LS 1/17/13 11:31:14
LS DK T BK 3,569 PG 774
SS DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

~~When recorded mail to: #~~
First American Title
Loss Mitigation Title Services 180
P.O. Box 27670
Santa Ana, CA 92799
RE: PUTT - PROPERTY REPO

~~When recorded mail to: #78024~~

If Applicable: MERS MIN: 100140900000377440 MERS Phone: 1-888-679-6377

Prepared by: Andre Simon Office: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 Loan # 2004632761

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made October 8, 2012 , between PAMELA J PUTT, TIMOTHY PUTT ("Borrower") residing at 415 SANDALWOOD DR, SOUTHAVEN, MS 38671-4223, and CitiMortgage, Inc. ("Lender") If Applicable: follow with successor by reason of merger with N/A and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 09/27/07 and recorded on 10/10/07 , Document number na , Book number 2802, Page 379 in 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 415 SANDALWOOD DRIVE, SOUTHAVEN MS, 38671 the real property described as being set forth as follows:
LT 1255, Section F Greenbrook Subdivision, Sec 19, TWP 1 S, R 7 W, BK 9, Page 46
(SEE ATTACHED LEGAL DESCRIPTION)

If not recording remove reference to described as being set forth as follows, see attached legal description. Specialist should enter language: as per your original loan documents.
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 10/08/12, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $ 135,920.12. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of $ 16,616.55, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 11/01/12, the New Unpaid Principal Balance will be $ 152,536.67.
APN: 107930030 0125500

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125 % effective 10/01/12 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. $ 739.27 (which does not include and amounts required for Insurance and/or Taxes) beginning on 11/01/12 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 10/01/42 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

9

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

A. That, as of the Modification Effective date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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 of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

A. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement. I understand that I enter this Agreement voluntarily and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

B.

[X] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

10-15-2012 Pamela J Putt
Date **Borrower - PAMELA J PUTT**

10-15-2012 Timothy Putt
Date **Borrower - TIMOTHY PUTT**

Amy L Kitsmiller
Vice President
CitiMortgage, Inc.

11-15-12 Amy L Kitsmiller
Date CitiMortgage, Inc.

Chad G. DuMay
Vice President
Mortgage Electronic Registration Systems, Inc.

11-15-12 Chad DuMay
Date ~~Lender~~ Mortgage Electronic Registration Systems, Inc, Nominee for Lender

CITIMORTGAGE, INC. CORPORATE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CORPORATE SEAL 1999 DELAWARE

-----------------[Space Below This Line for Acknowledgments]------------------

State of Mississppi)
)SS
County of De Soto)

On this 15th day of October, 12, before me personally appeared **PAMELA J PUTT**, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public Danielle Powell

My Commission Expires: 6-19-15

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

* *

State of Mississppi)
) SS
County of De Soto)

On this 15th day of October, 12, before me personally appeared **TIMOTHY PUTT**, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public Danielle Powell

My Commission Expires: 6-19-15

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

STATE OF MISSISSIPPI
COUNTY OF DE SOTO

Sworn to before me this 15th day of October, 2012.

Danielle Powell
Notary Public

My Commission Expires: 6-19-15

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

STATE OF MISSISSIPPI
COUNTY OF DE SOTO

Sworn to before me this 15th day of October, 2012.

Danielle Powell
Notary Public

My Commission Expires: 6-19-15

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

The foregoing Compliance Agreement was acknowledged before me this 15th day of October, 2012 by PAMELA J PUTT & TIMOTHY PUTT as Borrower(s)

WITNESS my hand and official seal.

My commission Expires: 6-19-15

Danielle Powell

Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

The foregoing Compliance Agreement was acknowledged before me this 15th day of October, 2012 by PAMELA J PUTT & TIMOTHY PUTT as Borrower(s)

WITNESS my hand and official seal.

My commission Expires: 6-19-15

Danielle Powell

Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99439 DANIELLE POWELL Commission Expires June 19, 2015 DESOTO COUNTY

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State of Missouri)
)
County of St Charles)

On 11/15/2012, before me appeared Amy L. Kitsmiller, to me personally known, being duly sworn or affirmed did say that she is a Vice President Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Amy L. Kitsmiller acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

Notary Public
Lee Kee Robinson, Sr.
My Commission Expires: May 20th, 2013

LEE KEE ROBINSON, SR.
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: May 20, 2013
Commission Number 09462618

Legal Description Exhibit

Lot 1255, Section F, Greenbrook Subdivision, located in Section 19, Township 1 SSouth, Range 7 WWest, as shown on plat of record in Plat Book 9, Page 46 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said property.

PUTT
46340743 MS
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

Certificate of Preparation

Prepared by: LEE KEE ROBINSON SR.
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct # 2004632761

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.

LEE KEE ROBINSON SR.

Preparer Signatures
LEE KEE ROBINSON SR.