

Space Above This Line For Recording Data

Prepared By: PNC Mortgage, a Division of PNC Bank NA  
SARA BURCHETT Homeowners Assistance Department  
Building 5  
3232 Newmark Drive  
Miamisburg OH 45342  
PNC 4813518

866-509-1327

FHA Case No:  
703 281-3264469

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 13th day of August, 2010, between SAMANTHA ROBERTS & JASON ROBERTS WIFE AND HUSBAND and PNC Mortgage, a Division of PNC Bank NA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 18, 2006 and recorded August 22, 2006 In Book/Liber 2547, at page(s) 70

of the Official Records of DESOTO County, MS and (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

10626 PECAN MEADOWS DR N OLIVE BRANCH MS 38654

When recorded mail to: #6180247

First American Title \*6180247\*

Loss Mitigation Title Services 1454.1

P.O. Box 27670

Santa Ana, CA 92799

RE: ROBERTS - PROPERTY REPORT

The real property described being set forth as follows:

LOT 87, SECTION B, PECAN RIDGE SUBDIVISION, SITUATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 82, PAGE 48, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.  
TAX ID 1067-2628.0-00087-00

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 September 1, 2010, the amount payable under the Note and the Security Instrument ( the "unpaid Principal Balance") is U.S. \$128,927.88 consisting of the amount(s) loaned to the Borrower(s) by the lender and any interest capitalized to date.
2. The borrower(s) 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 4.500% from September 1, 2010. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$653.26 beginning on the day of October 1, 2010 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2040, the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address)

PNC Mortgage  
a Division of PNC Bank NA  
3232 Newmark Drive,  
Miamisburg Ohio, 45342

or at such other place as the Lender may require.

- 3. The Borrower(s) represents that the Borrower(s) SO is, JR is not, the occupant of the Property.
- 4. The Security Instrument, including without limitations, 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(s) 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 number 1 above:
  - a. 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 terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to 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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Samantha Roberts  
 SAMANTHA ROBERTS

Mark Webb  
 Witness Signature  
 Printed Name: MARK WEBB

Jason Roberts  
 JASON ROBERTS

P S Bunby  
 Witness Signature  
 Printed Name: P S Bunby

(Space Below This Line For Acknowledgement)

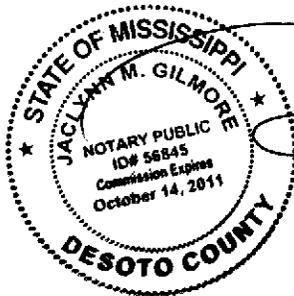
STATE OF: Mississippi  
 COUNTY OF: Desoto

On this 25<sup>th</sup> day of August, 2010, before me a notary public came the above named

SAMANTHA ROBERTS & JASON ROBERTS  
 acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

My commission expires:



Jaglann M. Gilmore  
 Notary Public Signature

LENDER: PNC Mortgage, a Division of PNC Bank NA

BORROWER(S): SAMANTHA ROBERTS  
JASON ROBERTS

PROPERTY ADDRESS: 10626 PECAN MEADOWS DR N  
OLIVE BRANCH MS 38654

LOAN NUMBER: 4813518  
**ERROR AND OMISSIONS/COMPLIANCE AGREEMENT**

STATE OF MS  
COUNTY OF DESOTO

The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this day of , 2010  
Samantha Roberts day of Jason Roberts  
SAMANTHA ROBERTS JASON ROBERTS

Sworn to and subscribed before me this 11 day of SEPTEMBER, 2010.

Mark Webb  
My Commission Expires: 7-30-2012



(Seal)

PNC Mortgage  
a division of PNC Bank NA

Eileen Burrall

By: Eileen Burrall  
Its: Authorized Representative

Sharon Yeran

Sharon Yeran

Witness

John Schwab

John Schwab

Witness

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STATE OF: OHIO

COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Eileen Burrall, an  
Authorized Representative of PNC Mortgage, A Division of PNC Bank NA, known to  
me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same  
for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity  
therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this

15 day of September, 2010.

Elaine M Ruble

Notary Public

(Seal)

Printed Name:

Elaine M Ruble

My Commission Expires: 1/2/2013



ELAINE M. RUBLE, Notary Public  
In and for the State of Ohio  
My Commission Expires Jan. 2, 2013