10/16/09 9:46:08
DK T BK 3,091 PG 325
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Loan No. 8010022203

PREPARED BY:
Navy Federal Credit Union
[redacted]: Zuzana Pendziviaterova
820 Follin Lane
Vienna, VA 22180
1-888-842-6328

When recorded mail to: BMPG+
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 5396348
(Space A Attn: National Recordings 1120

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement (the "Modification Instrument"), entered into and effective as of the 10th day of September, 2009 (the "Modification Date"), between KENNETH L O'BRIEN, A MARRIED MAN

("Borrower"), and NAVY FEDERAL CREDIT UNION which is organized and existing under laws of the U.S. GOVERMENT (12USC1751) (Lender"), amends, renews and extends the mortgage or deed of trust (the "Security Instrument" which term includes all riders thereto) to secure the debt evidenced by this Modification Instrument. The Security Instrument (I) is dated 23 October, 2002, (ii) was executed to secure the note (the "Balloon Note") dated 23 October, 2002, in the original principal sum of U.S. One Hundred Ninety Four Thousand Four Hundred and 00/100 Dollars ($194,400.00),executed by KENNETH L O'BRIEN, A MARRIED MAN

, and payable to the order of NAVY FEDERAL CREDIT UNION, (iii) is recorded in Book or Liber 1589, at page (s) 400-420, of the Land records of Desoto County, Mississippi, and (iv) affects rights with respect to the collateral defined therein as the "Property," which is located at 5742 PALOMA DRIVE, OLIVE BRANCH, MS 38654 and is described as follows:

LOT 34, DOVE RIDGE ESTATES, PHASE 2, IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGES 29-30, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

O'BRIEN
41257529 MS
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

TAX MAP NUMBER P#1077250500003400

First American
(ene)

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The Security Instrument includes a Balloon Rider and the Balloon Note Addendum, both of which provide for a Conditional Right to Refinance. In order to set forth in writing the exercising of Borrower's right to modify and extend the Balloon Note pursuant to the Conditional Right to Refinance as provided in the Balloon Rider and Balloon Note Addendum and to modify the terms of the Balloon Note and Security Instrument, Borrower and Lender agree as follows and in connection therewith:

(A) As further provided below, the Security Instrument is renewed, extended, and amended to secure repayment of the debt evidenced by this Modification Instrument, by delivery hereof to the Lender in recordable form in all respects.

(B) This Modification Instrument, when duly executed by Borrower, delivered by Borrower to Lender, and accepted by Lender does not satisfy nor should it be construed as a release of the Balloon Note or Security Instrument. The Balloon Note and Security Instrument shall remain unchanged except as modified, amended and extended by this Modification Instrument.

(C) Borrower acknowledges that immediately prior to execution of this Modification Instrument, the lien of the Security Instrument is valid and subsists against the Property. Borrower acknowledges that Borrower is the owner of the Property.

(D) The debt evidenced by this Modification Instrument is evidenced by Section D hereof, which portion of this Modification Instrument is evidenced by Section D hereof, which portion of this Modification Instrument is referred to therein as the "Note."
Notwithstanding anything to the contrary contained in the Balloon Note or Security Instrument, Borrower undertakes as follows:

A. RENEWAL AND EXTENSION OF LIEN

It is the intention of the Borrower and Lender that the lien of the Security Instrument shall secure the debt evidenced by this Modification Instrument and that the Security Instrument hereby shall be renewed and extended, as of the Modification Date, so long as required to secure such debt until it is paid in full. In connection with the foregoing:

(I) The maturity date of the debt evidenced by this Modification Instrument is set forth in Section D(3)(a) below.

(II) Lender is expressly subrogated to all rights with respect to the Property, prepayment, and acceleration to which the holder of the Balloon Note was entitled by reason of the Security Instrument.

(III) In the event that any portion of the debt evidenced by this Modification Instrument cannot be lawfully secured by the Security Instrument as so renewed and extended, principal payments shall be applied first to that portion not so secured.

(IV) Borrower acknowledges that the lien securing the Balloon Note is hereby renewed and extended, amended as provided immediately below, and is in full force and effect until the debt evidenced by this Modification Instrument is paid in full.

B. AMENDMENT OF THE SECURITY INSTRUMENT

All of the terms of the Balloon Rider and Balloon Note Addendum are canceled, null, and void as of the Modification Date.

C. CO-GRANTOR LIABILITY

Any party that signs below as a "co-grantor" did not execute the Balloon Note but signs below to grant and convey, under the terms of the Security Instrument, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by this Modification Instrument and secured by the Security Instrument (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Security Instrument (as renewed, extended, and amended hereby) without such party's consent.

D. FULLY AMORTIZING NOTE

1. Borrower's Promise to Pay

I promise to pay U.S. $ 171,397.30 (this amount is called "principal"), plus interest,t o the order of the Lender. 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 on and after the Modification Date until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.375 %: "beginning 1 December, 2009."

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

3. Payments

(a) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on 1 December, 2009. 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. My monthly payments will be applied to interest before principal. If, on 1 November, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "modified maturity date."

I will make monthly payments at Navy Federal Credit Union, P.O. Box 3300, Merrifield, VA 22119-3300 or at a different place if required by the Note Holder.

(b) Amount of Monthly payments

My montly payment of principal and interest will be in the amount of U.S.$ 1,083.24.

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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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.

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums aready 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 Charges 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 4.0% 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) Notice of Default

If I am in default, the note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. The date must be a least 30 days after the date on which notice is delivered or mailed to me.

(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. These expenses include, for example, reasonable attorney's fees.

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 mailing it by first class mail to the Note Holder at the address stated in Section D(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 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. Security Instrument

In addition to the protections given to the Note Holder under this Note, the Security Instrument protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The 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:

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

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may revoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

11. Rights of Transferees

A transferee of this Modification Instrument shall have the rights of a "holder in due course" under the Uniform Commercial Code if the transferee took rights under this Modification Instrument in good faith, for value, and without notice of a claim of defense, and if there has been endorsement and delivery as are required by the Uniform Commercial Code to become a "holder in due course."

THE WRITTEN MORTGAGE MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN (ORAL) AGREEMENTS BETWEEN THE PARTIES.

STATE OF MISSISSIPPI
LAKITA COLE-FOX
ID NO. 84428
Commission Expires
March 4, 2011
NOTARY PUBLIC
DESOTO COUNTY

Kenneth L. O'Brien (SEAL) _____ (SEAL)
KENNETH L O'BRIEN -Borrower -Borrower

_____ (SEAL) _____ (SEAL)
-Borrower -Borrower

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.

Accepted by Lender:

Lender Name: Navy Federal Credit Union

BY: Susan Hansen SUSAN HANSEN
(Signature) (Signatory's typed name)

NAVY FEDERAL CREDIT UNION
CORPORATE
SEAL
CHARTER NO.
5536
DISTRICT OF COLUMBIA

Signatory's Title: MANAGER

[Space Below This Line for Acknowledgement(s)]

(Individual)

State of MS §
County of Desoto §

On 15th of September, 2009 before me, Lakita C Fox,
personally appeared Kenneth L O'Brien,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF MISSISSIPPI
LAKITA COLE-FOX
ID NO. 84428
Commission Expires
March 4, 2011
NOTARY PUBLIC
DESOTO COUNTY

(Corporate)

State of VIRGINIA §
County of LOUDOUN §

On 29 SEPTEMBER, 2009 before me, TOMAS J. ALHAMBRA, JR.,
personally appeared Susan Hansen,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

TOMAS J. ALHAMBRA, JR.

TOMAS J. ALHAMBRA, JR.
NOTARY PUBLIC
REG. #7079781
MY COMMISSION EXPIRES
12/31/2011
COMMONWEALTH OF VIRGINIA