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(Space Above Line For Recording)  
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**This multi-state instrument was completed by:**

Litton Loan Servicing LP  
c/o Safeguard Properties, Inc., Agent,  
Eric S. Solowitch, Title Director  
650 Safeguard Plaza  
Brooklyn Heights, Ohio 44131  
(216)739-2900

When Recorded Mail To:  
Safeguard Properties, Inc.  
650 Safeguard Plaza  
Brooklyn Heights, Ohio 44131  
ATTN: Mr. Eric Solowitch  
800-852-8306  
Litton Loan No. 18996892  
Investor Loan No: 58843285  
Original Loan Amount: \$120,000.00

**LOAN MODIFICATION OF LAND DEED OF TRUST AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 14<sup>th</sup> day of January, 2009, between; **Michael Hale Sr.** ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("Lender"), amends and supplements (1) the Land Deed of Trust ("the Security Instrument") dated October 30, 2006 recorded in Book/Page \* of the Official Records of Desoto County, Mississippi, (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

\*BK 2,597, Pg. 280

**1620 GILFORD COVE WEST  
SOUTHAVEN, MISSISSIPPI 38671  
(Property Address)**

The real property described being set forth as follows:

See Legal Description Attached Hereto and Made Part Hereof

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. As of January 1, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$113,839.85 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule.

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>01/01/2009</u>	<u>5.070%</u>	<u>02/01/2009</u>	<u>\$527.91</u>

MONTHLY PAYMENTS WILL REMAIN FIXED AT 5.070% FROM 02/01/2009 FOR THE REMAINING TERM OF THE LOAN.

If on November 1, 2036 ("Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date ***Borrower understands and hereby stipulates that this Loan Modification Agreement is amortized on a 574 month schedule resulting in a balloon payment due as of the Modified Maturity Date. Thus, if, on November 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is the said "Modified Maturity Date."***

The Borrower will make such payments at:

4828 Loop Central Drive  
Houston, Texas 77081

or at such other places as the Lender may require

3. 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 payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This 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 this 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 this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, 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 Security Instrument; 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 Note and Security Instrument (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 affixed to, wholly or partially incorporated into or is part of, the Note or Security Instrument and that contains any such items and provisions as those referred to in (a) above.
5. 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 this 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.

1-20-09  
Date

[Signature] (Seal)  
Michael Hale Sr.

STATE OF MISSISSIPPI  
COUNTY OF Desoto

On January 20, 2009 before me Estela Stransky  
Date Notary

personally appeared **Michael Hale Sr.**

           Personally known to me

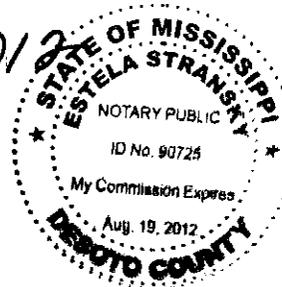
**-OR-**

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.

[Signature]  
Signature of Notary Public

My Commission Expires: 8-19-2012

Document Preparation:  
Fannie Mae Multi-state Instrument  
Standard Loan Modification Agreement  
Form 3179



Mortgage Electronic Registration Systems, Inc.

Date: MAY 14 2009

Name: *Robert Tompkins* (Seal)  
Title: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

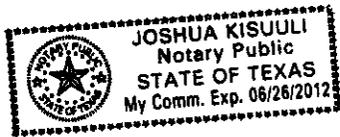
On MAY 14 2009 before me *Joshua Kisuuli*  
Date Notary

personally appeared Robert Tompkins  
Signer(s)

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 entity upon behalf of which the person(s) acted, executed the instrument.



*Joshua Kisuuli*  
Signature of Notary Public  
My Commission Expires: 6-26-2012

OPTIONAL INFORMATION

Capacity Claimed By Signer:

Signer(s) Name: \_\_\_\_\_  
Corporate Officer – Title: \_\_\_\_\_  
Signer(s) is Representing: Mortgage Electronic Registration Systems, Inc.

## LEGAL DESCRIPTION

Lot 3089, Section "O", Southaven West Subdivision, located in Sections 23 & 26, Township 1, Range 8 West, recorded in Plat Book 5, Pages 12 & 13, in the Office of the Chancery Clerk of DeSoto County, Mississ