

12/06/10 10:29:07
DK T BK 3,250 PG 345
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Recording Requested by
BAC Home Loans Servicing, LP

AND WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP
1800 Tapo Canyon Road CA6-914-01-59
Simi Valley, CA 93063
Prepared by: **ELSI NAVARRO**
DOC. ID#: **02418336261544346**
808-577-4730

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

MIN#: 10014090000439877

This Loan Modification Agreement (the "Agreement"), made this **15th** day of **October**, **2010** between **MARTY B MARTIN, AND CHARITY MARTIN, HUSBAND AND WIFE**, (the "Borrowers") and **BAC Home Loans Servicing, LP**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **DEED OF TRUST** dated **March 21, 2008** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, **P.O. Box 2026, Flint, Michigan 48501-2026**) and recorded on **March 27, 2008** as **Book Number 2,875, Page Number 30** 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:

**12607 RIVER BEND DRIVE
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 TYPE NAME: CHARITY C MARTIN; UNDER THE SIGNATURE ON PAGE 7 OF THE DEED OF TRUST AND ON PAGE 2 OF THE PUD RIDER.**

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.

BAC Home Loans Servicing, LP

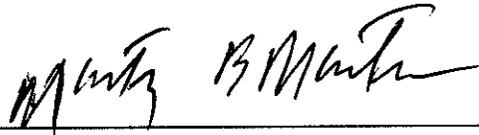


By: Jennifer Guidicessi
Its: Assistant Vice President

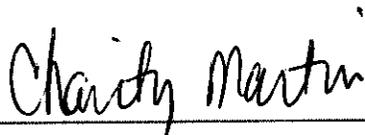
Mortgage Electronic Registration Systems, Inc.



By: Jennifer Guidicessi
Its: Assistant Vice President



MARTY B MARTIN



CHARITY MARTIN

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF MISSISSIPPI

COUNTY OF DESOTO

)
) SS.
)

On this 29 Day of OCTOBER 2010, BEFORE ME,

MARK WEBB, (Notary Public)

personally appeared, **MARTY B MARTIN, AND CHARITY MARTIN**, 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



Mark Webb
Notary Public

Commission Expires: 7-30-2012

STATE OF CALIFORNIA

COUNTY OF Ventura

On 11-8-10 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 Sherri McKenn

