

RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVE, STE. 200
CLEVELAND, OH 44114

DATE OF DOCUMENT: OCTOBER 28, 2010

TITLE OF DOC: LOAN MODIFICATION AGREEMENT

GRANTOR(S): CLETE WHITE

GRANTOR'S ADDRESS: 4881 ISABELLE DR., OLIVE BRANCH, MS, 38654

GRANTOR'S PHONE NO:

GRANTEE(S): MGC MORTGAGE, INC

GRANTEE'S ADDRESS: 425 PHILLIPS BLVD, EWING, NJ 08618

GRANTEE'S PHONE NO:

PREPARED BY: WENDY L PASQUA

PREPARER'S ADDRESS: 425 PHILLIPS BLVD, EWING, NJ 08618

PREPARER'S PHONE NO: 800-221-8683

ABBREV LEGAL OR INDEXING INSTRUCTIONS: LOT 14, PLEASANT RIDGE ESTATES
SUBDIVISION, LOCATED IN SEC 23, TOWNSHIP 1 South, R7W,

[Space Above This Line For Recording Date]

MGC Mortgage, Inc.
 Attn: Special Products Dept.
 425 Phillips Blvd.
 Ewing, NJ 08618

Loan # 0022827703

800-221-8683
 prepared by:
 Wendy L Pasqua

LOAN MODIFICATION AGREEMENT
 (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of **September, 2010** between **Clete White and Veronica White** ("Borrowers") and **LPP Mortgage Inc.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **September 7, 2007** between borrowers and **First National Financial Title** and recorded on September 25, 2007 in Book 2794 at Page 326 in the County Recorder's Office of DeSoto County, Mississippi and further assigned to **LPP Mortgage Ltd.** and recorded on April 30, 2010 in Book 3160 at Page 427 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 **4881 Isabelle Dr., Olive Branch, MS, 38654**, the real property described being set forth as follows:

See Exhibit "A" attached

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 7, 2010**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. **\$311,437.62**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
 2. Borrowers promise 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 **10.85%**, from **September 7, 2010**. Borrowers promise to make monthly payments of principal and interest of U.S. **\$2,968.14** beginning on the first day of **October, 2010**, and continuing thereafter on the same day of each succeeding month. The yearly rate of **10.85%** will remain in effect until principal and interest are paid in full. If on **March 7, 2038**, I still owe amounts under this modification agreement, I will pay those amounts in full on that date, which is called the ("Maturity Date"). The Borrowers will make such payments at:
- MGC Mortgage, Inc.**
 425 Phillips Blvd.
 Ewing, NJ 08618
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowers are not natural persons and a beneficial interest in Borrowers 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 Borrowers 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 Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail 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 Borrowers.

4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are 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, Borrowers waive any Timely Payment Rewards rate reduction to which Borrowers may have otherwise been entitled; and
 - 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. Borrowers understand and agree 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 Borrowers' 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) Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - d) 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.
 - e) 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 Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - f) Borrowers agree 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 Borrowers.

By: Mark Kelbaugh
 Mark Kelbaugh, Authorized Representative

Clete White (Seal)
 Clete White
Veronica White (Seal)
 Veronica White

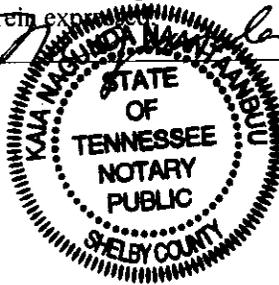
[Space Below This Line For Acknowledgements]

My Commission Expires: DeSoto
September 1, 2014
STATE OF _____
COUNTY OF MS

SS:

BE IT REMEMBERED THAT, on this 24th day of Sept, 2010, before me, the subscriber named below, personally appeared **Clete Whitwho**, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Notary Public



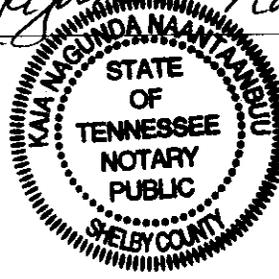
Kala Magunda Naantambu

My Commission Expires: DeSoto
September 1, 2014
STATE OF _____
COUNTY OF MS

SS:

BE IT REMEMBERED THAT, on this 24th day of Sept, 2010, before me, the subscriber named below, personally appeared **Veronica Whitwho**, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

Notary Public



Kala Magunda Naantambu

My Commission Expires: DeSoto
September 1, 2014
STATE OF _____
COUNTY OF MS

SS:

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 2010, by **Mark Kelbaugh**, an Authorized Representative of **LPP Mortgage, Inc.**, on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

Notary Public



Kala Magunda Naantambu

[Space Below This Line For Acknowledgements]

STATE OF _____)
COUNTY OF _____)

SS:

BE IT REMEMBERED THAT, on this _____ day of _____, 2010, before me, the subscriber named below, personally appeared **Clete Whitwho**, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Notary Public

STATE OF _____)
COUNTY OF _____)

SS:

BE IT REMEMBERED THAT, on this _____ day of _____, 2010, before me, the subscriber named below, personally appeared **Veronica Whitwho**, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Notary Public

STATE OF NJ)
COUNTY OF Merer)

SS:

The foregoing instrument is hereby acknowledged before me this 28th day of Oct, 2010, by **Mark Kelbaugh**, an Authorized Representative of **LPP Mortgage, Inc.**, on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

Notary Public

Wendy L Pasqua

*Notary Public
State of New Jersey
Wendy L. Pasqua
My commission expires Mar. 27 2012*

EXHIBIT A

SITUATED IN THE COUNTY OF DESOTO AND STATE OF MISSISSIPPI:

LOT 14, PLEASANT RIDGE ESTATES SUBDIVISION, LOCATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 7 WEST. AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 94, PAGE 30, CHANCERY CLERK'S OFFICE FOR DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO CLETE WHITE AND VERONICA WHITE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON FROM J.D. BUILDERS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY BY DEED DATED 09/07/07 AND RECORDED 09/25/07 IN BOOK 569, PAGE 254 IN THE LAND RECORDS OF DESOTO COUNTY, MISSISSIPPI.

Permanent Parcel Number: 107623090-00014
CLETE WHITE AND VERONICA WHITE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

4881 ISABEL DRIVE, OLIVE BRANCH MS 38654
Loan Reference Number : 0022827703
First American Order No: 42122495
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



 WHITE MS

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

