

6/20/11 9:47:16  
DK T BK 3,313 PG 162  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

[Space Above This Line For Recording Data]

U.S.Bank, NA  
17500 ROCKSIDE ROAD  
BEDFORD, OHIO 44146  
Phone: 800-965-0363

When Recording Return To: MPG  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 W301009  
Attn: Loss Mitigation Title Services

Original Recorded Date: OCTOBER 10, 2001  
Original Principal Amount: \$ 113,652.00

Loan No. 9900431502  
FHA/VA Case No. 796 281 2845981

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 31ST day of JANUARY, 2011 ,  
between LYNDON T TREADWAY, MARRIED

("Borrower"), and U.S.Bank, NA

("Lender"), amends and supplements  
(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated SEPTEMBER 28, 2001  
and recorded in **Book or Liber 1392, at page(s) 371**  
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  
**4241 MEADOW CREEK DRIVE, HORN LAKE, MISSISSIPPI 38637** ,

### HUD MODIFICATION AGREEMENT

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CLDS# HUD-MOD Rev. 06-15-10

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the real property described being set forth as follows:

**LOT 83, SECTION A, FAIRFIELD MEADOWS SUBDIVISION, SITUATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANCGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEEOF RECORDED IN PLAT BOOK 62, PAGES 19-26, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI**

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 **FEBRUARY 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **132,728.93**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **28,844.87** 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 **4.750** %, from **FEBRUARY 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **692.38**, beginning on the **1ST** day of **MARCH, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 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**

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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**

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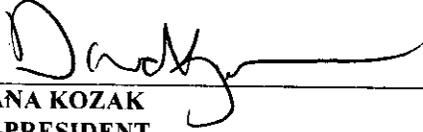
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U.S.Bank, NA



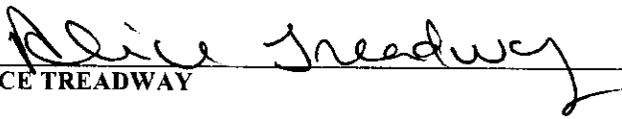
Name: **DANA KOZAK**  
Its: **VICE-PRESIDENT**

(Seal)  
- Lender



**LYNDON T TREADWAY**

(Seal)  
- Borrower



**ALICE TREADWAY**

(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

**HUD MODIFICATION AGREEMENT**

CoreLogic Document Services

CoreLogic, Inc.

CLDS# HUD-MOD-4 Rev. 06-15-10

9900431502

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF De Soto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of February, 20 11, within my jurisdiction, the within named LYNDON T TREADWAY AND ALICE TREADWAY

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

*[Signature]*  
(NOTARY PUBLIC)

My commission expires: Oct. 6, 2014



(Affix official seal, if applicable)

**LENDER ACKNOWLEDGMENT**

STATE OF Ohio

COUNTY OF Cuyahoga

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of February, 20 11, within my jurisdiction, the within named \_\_\_\_\_

DANA KOZAK, who acknowledged that (he) (she) is VICE-PRESIDENT of \_\_\_\_\_

us Bank, NA  
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.

*[Signature]*  
(NOTARY PUBLIC)

My commission expires: 10-29-2012

(Affix official seal, if applicable)

**HUD MODIFICATION AGREEMENT**  
CoreLogic Document Services  
CoreLogic, Inc.  
CLDS# MSHUD-MOD-5 Rev. 10-19-10



LISA M. RHODES  
Notary Public, State of Ohio  
My Commission Expires 10-29-2012