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INDEXING INSTRUCTIONS: NW 1/4 of NW 1/4, Section 27, T2S, R6W, DeSoto County, Miss.

AGREED FINAL ORDER REFORMING DEED OF TRUST

PLAINTIFF:

GMAC MORTGAGE LLC f/k/a
GMAC MORTGAGE CORPORATION
500 Enterprise Road, Suite 150
Horsham, PA 19044
(215) 293-7142

DEFENDANTS:

GLEN P. BRYANT
TAMMY D. BRYANT
c/o James Amos
2430 Caffey Street
Hernando, MS 38632
(662)429-7873

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI**GMAC MORTGAGE, LLC f/k/a
GMAC MORTGAGE CORPORATION****PLAINTIFF****V.****CAUSE NO.: 10- 03 -0602****GLEN P. BRYANT, TAMMY D. BRYANT****DEFENDANTS****AGREED FINAL ORDER REFORMING DEED OF TRUST**

This Court having reviewed the Petition filed in this matter and finding that the parties have entered into an agreement for reformation of the Deed of Trust described in the Complaint does find and order as follows:

1. This Court has venue and jurisdiction over the parties and subject matter in this cause by virtue of section 11-51-1 of the Mississippi Code of 1972, as amended and because the property in question is situated in DeSoto County, Mississippi.

2. GMAC Mortgage, LLC, formerly known as GMAC Mortgage Corporation ("GMAC") is an Pennsylvania corporation with its principal place of business located at 500 Enterprise Road, Suite 150, Horsham, Pennsylvania, 19044, lawfully doing business in the State of Mississippi.

3. Defendant, Glen P. Bryant is an adult resident citizen of DeSoto County, Mississippi and was properly served with process of this Court. Defendant Glen P. Bryant is represented by Attorney James Amos.

4. Defendant, Tammy D. Bryant is an adult resident citizen of DeSoto County, Mississippi and was properly served with process of this Court. Defendant Tammy D. Bryant is reresented by Attorney James Amos.

FILED
MAY 07 2010
WE DAVIS, CLERK

5 The tract of real property at issue here is two point zero (2.0) acres, more or less, being part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 2 South, Range 6 West, DeSoto County, Mississippi, being the same real property described in that Warranty Deed found of record at Book 235, Page 328, being a Warranty Deed from Donald Ralph Bryant and wife, Annie Sue Bryant, to Glen P. Bryant and wife, Tammy D. Bryant, dated April 25, 1991, and being found of record in the Land Deed Records of DeSoto County, Mississippi.

6. On or about May 13, 1999, Glen P. Bryant and wife, Tammy D. Bryant, executed in favor of CFC Mortgage a Deed of Trust, which Deed of Trust is found of record at Book 1113, Page 0488 of the Land Mortgage Records of DeSoto County, Mississippi. That Deed of Trust was first assigned to Flagstar Bank, FSB, by instrument dated May 13, 1999, and filed for record at Book 1116, Page 249 of the Land Mortgage Records of DeSoto County, Mississippi. That Deed of Trust was further assigned to GMAC Mortgage Corporation, a Pennsylvania corporation, by instrument dated May 7, 2001, effective April 16, 2001, and found of record in Book 1344, Page 622 of the Land Mortgage Records of DeSoto County, Mississippi (hereinafter, the "Deed of Trust").

7. At the time of the execution of the Deed of Trust, it was the intent of all parties that the real property pledged as security in the Deed of Trust was to be the same as that described in the Warranty Deed to the Defendants found at Book 235 Page 328, filed on May 20, 1991, which is :

Commencing at the Northwest Corner of Section 27, Township 2 south, Range 6 West in DeSoto County, Mississippi: thence South 89° 50' 35" East along the center of Bethel Road 433.49 feet to a point; thence South 0° 20' East 40.0 feet to the South line of said Bethel Road to the Point of Beginning of a 2.0 acre tract herein described: Thence South 0° 20' East 418 feet to a point; thence South 89° 50' 36" East 208.5 feet to a point; thence North 0° 20' West 418 feet to a point; thence North 89° 50' 36" West along the South line of said Bethel Road 208.5 feet to the point of beginning. All lying in the Northwest Quarter of the Northwest Quarter of Section 27, Township 2 South, Range 6 West, DeSoto County, Mississippi and containing

2.0 acres, more or less.

8. At the time of the execution of the Deed of Trust, Defendants, Glen P. Bryant and Tammy D. Bryant executed a Promissory Note to CFC Mortgage in the principal amount of \$72,000.00 (hereinafter, the "Promissory Note"). As a result of the execution of said Promissory Note and the execution of the Deed of Trust, CFC Mortgage advanced credit in the amount of Seventy Two Thousand Dollars and 00/00 (\$72,000.00) to the Defendants, Glen P. Bryant and Tammy D. Bryant. Glen P. Bryant and Tammy D. Bryant actually received that credit in the amount of Seventy Two Thousand Dollars and 00/00 (\$72,000.00).

9. The description of the real property securing the indebtedness in the Deed of Trust contained one or more errors considered to be "scrivener's errors." The errors in the Deed of Trust were the result of a mutual mistake of the parties in the preparation of the Deed of Trust document. Due to the scrivener's error in the description, the intentions of the parties have been frustrated and the the Deed of Trust does not adequately reflect the intentions of the parties. The description that should properly be shown on the Deed of Trust is the same as shown in the Warranty Deed of record found in Book 235, at Page 328, filed on May 20, 1991 (as shown above in paragraph 7).

10. The Deed of Trust was executed by Defendants Bryant and the loan funds advanced by the Plaintiff's predecessor in title, CFC Mortgage, a corporation, with the intention of all parties for Defendants Bryant to provide that real property described in paragraph 7 above as security for the indebtedness referenced in the Promissory Note and Deed of Trust. As a result of that execution and delivery of the Deed of Trust, CFC Mortgage advanced credit in the amount of Seventy-Two Thousand Dollars and 00/00 (\$72,000.00) to the Defendants Bryant. The Deed of Trust, was subsequently assigned to the Plaintiff herein, making Plaintiff the real party in interest.

11. It was the intention of the Defendants and CFC Mortgage, and its successors in interest, that the real property described in paragraph seven (7) above was to be utilized as security for the debt referenced in the Deed of Trust, and that in the event of default under the terms of the Promissory Note and Deed of Trust, the holder of the Deed of Trust would be authorized to pursue all remedies available to it pursuant to the terms of the Deed of Trust, including foreclosure of the real property described in paragraph seven (7) to satisfy the obligations of the Defendants.

12. It is appropriate for the Court to reform the Deed of Trust to correct the scrivener's error and to reflect the intent of the parties by amending the Deed of Trust to reflect the correct legal description in the Deed of Trust to be that referenced in paragraph seven (7) above.

Therefore this Court orders as follows:

1. The legal description contained in that Deed of Trust, executed and dated on or about May 13, 1999, by Glen P. Bryant and wife, Tammy D. Bryant, in favor of CFC Mortgage, which Deed of Trust is found of record at Book 1113, Page 0488 of the Land Mortgage Records of DeSoto County, Mississippi, first assigned to Flagstar Bank, FSB, by instrument dated May 13, 1999, and filed for record at Book 1116, Page 249 and further assigned to GMAC Mortgage Corporation, a Pennsylvania corporation, by instrument dated May 7, 2001, effective April 16, 2001, and found of record in Book 1344, Page 622 of the Land Mortgage Records of DeSoto County, Mississippi (the "Deed of Trust") is hereby reformed to read as follows:

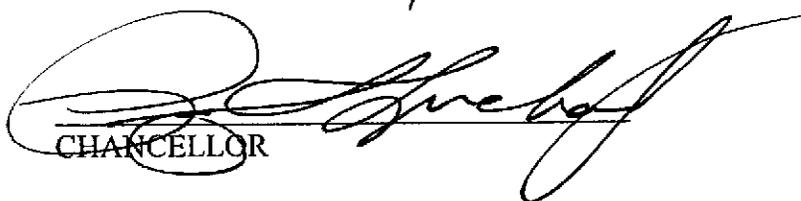
Commencing at the Northwest Corner of Section 27, Township 2 south, Range 6 West in DeSoto County, Mississippi: thence South 89° 50' 35" East along the center of Bethel Road 433.49 feet to a point; thence South 0° 20' East 40.0 feet to the South line of said Bethel Road to the Point of Beginning of a 2.0 acre tract herein described: Thence South 0° 20' East 418 feet to a point; thence South 89° 50' 36" East 208.5 feet to a point; thence North 0° 20' West 418 feet to a point; thence North 89° 50' 36" West along the South line of said Bethel Road 208.5 feet to the point of beginning. All lying in the Northwest Quarter of the Northwest Quarter of Section

27, Township 2 South, Range 6 West, DeSoto County, Mississippi and containing 2.0 acres, more or less.

2. In the event of default as the same is defined in the Deed of Trust and Promissory Note, the Plaintiff, GMAC Mortgage, LLC, its successors in interest, and the Trustee named in the Deed of Trust, or any substituted Trustee, are authorized to exercise all rights and remedies pursuant to the terms of the Deed of Trust, the Promissory Note and applicable statutes, including, but not limited to non-judicial foreclosure, to satisfy the obligations of the Defendants Bryant as if the above description was the original description in the Deed of Trust.

3. The Chancery Clerk is hereby ordered and directed to record and index this Order in the appropriate land records of the Chancery Clerk of Desoto County , Mississippi.

SO ORDERED AND ADJUDGED, this the 5th day of MAY 2010.


CHANCELLOR

Agreed as to form and content:

T. T. Ross, Jr.

Tom T. Ross, Jr., Esq. MSB #5694
Attorneys for Plaintiff

James Amos
James Amos, Esq. MSB # 1559
Attorney for Defendants

Tammy D. Bryant
Tammy D. Bryant

Glen P. Bryant
Glen P. Bryant



STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.

This the 17 day of May, 2010
W.E. Davis, Clerk of the Chancery Court

By *W.E. Davis* D.C.