

Recording Requested by  
**BAC Home Loans Servicing, LP**

AND WHEN RECORDED MAIL TO:

*DLepore*  
BAC Home Loans Servicing, LP  
1800 Tapo Canyon Road CA6-914-01-59  
Simi Valley, CA 93063  
Prepared by: **LULENE MARTIN**  
DOC. ID#: **64887506567368100**  
**805-577-4715**

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST**

This Loan Modification Agreement (the "Agreement"), made this **31th** day of **March**, **2010** between **CELINA MARTINEZ AND RAUL BALTAZAR, JOINT TENANTS, BOTH MARRIED**, (the "Borrowers") and **BAC Home Loans Servicing, LP**, ("Lender"), amends and supplements that certain **DEED OF TRUST** between, **BANK OF AMERICA, N.A.**, and **CELINA MARTINEZ AND RAUL BALTAZAR, JOINT TENANTS, BOTH MARRIED**, dated **July 24, 2009** and recorded on **July 31, 2009** as **Book Number 3063, Page Number 153** in the Official Records of the **DESOTO** County, State of **MISSISSIPPI** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**9360 HURON DR  
OLIVE BRANCH, MS 38654**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO ADD THE PUD RIDER THAT WAS OMITTED AT THE TIME OF RECORDING**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and BAC Home Loans Servicing, LP shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

*RB*

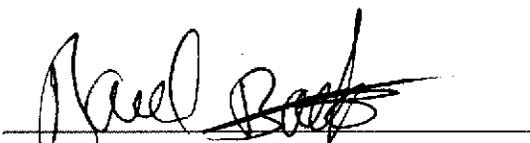
*CM*

*6*

**BAC Home Loans Servicing, LP**

\_\_\_\_\_  
By: **Jennifer Guidicessi**  
Its: **Assistant Vice President**

  
\_\_\_\_\_  
**CELINA MARTINEZ**

  
\_\_\_\_\_  
**RAUL BALTAZAR**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) SS.

On this 8<sup>th</sup> Day of April 2010, BEFORE ME,

Teresa M. Bernhardt \_\_\_\_\_, (Notary Public)

personally appeared, **CELINA MARTINEZ AND RAUL BALTAZAR**, 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 foregoing 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



MY COMMISSION EXPIRES:  
April 26, 2011

(SEAL)

[Signature]  
Notary Public

Commission Expires: 4/26/11

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, **Sherri McKenn**, Notary Public, personally appeared **Jennifer Guidicessi**, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature \_\_\_\_\_

(SEAL)

# PLANNED UNIT DEVELOPMENT RIDER

LOAN # 6110120653

FHA Case No.  
281-362054-1-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24TH day of JULY, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to BANK OF AMERICA N.A.

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 9360 HURON DRIVE, OLIVE BRANCH, MS 38654-3739

(Property Address)

The Property Address is a part of a planned unit development ("PUD") known as

PLANTATION SD PHASE II

(Name of Planned Unit Development)

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned

FHA Multistate PUD Rider - 10/95

589U (0402)

Page 1 of 2

Initials: *CM*

VMP Mortgage Solutions, Inc.

(800)521-7291

G589 07/23/09 3:55 PM 6110120653



*CM  
MC by CM*

*RB  
RM*

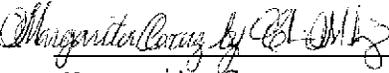
- and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 (Seal)  
 \_\_\_\_\_  
 CELINA MARTINEZ -Borrower

 (Seal)  
 \_\_\_\_\_  
 RAUL BALTAZAR -Borrower

 (Seal)  
 \_\_\_\_\_  
 Raul Martinez -Borrower

 (Seal)  
 \_\_\_\_\_  
 Margarita Cruz -Borrower  
 By: Celina Martinez, Attorney in Fact

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 -Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 -Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 -Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 -Borrower

**BAC Home Loans Servicing, LP**



**By: Tracy Schreiner  
Its: Vice President**

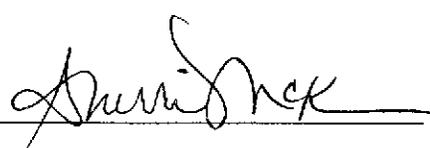
STATE OF CALIFORNIA

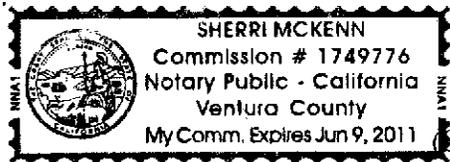
COUNTY OF VENTURA

On 4-14-10 before me, **Sherri Mckenn**, Notary Public, personally appeared **Tracy Schreiner**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature 



(SEAL)