

Loan #: 118513564

-----FOR INTERNAL USE ONLY-----

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4th day of August 2009, between DEANNA GALLANT, GEORGE GALLANT and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 23rd day of February 2006 and in the amount of \$94,900.00 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 in the 'Property', located at 825 MAPLE COVE, SOUTHAVEN, MS 38671.

SAME AS IN SAID SECURITY INSTRUMENT

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 the 1st day of October 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$93,607.04 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.125% from the 1st day of September 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$459.15 beginning on the 1st day of October 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of September 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA or at such other place as the Lender may require.
- 4 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 the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

Deanna J. Gallant
DEANNA GALLANT

George Gallant
GEORGE GALLANT

8-12-09
Dated

8-12-09
Dated

STATE OF MS
COUNTY OF DeSoto

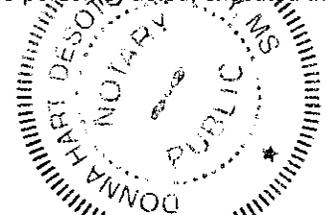


On 8-12-09 Before DONNA HART
Notary Public, personally appeared DEANNA J. GALLANT AND GEORGE GALLANT

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 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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. *Donna Hart*
Signature

My Commission Expires 9-7-12



DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Stewart Lender Services, Inc., its attorney in fact

By: *Myra LeBlanc*

Myra LeBlanc, V.P., Stewart Lender Services, Inc.

9-4-12

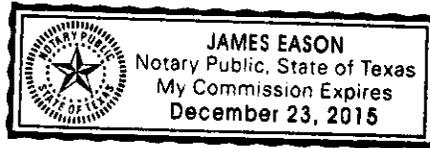
Date

STATE OF TEXAS

COUNTY OF HARRIS

On September 4, 2012 before me, James Eason Notary Public-Stewart Lender Services, Inc., personally appeared Myra LeBlanc V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature

James Eason
James Eason

My commission expires: December 23, 2015

Order ID: 7852508

Loan Number: 118513564

Property Address: 825 MAPLE COVE, SOUTHAVEN, MS 38671



EXHIBIT A

LOT 40, AUTUMN WOODS SUBDIVISION, SITUATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGE 40, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Recording Requested by/After Recording Return To:

Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

Order ID: 7852508
Loan Number: 118513564

Project ID: 95262

EXHIBIT B

Borrower Name: DEANNA GALLANT and GEORGE GALLANT
Property Address: 825 MAPLE COVE, SOUTHAVEN, MS 38671

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 03/06/2006 as Instrument/Document Number: N/A, and/or Book/Liber Number: 2423 at Page Number: 330 in the real records of DESOTO County, State of MS.

Additional County Requirements:

Original Loan Amount: 94,900.00

