

5/27/10 10:02:38
OK T BK 3, 171 PG 293
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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Prepared By: Latonya McFadden

Chase Home Finance LLC
2210 Enterprise Drive
SC1 - 2030 - Attn 465 Balloons
Florence, SC 29501

800-733-3312

CHF Loan Number 1686181296

01-11019687-02R
DF418722

Prepared By: 
Latonya McFadden, Special Loans Representative

Return To: 
SOUTHWEST FINANCIAL SERVICES, LTD.
P.O. BOX 300
CINCINNATI, OHIO 45273-8034

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), made May 1, 2010, between **RANDALL V. HARRIS**, , ("Borrower"), and **Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **April 1, 2003**, securing the original principal sum **\$180,000.00** and recorded on **April 10, 2003** as **BOOK NUMBER 1695 PAGE NUMBER 0716**, in the Official Records of **DESOTO County, MISSISSIPPI** and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at **3500 LAKEGROVE ROAD, HERNANDO, MISSISSIPPI 38632**, the real property described being set forth as follows:

Legal Description Attached Hereto And Made A Part Hereof

Parcel Number 3086230400000200

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

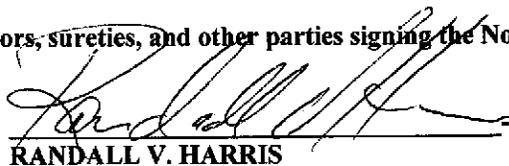
1. The Borrower is the owner and occupant of the Property.
2. As of **May 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **152,781.72**.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.250%**, beginning **May 1, 2010**. The Borrower promises to make monthly payments of principal and interest of **U. S. \$954.52** beginning on the **1** day of **June 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2033**, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and will comply with, all of the terms and provisions thereof, as amended by this Modification.

To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note]

(WITNESS SIGNATURE)

 (SEAL)

-BORROWER
RANDALL V. HARRIS

Witness Name (Printed/Typed)

-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

(Individual Acknowledgment)

State of Mississippi
County of De Soto ss:

On this the 16 day of April, 2011, before me a Notary Public, personally appeared Randall V Harris

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kimberly M Ford
(Notary Public)

My Commission expires:
March 24, 2012



Loan Number 1686181296

Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation

By:

Louise L. Kirby

Louise L. Kirby, Assistant Vice President

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State of South Carolina

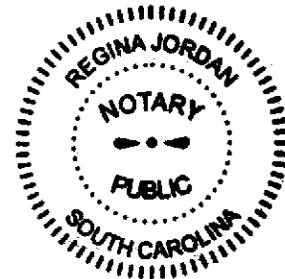
County of Florence

This instrument was acknowledged before me this 20th, day of April 2010 by Louise L. Kirby, Assistant Vice President of Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation, on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Regina Jordan 10/15/10

Notary Public



DESCRIPTION

Part of the Northeast Quarter of Section 23, Township 3 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a corner fence post commonly accepted as the southeast corner of said quarter section, said point being on the west line of DeSoto County Board of Education property; thence run North $00^{\circ}16'00''$ West a distance of 1506.03 feet along said Board of Education west line to the Point of Beginning; thence run North $89^{\circ}54'51''$ West a distance of 588.20 feet to a point on the east right-of-way line of a proposed 30-foot wide street; thence run North $53^{\circ}03'54''$ West a distance of 67.17 feet along said right-of-way line to the point of curvature of a curve to the right ($D=74^{\circ}35'27''$, $R=25.00'$, $CD=N15^{\circ}46'11''$ W, $LC=30.30'$); thence run northerly a distance of 32.55 feet along said curve to the point of tangency of said curve and point on the east right-of-way line of the proposed southward extension of Lake Grove Drive (60-feet wide), said point also being the point of curvature of a curve to the left ($D=21^{\circ}47'28''$, $R=150.00'$, $CD=N10^{\circ}37'48''$ E, $LC=56.71'$); thence run northeasterly a distance of 57.05 feet along said curve and east right-of-way line to the point of tangency of said curve; thence run North $00^{\circ}16'31''$ West a distance of 49.10 feet along said east right-of-way line to the southwest corner of Lot 1 of Deerwood Subdivision; thence run South $89^{\circ}59'00''$ East a distance of 608.97 feet along the south line of said Lot 1 to the southeast corner of said lot, said point being on said Board of Education west line; thence run South $00^{\circ}16'00''$ East a distance of 175.01 feet along said Board of Education west line to the Point of Beginning; and containing 2.44 acres.