, amend or rearrange the time and manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including, if applicable, any and all vendor's liens securing the Note), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect to fully secure the payment of the Note. Borrower hereby expressly waives the benefit of any and all statutes of limitations which might otherwise inure to Lender's benefit, or be in any way applicable to Lender's obligations under the terms of any and all instruments described herein. Borrower further expressly waives any right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

6. No Waiver of Lender's Rights Regarding Default: All of the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder. This Agreement shall in no way be deemed to be a waiver of Lender's rights and remedies by reason of any default by Borrower under the Note and Security Instrument as herein modified, including without limitation future payment defaults, and nothing contained herein shall be deemed to be a waiver by Lender of any terms or conditions of the Note and Security Instrument as modified herein. Nothing herein shall constitute an agreement by Lender to any future modification of the Note and Security Instrument and Lender expressly reserves the right to refuse to agree to any future modifications.

7. Release and Waiver of Other Claims: As an express inducement to Lender's agreement to this Agreement, Borrower, jointly and severally, hereby unconditionally releases Lender, its legal representatives, affiliates, subsidiaries, parent companies, agents, officers, employees, attorneys, successors and assigns (collectively the "Released Parties") from any and all claims, demands, actions, damages and causes of actions which Borrower has asserted or claimed or might now or hereafter assert or claim against all or any of the Released Parties, whether known or unknown, arising out of, related to or in any way connected with or based upon any Prior Related Event (as such term is hereinafter defined). As used herein, the term "Prior Related Event" shall mean any act, omission, circumstance, agreement, loan, extension of credit, transaction, transfer, payment, event, action or occurrence between or involving Borrower or Borrower's property and all or any of the Released Parties and which was made or extended or which occurred at any time or times prior to the execution of this Agreement, including without limiting in any respect the generality of the foregoing: (i) any action taken to obtain payment of any indebtedness or to otherwise enforce or exercise any right or purported right of Lender as a creditor of Borrower; and (ii) any payment or other transfer made to Lender by or for the account of Borrower. Borrower agrees and acknowledges that this release is not to be construed as or deemed an acknowledgement or admission on the part of any of the Released Parties of liability for any matter or as precedent upon which liability may be asserted.

8. Bankruptcy: If, since inception of this loan through date of this Agreement, the Borrower has received a discharge in a Chapter 7 bankruptcy and there has been no valid reaffirmation of the underlying debt, the Lender is not attempting to re-establish any personal liability for the underlying debt by entering into this Agreement. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its interest in the property under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its right and pursuing its remedies

under the Security Instrument as a result of the Borrower's default of its obligations there under.

9. Loan Documents Remain In Full Force and Effect: As amended herein, the provisions of the Note and Security Instrument shall continue in full force and effect, and Borrower acknowledges and reaffirms Borrower's liability to Lender there under. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a novation, satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically modified in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, except as modified by this Agreement.

10. Execution of Additional Documents: Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

11. Costs and Expenses: Any outstanding fees and costs that are not included in the Modified Principal Balance identified in Paragraph one (1) above, including all costs and expenses incurred by Lender in connection with this Agreement, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

12. Miscellaneous
   a. Lender does not, by execution of this Agreement, waive any rights it may have against any person not a party to the Agreement.
   b. If any provision in this Agreement shall to any extent be determined by a court of law to be invalid, the remainder of the Agreement shall not be affected thereby, and shall continue in full force and effect to bind the parties.
   c. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
   d. This Agreement shall be governed by the laws of the State where the Property is located.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN MODIFICATION AGREEMENT, TOGETHER WITH THE LOAN DOCUMENTS AND ANY EXHIBITS AND SCHEDULES THERETO, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND CONTROL OVERWITH RESPECT TO THE SUBJECT MATTER THEREOF

AND SUPERSEDE ALL PRIOR NEGOTIATIONS, AGREEMENTS AND UNDERTAKINGS BETWEEN THE PARTIES WITH RESPECT TO SUCH MATTER. ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THIS LOAN MODIFICATION AGREEMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES OR THEIR PERMITTED ASSIGNEES.

JOHN A EMERY

Acknowledgement

STATE OF Mississippi)
) SS:
COUNTY OF **DESOTO**)

On the 9th day of June, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **JOHN A EMERY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

STATE OF MISSISSIPPI
KIMBERLY MELTON
NOTARY PUBLIC
ID No 69731
Comm Expires
May 4, 2011
DESOTO COUNTY

Kimberly Melton
Notary Public

Kimberly Melton
Printed name of notary

County of Residence: DeSoto

Commission Number: 69731

My Commission Expires:

May 4, 2011

Lender:

By:

Printed: Jason Lane
Title: Vice President
MidFirst Bank

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On the 11 day of June, 2009, before me, the undersigned, a notary public in and for said state, personally appeared Jason Lane, who acknowledged himself/herself/themselves to be a Vice President of MidFirst Bank, and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Vice President of MidFirst Bank, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

MARION SHOLTESS
Notary Public
State of Oklahoma
Commission # 06009882 Expires 10/10/10

Notary Public

Marion Sholtess
Printed Name of Notary

County of Residence: Pawnee

My Commission Expires:

_____

Mortgagee Of Record:

By: _____

Printed: **Jason Lane**
Title: Vice President
Mortgage Electronic Registration Systems, Inc.,
As Nominee For Lender

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On the 12 day of Jun, 2009 before me, the undersigned, a notary public in and for said state, personally appeared **Jason Lane**, who acknowledged himself/herself/themselves to be a Vice President of Mortgage Electronic Registration Systems Inc., and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Vice President of Mortgage Electronic Registration Systems Inc., and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public

NOTARY SEAL PUBLIC
MARION SHOLTESS
Notary Public
State of Oklahoma
Commission # 06009882 Expires 10/10/10

_____
Printed Name of Notary

County of Residence: _____

My Commission Expires: _____

Document Prepared by: **Patricia Edwards**
Midfirst Bank
999 NW Grand Blvd. Suite 100
Oklahoma City, OK 73118-6116
1-800-552-3000

DK T BK 3052 PG 429

Exhibit "A"

Lot 62, Section B, Dogwood Manor Subdivision, in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 67 at Page 22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

EMERY
40796726 MS
FIRST AMERICAN ELS
MODIFICATION AGREEMENT