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15461390

Prepared By: LoanCare Servicing Center, Inc. / Dave Nguyen
3637 Sentara Way, Suite 303
Virginia Beach, VA 23452

Indexing Instructions: 757-893-1356
Lot 93, Section C, Fairhaven Estates, Section 2 and 3,
T2S, R6W

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Loan Number: 4613840

MERS Phone: 1-888-679-6377

MIN 1000948 0000030019 2

This Loan Modification Agreement ("Agreement"), made this 2nd day of September, 2010, between Charlie Peters and Christy Peters, husband and wife

("Borrower") and

Freedom Mortgage Corporation

LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate
Amended for Mississippi to include Notary Acknowledgments and other information
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McSP

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated April 23, 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 in the

Recorded 4/29/2008

County
[Name of Records]

Records of

Book 2890 Page 284

Loan Amount \$138,633.00

De Soto County, Mississippi
[County and State, or other jurisdiction]

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

10107 Lacey Dr
Olive Branch, MS 38654

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT A'

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 2, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 152,722.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 for the first year at the yearly rate of 4.875 % from September 1, 2010. Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 808.22, beginning on the 1st day of October, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.875% will remain in effect until principal and interest is paid in full. If on September 1, 2040 (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 the Property 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.
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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

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- (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.

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Charlie Peters (Seal)
Charlie Peters -Borrower

Christy Peters (Seal)
Christy Peters -Borrower

____ (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of **Mississippi**

County of **De Soto**

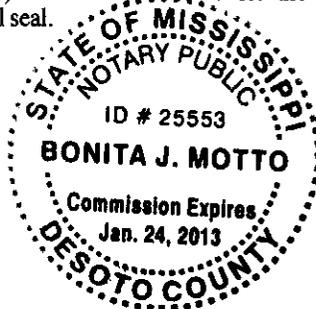
On this **28** day of **September 2010**

Bonita J. Motto
Charlie Peters, Christy Peters

, before me,
, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she (they) executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My commission expires:



Bonita J. Motto 9-28-10
Notary Public Bonita J. Motto

LOANCARE SERVICING CENTER, INC. MODIFIED

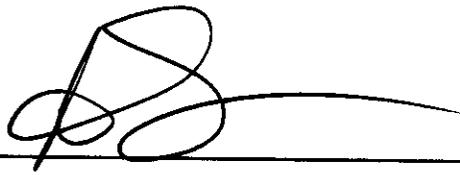
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Freedom Mortgage Corporation

(Seal)
-Lender



Aaron Shippee

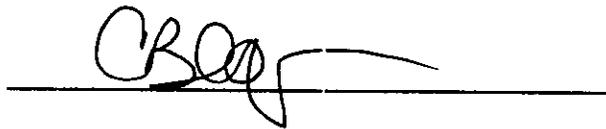
LENDER ACKNOWLEDGMENT

State of Virginia
County of Virginia Beach

Personally appeared before me, the undersigned authority in and for said county and state, on this ^{30th} day of September 2010, within my jurisdiction, the within named Aaron Shippee

who acknowledged that he/she is authorized to execute instruments for the corporation acting as attorney-in-fact on behalf of
Freedom Mortgage Corporation

a Virginia 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 to do so.



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Mortgage Electronic Registration Systems, Inc. _____ (Seal)
-Mortgagee

By: _____

Aaron Shippee

MORTGAGEE ACKNOWLEDGMENT

State of **Virginia**
County of **Virginia Beach**

Personally appeared before me, the undersigned authority in and for said county and state, on this **30th**
day of **September 2011**, within my jurisdiction, the within named **Aaron Shippee**

who acknowledged that he/she is **AVP** of Mortgage Electronic Registration Systems, Inc.,
a **Delaware** 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 to do so.

CB



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Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN DE SOTO COUNTY, STATE OF MISSISSIPPI, AS MORE FULLY DESCRIBED IN DEED BOOK 583, PAGE 329, ID# 2061020500009300, BEING KNOWN AND DESIGNATED AS:

LOT 93 SECTION C, FAIRHAVEN ESTATES SUBDIVISION IN SECTION 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 64 PAGE 40-42 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

BY FEE SIMPLE DEED FROM GMAC MORTGAGE LLC AS SET FORTH IN DEED BOOK 583, PAGE 329 DATED 04/14/2008 AND RECORDED 04/29/2008, DE SOTO COUNTY RECORDS, STATE OF MISSISSIPPI.