

[Space Above This Line For Recording Data]

MORTGAGE SERVICES
ONE MORTGAGE WAY, PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054
Phone: **800-446-0964**

When Recorded Mail To:
MORTGAGE SERVICES
PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054
Mailstop: DC
Phone: 800-446-0964

Original Recorded Date: NOVEMBER 4, 2005
Original Principal Amount: \$ 187,750.00

Loan No. 0032686172
FHA/VA Case No. 232360335296
MERS MIN 1000200 00326861725

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **MARCH, 2011**, between **ROBERT S BRELAND JR** and **STACEY M BRELAND, HUSBAND AND WIFE**

("Borrower"), and **PHH MORTGAGE CORPORATION (FKA CENDANT MORTGAGE CORP.)**

("Lender"), and **Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee")** (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **OCTOBER 27, 2005** and recorded in **Book or Liber 2344, at page(s) 516** of the **Official Records of DE SOTO COUNTY, MISSISSIPPI**, 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 **1043 TARA DRIVE, HERNANDO, MISSISSIPPI 38632**

0032686172

the real property described being set forth as follows:

LOT 141, SECTION D, DEERCREEK SUBDIVISION, IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 7 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 77, PAGE 30, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

****LOAN MODIFICATION IN THE AMOUNT OF \$190,593.96 WAS RECORDED 05/12/08, BK 2896, PG 740**

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 **APRIL 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **210,662.68**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **23,884.92** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.375** %, from **APRIL 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,179.65**, beginning on the **1ST** day of **MAY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2041** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# HUD-MODM-2 Rev. 02-21-11

(page 2 of 6)

0032686172

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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 No. 1 above:
 - (a) all terms and provisions of the Note and Security 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

HUD MODIFICATION AGREEMENT

CoreLogic Document Services

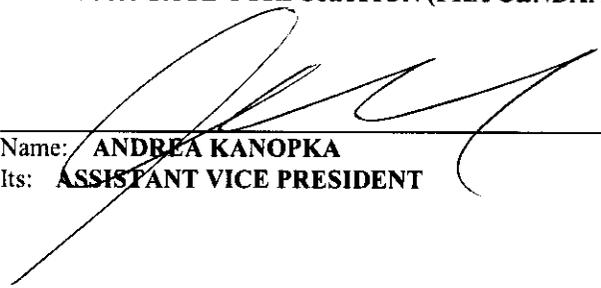
CoreLogic, Inc.

CLDS# HUD-MODM-3 Rev. 02-21-11

(page 3 of 6)

0032686172

PHH MORTGAGE CORPORATION (FKA CENDANT MORTGAGE CORP.)


 _____ (Seal)
 Name: **ANDREA KANOPKA** - Lender
 Its: **ASSISTANT VICE PRESIDENT**


 _____ (Seal)
ROBERT S BRELAND JR - Borrower


 _____ (Seal)
STACEY M BRELAND - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

HUD MODIFICATION AGREEMENT

CoreLogic Document Services
 CoreLogic, Inc.
 CLDS# HUD-MODM-4 Rev. 02-21-11

(page 4 of 6)

0032686172

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

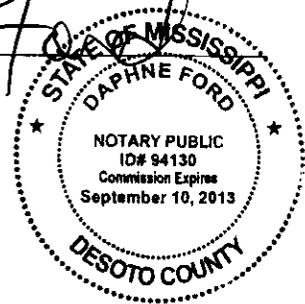
STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of March, 20 11, within my jurisdiction, the within named ROBERT S BRELAND JR AND STACEY M BRELAND

who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

[Handwritten Signature]
(NOTARY PUBLIC)



My commission expires: 9/10/13

(Affix official seal, if applicable)

LENDER ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of JUNE, 20 11, within my jurisdiction, the within named ANDREA KANOPKA, who acknowledged that (he) (she) is ASSISTANT VICE PRESIDENT of PHH MORTGAGE CORPORATION (FHA CENDANT MORTGAGE CORP), a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Candace Gallardo
Notary Public of New Jersey
My Commission Expires March 10, 2013

[Handwritten Signature]
(NOTARY PUBLIC)

My commission expires: 3/10/2013

(Affix official seal, if applicable)

0032686172

Mortgage Electronic Registration Systems, Inc. ANDREA KANOPKA -Mortgagee

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7TH day of JUNE, 20 11, within my jurisdiction, the within named

ANDREA KANOPKA, who acknowledged that (he) (she) is ASSISTANT VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Candace Gallardo
(NOTARY PUBLIC)

My commission expires: 3/10/2013

(Affix official seal, if applicable)

Candace Gallardo
Notary Public of New Jersey
My Commission Expires March 10, 2013