

Reference No: N/A

Property and Ownership Information			
Current Owner's Name	FEDERAL NATL MTG ASSN	Completed Date	08/13/2014
		Index Date	08/11/2014
Property Address	█████ycamore ridge, madison, MS 39110	Report Type	Full (Two Owner) Search
APN# / Parcel # / PIN#	08██████0-00	County	Madison
Short Legal Description	██████████ S/D PH B PT 2	Full Legal Description	See attached Deed
Searcher's Notes:			

Vesting Information			
Grantee(s)/Deed Owner	FEDERAL NATIONAL MORTGAGE ASSOC	Deed Date	01/17/14
Grantor / Prior Owner	████████████████████	Recorded Date	01/29/14
Consideration (\$)	N/A	Instr Book/Page#	██████ 39
Sale Price(\$)	N/A	Deed Type	Trustee's Deed
Notes	*F/C MORTGAGE* 2078-443 MORTGAGE (RECORDED 07/26/06) 2372-427 SUB OF TTEE (RECORDED 12/02/08) 2622-876 ASSIGNMENT (RECORDED 12/20/10) TO BAC HOME LOANS SERVICING 2667-52 MODIFICATION (RECORDED 05/17/11) 2692-5 ASSIGNMENT (RECORDED 08/05/11) TO BAC HOME LOANS 2863-364 SUB OF TTEE (RECORDED 11/06/12) 2990-631 ASSIGNMENT (RECORDED 08/15/13) TO GREEN TREE SERVICING LLC 3012-763 SUB OF TTEE (RECORDED 10/07/13)		

Chain Of Title 1			
Grantee(s)/Deed Owner	████████████████	Deed Date	
Grantor / Prior Owner	MICHAEL MCELROY BUILDER LLC	Recorded Date	
Consideration (\$)	N/A	Instr Book/Page#	1██████ 7
Sale Price(\$)	N/A	Deed Type	Warranty Deed
Notes			

This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error. The Report covers only liens of record found during the period of the search. is not responsible for any chain of title defects and chain of title breaks and only reports what's recorded in the public records.

Open Mortgages Information 1			
Borrower	,	Date Signed	
Lender		Date Recorded	
Trustee		Instr Book/Page#	
Mortgage Type		Original Amount(\$)	
Comments	*PLEASE NOTE UNABLE TO LOCATE ANY OPEN MORTGAGES UNDER THE CURRENT OWNER.*	Mortgage Maturity Date	
Related Documents for Mortgage 1			
No assignments found.			

Active Judgments and Liens			
Doc # or Case# or Bk/Pg	Description	Date Recorded	Amount(\$)
23 [REDACTED]	ASSESSMENT LIEN	04/22/08	\$445.00

Property Tax Status			
Tax Year	Property Tax Status	Date (Due Paid)	Amount(\$)
2013	PAID	N/A	\$3,203.58

No prior years delinquent taxes found.

Treasurer's Phone Number:

Property Tax Assessed Value			
Tax Year	Land Value(\$)	Improvements(\$)	Total Assessed(\$)
2014			\$35,789

Additional Information
N/A

This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error. The Report covers only liens of record found during the period of the search. [REDACTED] is not responsible for any chain of title defects and chain of title breaks and only reports what's recorded in the public records.

Parcel Details

Parcel number 08 [REDACTED] /00.00

PPIN [REDACTED] 9

Owner's name [REDACTED]

Physical street number [REDACTED]

Physical street name SYCAMORE RIDGE

Mailing address [REDACTED] SYCAMORE RIDGE

Mailing city MADISON

Mailing state MS

Mailing zip 39110

True Values

Land 45000

Improvement 193590

Total 238590

Assessed Values

Total 35789

Legal description [REDACTED] OKE S/D PH B PT 2

Legal description 2

Legal description 3

Township 08N

Range 01E

Section 13

Taxing District: 2 M

Taxing Exempt:

Supervisor District 2

Municipality

School District MADISON COUNTY

Special Assessment District NONE

Deeds signed through 12/31/2012 and recorded by 1/7/2013

Book / Page / Date

2078 [REDACTED] [New Deed]

197 [REDACTED] [New Deed]

535 [REDACTED] [New Deed]

[Search By Legal Description]

Date 2006-07-25

Homestead NO

Available Maps

- 081F13.PDF

Notice: Map files are very large and may take several minutes to download.

Improvements

No.	Structure Type	Basic	Adj	Year	Value
		Sq Ft	Sq Ft	Built	
1	SINGLE RESIDENCE	2,390	2,783	2006	191590
2	PATIO	425	425	2006	2000

Return to Street Name Search

Need
Help?

Contact
Us



Mississippi 1-Stop

Welcome to the 1STOP online payment interface. The 1STOP online payment interface has been updated to provide an efficient and friendly payment process.

Site menu:

[Renew Tag](#)[Pay Property Tax](#)[Lookup Property Tax](#)[Contact Us](#)[About Us](#)[F.A.Q.](#)[Privacy Policy](#)

Property Tax Lookup Wizard

This wizard will walk you through finding your property tax information

County ➡ Find Your Property ➡

Review your Property Information

Owner [REDACTED]
Address [REDACTED] SYCAMORE RIDGE
Parcel Number 081F-13-338/00.00
Tax Due \$0.00
Paid To Date \$3,203.58

Parcel Number....081F-13-338/00.00
Statement Number..2013 R-015633

Property Type... Real Property
Total Due.....PAID IN FULL

Owner: [REDACTED]

Valuation..... 0

Deed: Section-13 Township-08N Range-01E
B 1 [REDACTED] 2

Taxes: Tax District.....220
Exemption Code...
Tax Rate..... 92.6800
Advalorem Tax.... 3,203.58
Net Advalorem Tax..... 3,203.58

Tax Sale Printing Fee... 3.00

If you have any questions about the information provided here, please contact
Kay Pace, Madison County Tax Collector at one of her three offices:

146 W. Center St	171 Cobblestone Dr	163 Carter St
Canton, MS 39046	Madison, MS 39110	Flora, MS 39071
601-859-5226	601-856-4472	601-879-9537

Important note

Property taxes for several Mississippi counties can be paid here.

Mississippi links

- State of Mississippi
- State Tax Commission
- Hunting & Fishing Licenses
- State Calendar of Events
- Governor of Mississippi
- Mississippi Universities

BOOK 7127001-111-1001-00001-101
INST # 127001-111-1001-00001-101
This instrument was filed for
record 1/29/14 at 2:22:12 PM
CYNTHIA PARKER, C.C. BY: CSL D.C.

Prepared by:
Morris & Associates
855 S Pear Orchard Rd Ste 404 Bldg 400
Ridgeland, MS 39157
Telephone: 318-330-9020
Sean A. Southern Bar# 103043

Return To:
Morris & Associates
2309 Oliver Road
Monroe, LA, 71201
Telephone: 318-330-9020

403
1200
3

**Substitute Trustee's Deed
Indexing Instructions**

Lot [REDACTED] Part 2, Plat Cabinet D at Slide 194B, Madison Co., MS

STATE OF MISSISSIPPI
COUNTY OF Madison

GRANTOR:
Sean A. Southern
855 S Pear Orchard Rd Ste 404 Bldg 400
Ridgeland, MS 39157
318-330-9020

GRANTEE:
Federal National Mortgage Association
In c/o Green Tree Servicing LLC
1400 Turbine Dr
Rapid City, SD 57703
800-544-8056

WHEREAS, on the 24th day of July, 2006 and acknowledged on the 24th day of July, 2006, Terry L. Garrett, and his wife, and Dora Garrett, executed and delivered a certain Deed of Trust unto ReconTrust Company, N.A., Trustee for Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., Beneficiary, to secure an indebtedness therein described, which Deed of Trust is recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2078 at Page 443 Instrument# 507973; and

WHEREAS, on the 14th day of July, 2009, the Holder of said Deed of Trust filed a Loan Modification Agreement of Deed of Trust by instrument recorded in the office of the aforesaid Chancery Clerk of Court in Book 2667 at Page 52 Instrument# 646558; and

WHEREAS, by various assignments on record said Deed of Trust was ultimately assigned to Green Tree Servicing LLC by instrument recorded in the office of the aforesaid Chancery Clerk in Book 2990 at Page 631 Instrument# 711501; and

WHEREAS, on the 2nd day of October, 2013 the Holder of said Deed of Trust substituted and appointed Sean A. Southern as Trustee in said Deed of Trust, by instrument recorded in the office of the aforesaid Chancery Clerk in Book 3012 at Page 763 Instrument# 718506; and

WHEREAS, default having been made in the payments of the indebtedness secured by the said Deed of Trust, and the holder of said Deed of Trust, having requested the sale for the purpose of paying said indebtedness or as much thereof as said brings; and

WHEREAS, I, Sean A. Southern, Substitute Trustee advertised the sale of the following described real property by Substitute Trustee's Notice of Sale, dated 12th day of November, 2013 by posting same at the bulletin board at the New Courthouse at 128 W. North St in Madison County and by publishing said Notice in The Madison County Herald for three (3) consecutive weeks, proof of publication being attached hereto as Exhibit "A" and incorporated herein by reference, which notice stated that the sale would be held on the 2nd day of January, 2014, between the legal hours of 11 o'clock a.m. and 4 o'clock p.m., at public outcry, to the highest bidder for cash at the Courthouse door - front entrance Circuit Courthouse, 128 W. North Street at Canton, Mississippi; and

BOOK [REDACTED]

WHEREAS, I, Sean A. Southern, Substitute Trustee, did on the 2nd day of January, 2014, within legal hours, offer for sale and did sell, to the highest bidder for cash at the Courthouse door - front entrance Circuit Courthouse, 128 W. North Street at Canton, Mississippi the following described real property, to-wit:

Lot B146, Ashbrooke Subdivision, Phase B-Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide 194B, reference to which is hereby made in aid of and as a part of this description.

WHEREAS, at said sale Green Tree Servicing LLC was the highest bidder and best bidder, therefore, for the sum of \$330,867.73 and the same was then and there struck off to Green Tree Servicing LLC and it was declared the purchaser thereof; and

WHEREAS, everything necessary to be done to have a good and lawful sale was done in accordance with law and the terms of the Deed of Trust; and

WHEREAS, Green Tree Servicing LLC, has requested transfer and assignment of its bid to Federal National Mortgage Association and has authorized the undersigned to convey the property described above to Federal National Mortgage Association and the undersigned, by execution of this instrument, does hereby transfer and assign all right, title, and interest of Green Tree Servicing LLC, as the highest and best bidder to Federal National Mortgage Association, pursuant to authority granted to the undersigned in the aforementioned Substitution of Trustee.

NOW THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Substitute Trustee, do hereby sell and convey unto Federal National Mortgage Association the land and property herein described.

I convey only such title as is vested in me as Substitute Trustee

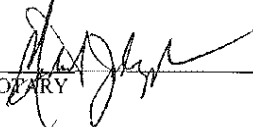
WITNESS MY SIGNATURE, this the 17 day of January, 2014.


Sean A. Southern, Substitute Trustee

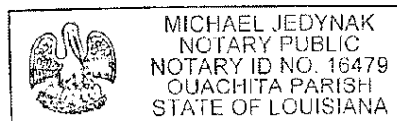
STATE OF LOUISIANA

PARISH OF OUACHITA

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the 17 day of January, 2014, the within named Sean A. Southern, Substitute Trustee, who acknowledged that he executed the above and foregoing instrument of writing, after first having been duly authorized so to do as Substitute Trustee.


NOTARY

AT DEATH
MY COMMISSION EXPIRES



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI MADISON COUNTY

BOOK

###

PASTE PROOF HERE

C69915

MORRIS & ASSOCIATES 312750,

0200454057

F11-1588A

Substitute Trustee's Notice of Sale

STATE OF MISSISSIPPI
COUNTY OF Madison

WHEREAS, on the 24th
day of July, 2006, and
acknowledged on the 24th

delivered a certain Deed of
Trust unto ReconTrust
Company, N.A., Trustee for
Mortgage Electronic
Registration Systems, Inc.
as nominee for
Countrywide Home Loans,
Inc., Beneficiary, to secure
an indebtedness therein
described, which Deed of
Trust is recorded in the
office of the Chancery Clerk
of Madison County, at

WHEREAS, on the 14th
day of July, 2009, the
Holder of said Deed of Trust
filed a Loan Modification
Agreement of Deed of Trust
by instrument recorded in
the office of the aforesaid
Chancery Clerk of Court in
Instrument# 646558; and

WHEREAS, by various
assignments on record said
Deed of Trust was
ultimately assigned to
Green Tree Servicing LLC,
by instrument recorded in
the office of the aforesaid
Chancery Clerk in Book
2990 at Page 631;
Instrument# 711501; and

WHEREAS, on the 2nd day
of October, 2013 the Holder
of said Deed of Trust
substituted and appointed
Sean A. Southern by
instrument recorded in the
office of the aforesaid
Chancery Clerk in Book
9012 at Page 76;
Instrument# 718506; and

WHEREAS, default having
been made in the payments
of the indebtedness
secured by the said Deed
of Trust, and the holder of
said Deed of Trust, having
requested the undersigned
so to do, on the 2nd day of
January, 2014, I will during
the lawful hours of between
11:00 a.m. and 4:00 p.m.,
at public outcry, offer for
sale and will sell, at the
Courthouse door - front
entrance Circuit
Courthouse, 128 W. North
Street at Canton,
Mississippi, for cash to the
highest bidder, the following
described land and
property situated in
Madison County,
Mississippi, to-wit:

2. a subdivision according
to the map or plat thereof,
on file and of record in the
office of the Chancery Clerk
of Madison County at
Canton, Mississippi in Plat
Cabinet D at Slide 194B;
reference to which is hereby
made in aid of and as a
part of this description.

I will only convey such title
as is vested in me as
Substitute Trustee.

WITNESS MY
SIGNATURE, this 12th day
of November, 2013.

Sean A. Southern
Substitute Trustee
855 S Pear Orchard Rd.,
Ste. 404, Bldg. 400
Ridgeland, MS 39157
(318) 330-9020

V/F11-1588A
PUBLISH:
12.12.13/12.19.13/12.26.13
0200454057-01

PERSONALLY appeared before me, the undersigned notary
public in and for Madison County, Mississippi,

BEVERLY BENNETT

an authorized clerk of the MADISON COUNTY HERALD, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
who, being duly sworn, states that the notice, a true copy of
which is hereto attached, appeared in the issues of said
newspaper as follows:

12/12/2013

12/19/2013

12/26/2013

Size: 491 words / 1.00 col. x 118.00 lines

Published: 3 time(s)

Total: \$162.12

Signed

Authorized Clerk of

The Madison County Herald

SWORN to and subscribed before me on 12/26/2013.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



INDEXING INSTRUCTIONS: [REDACTED] Oke Subdivision, Phase B-Part 2
Madison County, MS

BOOK [REDACTED] 3

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

#106
17-

RETURN TO:
Paul David Hastings
Attorney at Law
321 Highway 51, Suite B
Ridgeland, MS 39157

Prepared By:
ANGELA J. WOOD
COUNTRYWIDE HOME LOANS, INC.

100 CONCOURSE PKWY SUITE 100
BIRMINGHAM
AL 35244

Phone: (205) 982-9484

[Space Above This Line For Recording Data]

1397 [REDACTED]

(Escrow/Closing #)

07006

(Doc ID #)

DEED OF TRUST

MIN [REDACTED] 417-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 24, 2006, together with all Riders to this document.

(B) "Borrower" is

[REDACTED]

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(D) "Trustee" is

RECONTRUST COMPANY, N.A.

225 WEST HILLCREST DRIVE MSN TO-02, THOUSAND OAKS, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

MISSISSIPPI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11



-6A(MS) (0005).01 CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7291

Form 3025 1/01

CONV/VA



* 2 3 9 9 1 *



* 1 3 9 7 8 8 7 2 3 0 0 0 0 2 0 0 6 A *

BOOK

DOC ID #: 7006

(F) "Note" means the promissory note signed by Borrower and dated JULY 24, 2006. The Note states that Borrower owes Lender TWO HUNDRED EIGHTY FIVE THOUSAND and 00/100

Dollars (U.S. \$) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2036.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

MADISON
[Name of Recording Jurisdiction]

:

BOOK 2

DOC ID #: 00

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number:

which currently has the address of

SYCAMORE RIDGE, MADISON

[Street/City]

Mississippi 39110-7333 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) 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 this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

BOOK

DOC ID #: 00

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this

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Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.



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17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

BOOK [REDACTED] 2DOC ID #: [REDACTED] 07006

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in MADISON County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

53

DOC ID #: 00013

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

(Seal)

-Borrower

807 WOODBURY ROAD
JACKSON, MS 39206

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF MISSISSIPPI,

Madison

County ss:

On this 24th day of July, 2006, personally appeared before me, the undersigned authority in and for said County and State, the within named

_____, who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.



Notary Public State of Mississippi At Large
My Commission Expires: May 14, 2009
Bonded Thru Heiden, Brooks & Garland, Inc.

Amelia G. Lay
Notary Public

[REDACTED] 0454

Prepared by: ANGELA J. WOOD

COUNTRYWIDE HOME LOANS, INC.

DATE: 07/24/2006

CASE #:

DOC ID #: 0001 [REDACTED] 006

BORROWER: [REDACTED]

PROPERTY ADDRESS: [REDACTED] SYCAMORE RIDGE

MADISON, MS 39110-7333

Branch #: 0000950

100 CONCOURSE PKWY SUITE 100

BIRMINGHAM, AL 35244

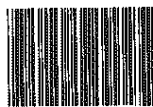
Phone: (205) 982-9484

Br Fax No.: (205) 000-0000

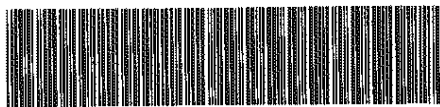
LEGAL DESCRIPTION EXHIBIT A

[REDACTED] Subdivision, Phase B-Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide 194B, reference to which is hereby made in aid of and as a part of this description.

FHA/VA/CONV
Legal Description Exhibit A
2C404-XX (04/03)(d)



* 2 3 9 9 1 *



* [REDACTED] 0 0 0 0 2 0 0 6 A *

MADISON COUNTY MS This instrument was
filed for record July 28, 2006, at 8:00 A.M.

Book 2078 Page 443
ARTHUR JOHNSTON, C. C.

BY: [Signature] D.C.



PAGE 0427

579583

INDEXING INSTRUCTIONS:

Countrywide

467 [REDACTED] S/D, Phase B-Part 2,
Madison County, MS.

SUBSTITUTION OF TRUSTEE

WHEREAS, on July 24, 2006, [REDACTED]
executed a Deed of Trust to **ReconTrust Company, N.A.**, Trustee for the use and benefit of
Mortgage Electronic Registration Systems, Inc., which Deed of Trust is on file and of
record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed of
Trust [REDACTED] hereof; and

WHEREAS, the undersigned is the present holder and beneficiary of the deed of
trust referred to above; and

WHEREAS, under the terms of said Deed of Trust the lender or any assignee is
authorized to appoint a Trustee in the place and stead of the original Trustee or any
successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale,
the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to
said foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an Officer of the
United States of America, or the SECRETARY OF HOUSING AND URBAN
DEVELOPMENT, or whomsoever the undersigned shall authorize. The statement in the
Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to
Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and
conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute
Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute LEM
ADAMS, III, as Trustee in said Deed of Trust, the said Lem Adams, III, to have all the
rights, powers and privileges of the Trustee named in said Deed of Trust.

BOOK 2372 PAGE 0428

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed
on this the NOV 24 2008 day of NOV 24 2008, 2008.

Mortgage Electronic Registration Systems,
Inc.

BY: M. Kelly MichieITS M. Kelly Michie, 1st Vice PresidentSTATE OF MSCOUNTY OF COCA

PERSONALLY appeared before me, the undersigned authority in and for the
jurisdiction aforesaid, M. KELLY MICHIE, who acknowledged to me that
he is 1ST VICE PRESIDENT of Mortgage Electronic Registration Systems,
Inc., and acknowledged to me that he signed and delivered the above and foregoing
Substitution of Trustee on behalf of Mortgage Electronic Registration Systems, Inc. after
being first duly authorized so to do.

GIVEN UNDER my hand and official seal, this the NOV 24 2008 day of
NOV 24 2008, 2008.

REGINA MCANINCH
NOTARY PUBLIC

My Commission Expires:

MAY 10 2010

PREPARED BY AND RETURN TO:

ADAMS & EDENS
Foreclosure Department
A Professional Association
POST OFFICE BOX 400
BRANDON, MISSISSIPPI 39043
(601) 825-9508
A&E File #20912

#113
13
(E)



MADISON COUNTY MS This instrument was
filed for record December 2, 2008, at 8:00 A.M.

Book 2372 Page 427
ARTHUR JOHNSTON, C. C.

BY: [Signature] D.C.

[REDACTED] 876 DOC 03 TY T
INST # 637592 MADISON COUNTY MS.
This instrument was filed for
record 12/20/10 at 9:54:04 AM
ARTHUR JOHNSTON, C.C. BY: HRM D.C.

PREPARED BY:

ADAMS & EDENS
Bankruptcy Department
A Professional Association
POST OFFICE BOX 400
BRANDON, MISSISSIPPI 39043
(601) 825-9508
MS Bar No. 9731
A&E #10-00048-POC

Grantor:

6400 Legacy Drive
Plano, TX 75024-3632
Phone: 972-608-6438

RETURN TO:

ADAMS & EDENS
Bankruptcy Department
A Professional Association
POST OFFICE BOX 400
BRANDON, MISSISSIPPI 39043
(601) 825-9508

Grantee:

6400 Legacy Drive
Plano, TX 75024-3632
Phone: 972-608-6438

BAC [REDACTED]

MIN: [REDACTED] 3417-9

INDEXING INSTRUCTIONS:

[REDACTED] S/D, PHASE B-PART,
MADISON CO., MS

ASSIGNMENT OF DEED OF TRUST

467
FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Mortgage Electronic Registration Systems, Inc., does hereby grant assign unto BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, all its right, title and interest in and to that certain Deed of Trust executed on July, 24, 2006, by [REDACTED] to ReconTrust Company, N.A., Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc.,

which Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed of Trust Book [REDACTED] 3 thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, on this 15th day of December, 2010.

Mortgage Electronic Registration Systems, Inc.

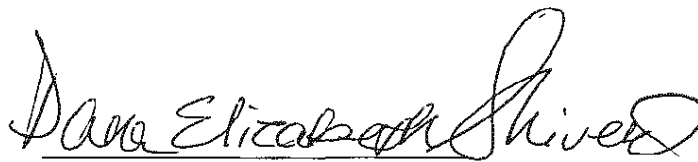
BY: 
JAN SIMMONS
Its: Assistant Secretary

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid Jan Simmons, with whom I am personally acquainted and who acknowledged that she is the Assistant Secretary, of the within named Mortgage Electronic Registration Systems, Inc., and that she signed, sealed and delivered the within and foregoing assignment on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

Witness my signature and official seal on this, the 15th day of December, 2010.


NOTARY PUBLIC



██████████ . DOC 70 TY T
INST # 646558 MADISON COUNTY MS.
This instrument was filed for
record 5/17/11 at 10:16:16 AM
ARTHUR JOHNSTON, C.C. BY: HRM D.C.

PREPARED BY:
BAC HOME LOANS SERVICING, LP
ATTN: HOME RETENTION DIVISION
7105 CORPORATE DRIVE
PTX-B-36
PLANO, TX 75024

PLEASE RETURN TO:
URBAN SETTLEMENT SERVICE ES
WEST
100 BEECHAM DRIVE
PITTSBURGH, PA 15205

*13th ②
#601*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

URBAN LENDING SOLUTIONS
ATTN: Recording Department
100 Beecham Dr STE 104
Pittsburgh, PA 15205
1.888.259.3004

**LOAN MODIFICATION AGREEMENT
(FIXED INTEREST RATE)**

Borrower: ██████████

Lender: BAC HOME LOANS SERVICING, LP

WHEN RECORDED MAIL TO: HOME RETENTION RECORDING DEPARTMENT-PNVA Attn: Ramona Tongdee BAC Home Loans Servicing LP 100 Beedham Drive, SUITE 104 Pittsburgh, PA 15205 275347	f Bank
--	--------

Loan #: 1 [REDACTED]

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of July, 2009, between [REDACTED] and BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 24th day of July, 2006 and in the amount of \$285,000.00 and (2) the Note 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 [REDACTED] SYCAMORE RIDGE, MADISON, MS 39110.

Previous Mortgage Recorded
7/26/2006
Sub division 00407 Cor. 190

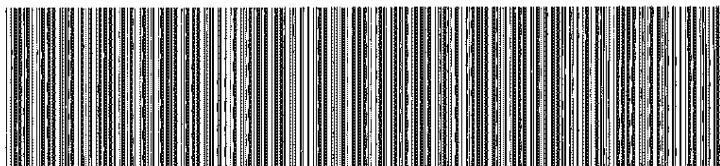
The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$308,297.85 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
- 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 5.375% from the 1st day of August, 2009. The Borrower promises to make monthly payment of principal and interest of U.S. \$1,563.97 beginning on the 1st day of September, 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 August, 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.
- The Borrower will make such payment at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
- 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 consent, the Lender may, at it's option, require immediate payment in full of all sums secured by the Security Instrument.
- The Borrower also will comply with all other covenants, agreements, and requirement of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
 - all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any adjustment, in the rate of interest payable under the Note; and
 - 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 original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



July 14, 2009
 The HOPE Team
 CHL Loan #: 139788723

WDGARMNR 8124 03/26/2008

8027 06/09

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 the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

7. 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, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). 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.

Dated: 8/18/2009

STATE OF Mississippi

COUNTY OF Hinds

On 8/18/09

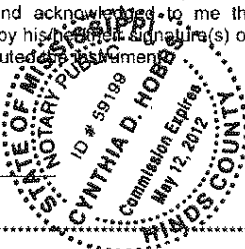
before me CYNTHIA HOBBS

Notary Public, personally appeared

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 signature(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.

Signature Cynthia D. Hobbs

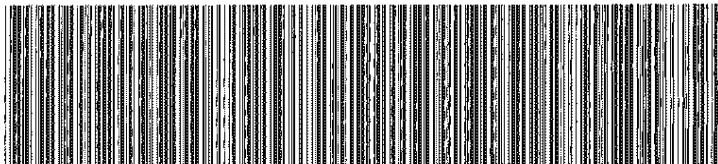


BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A.

By: James L. Smith

Dated: 5-6-2011

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



###

55

DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

BAC Home Loans Servicing, LP
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024

By:

Dated:

James J. Smith
James J. Smith, President

MAR 24 2011

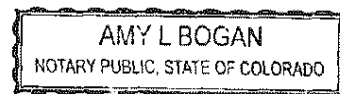
STATE OF COCOUNTY OF BroomfieldOn MAR 24 2011 before me, Amy L Bogan

Notary Public, personally appeared

James J. Smith

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 signature(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.

Amy L Bogan
Amy L. Bogan Signature

My Comm. Expires September 8, 2014

DOC 03 TY T
INST # 651600 MADISON COUNTY MS.
This instrument was filed for
record 8/05/11 at 1:48:00 PM
ARTHUR JOHNSTON, C.C. BY: HRM D.C.

This space for Recorder's use



DocID# 5513050000000023

Tax ID: N/A

Property Address:

Brycamore Rdg

Madison, MS 39110-7333

MS0v3-ADT 14507337

7/26/2011

Recording Requested By:

Bank of America

Prepared By:

Debbie Nieblas

888-603-9011

450 E. Boundary St.

Chapin, SC 29036

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036

409
13.00
②

467/146 B

MIN #: 3417-9

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.

Borrower(s):

Original Trustee: RECONTRUST COMPANY, N.A.

Date of Deed of Trust: 7/24/2006 Original Loan Amount: \$285,000.00

Recorded in MADISON County, MS on: 7/26/2006, book 2078, page 0443 and instrument number 507973

Property Legal Description:

SUBDIVISION, PHASE B-PART 2, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY AT CANTON, MISSISSIPPI IN PLAT CABINET D AT SLIDE 194B, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

Indexing Instructions: Lot(s) A Subdivision: ASHBROOKE Town: CHANCERY CLERK

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

7/29/11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: Beverly Brooks
Beverly Brooks, Assistant Secretary

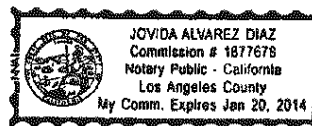
State of California
County of Ventura

On July 29, 2011 before me, Jovida Alvarez Diaz, Notary Public, personally appeared Beverly Brooks, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is 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~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jovida Alvarez Diaz
Notary Public: Jovida Alvarez Diaz (Seal)
My Commission Expires: Jan 20, 2014
Attached to: Assignment of Deed of Trust
Borrower: Terry L. Garrett, Dora Garrett.



364 DOC 11 TY T
INST # 689014 MADISON COUNTY MS.
This instrument was filed for
record 11/06/12 at 2:05:21 PM
ARTHUR JOHNSTON, C.C. BY: DAD D.C.

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
John C Morris IV Bar# 103716

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

13⁰⁰@
#6008

467
SUBSTITUTION OF TRUSTEE

2, Plat Cabinet D at Slide 194B, Madison Co., MS

STATE OF MISSISSIPPI
COUNTY OF Madison

Grantor:
Bank of America, N.A.
7105 Corporate Drive
Plano, TX 75024
(800) 669-6650

Grantee:
John C Morris IV
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 24th day of July, 2006 and acknowledged on the 24th day of July, 2006, [REDACTED] executed a Deed of Trust to ReconTrust Company, N.A., Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed of Trust Record at Book 2078 at Page 443 Instrument # 507973; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute John C Morris IV, as Trustee, the said John C Morris IV, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 30 day of October, 2012.

Bank of America, N.A.

Tiffany Lynn Boswell Conky 10/30/12
BY Tiffany Lynn Boswell Conky
Assistant Vice President (AVP)

STATE OF Pennsylvania
COUNTY OF Allegheny

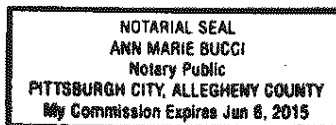
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Tiffany Lynn Boswell Conky known personally to me to be or satisfactorily proved to me to be the AVP for the within named Bank of America, N.A. and that (s)

Ans She executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 30 day of October, 2012.

Ann Marie Buccì
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 6, 2015



BOOK 2990 PAGE 631 DDC 03 TY T
 INST # 711501 MADISON COUNTY MS.
 This instrument was filed for
 record 8/15/13 at 2:48:39 PM
 ARTHUR JOHNSTON, C.C. BY: HRM D.C.
 ###

This space for Recorder's use



DocID# 697

Tax ID: 00-00

Property Address:

Sycamore Rdg

Madison, MS 39110-7333

MS002-ADT 25507328 6/5/2013 GT0531A

Recording Requested By:
 Bank of America
 Prepared By:
 Marcus Jones

16001 N. Dallas Pkwy
 Addison, TX 75001

When recorded mail to:
 CoreLogic
 Mail Stop: ASGN
 1 CoreLogic Drive
 Westlake, TX 76262-9823

68895017

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 whose phone number is does hereby grant, sell, assign, transfer and convey unto GREEN TREE SERVICING LLC whose address is 7360 S. KYRENE ROAD, TEMPE, AZ 85283 whose phone number is all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
 FOR COUNTRYWIDE HOME LOANS, INC.

Borrower(s):

Original Trustee: RECONTRUST COMPANY, N.A.

Date of Deed of Trust: 7/24/2006 Original Loan Amount: \$285,000.00

Recorded in MADISON County, MS on: 7/26/2006, book 2078, page 0443 and instrument number 507973

Property Legal Description:

ON, PHASE B-PART 2, A SUBDIVISION ACCORDING TO THE
 MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY
 CLERK OF MADISON COUNTY AT CANTON, MISSISSIPPI IN PLAT CABINET D AT SLIDE 194B,
 REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

Indexing Instructions: Lot(s): NA Block(s): 46 Subdivision: ASHBROOKE Town: MADISON

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

JUN 05 2013

Bank of America, N.A.

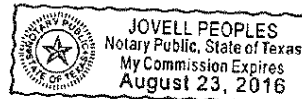
By: Latanya T. Savannah

Latanya T. Savannah
 Assistant Vice President

State of TX, County of DALLAS

On 6-5-13, before me, JOVELL PEOPLES, a Notary Public, personally
 appeared Latanya T. Savannah, Assistant Vice President of Bank of
 America, N.A. personally known to me to be the person(s) whose name(s) is/are subscribed to the within
 document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
 that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s)
 acted, executed the instrument.

Witness my hand and official seal.

Notary Public: JOVELL PEOPLESMy Commission Expires: 8-23-16

F11-15887A

BOOK 3012 PAGE 763 DOC 11 TY T
INST # 718506 MADISON COUNTY MS.
This instrument was filed for
record 10/07/13 at 2:06:21 PM
ARTHUR JOHNSTON, C.C. BY: HRM D.C.

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Sean A. Southern Bar# 103043

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

13⁰⁰ E
604

467
SUBSTITUTION OF TRUSTEE

binet D at Slide 194B, Madison Co., MS

STATE OF MISSISSIPPI
COUNTY OF Madison

Grantor:
Green Tree Servicing LLC
7360 South Kyrene Road
Tempe, AZ 85282
888-315-8733

Grantee:
Sean A. Southern
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 24th day of July, 2006 and acknowledged on the 24th day of July, 2006, [REDACTED] executed a Deed of Trust to ReconTrust Company, N.A., Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed of Trust Record at Book 2078 at Page 443 Instrument # 507973; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Sean A. Southern, as Trustee, the said Sean A. Southern, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

BOOK 3012 PAGE 764

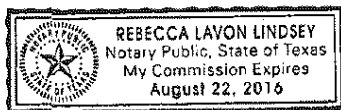
###

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 2 day of October, 2013

Green Tree Servicing LLC

BY: [Signature]
FORECLOSURE SUPERVISORSTATE OF TEXAS
COUNTY OF TARRANT

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Casi Andrijewski known personally to me to be or satisfactorily proved to me to be the FORECLOSURE SUPERVISOR for the within named Green Tree Servicing LLC and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 2nd day of October, 2013[Signature]
NOTARY PUBLICMY COMMISSION EXPIRES: 8/22/2016

BOOK 2078 PAGE 0397

WARRANTY DEED**507964**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **MICHAEL McELROY BUILDER, LLC**, ("Grantor"), does hereby sell, convey and warrant unto [REDACTED] ("Grantee"), the following described land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

0461 [REDACTED] RT 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet D, Slide 194B, reference to which is hereby made in aid of and as a part of this description.

{ Indexing Instructions: Lot B146, Ashbrooke Sub., Phase B-Part 2, Madison, Madison County, Mississippi. }

IT IS AGREED AND UNDERSTOOD that the taxes for the current year (2006) have been prorated as of this date on an estimated basis, and when said taxes are actually determined if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantee or his assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or its assigns, any over payment on an actual proration.

THIS CONVEYANCE is subject to any and all applicable building restrictions, restrictive covenants, rights of way, easements and any and all government regulations, ordinances, zoning laws, and prior mineral reservations and/or transfers applicable to the above described property.

WITNESS MY SIGNATURE this the 24 day of July 2006.

MICHAEL McELROY BUILDER, LLC

BY: 

MICHAEL McELROY, Manager

BOOK 2078 PAGE 0398

STATE OF MISSISSIPPI

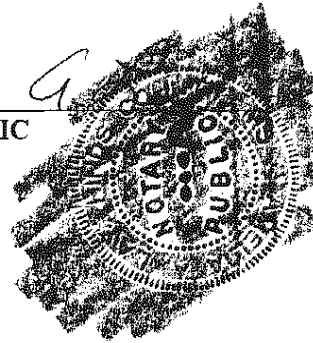
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 24th day of July, 2006, within my jurisdiction, the within named Michael McElroy, who acknowledged that he is manager of Michael McElroy Builders, LLC, a Mississippi limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Amelia G.
NOTARY PUBLIC

My Commission Expires:

~~Notary Public State of Mississippi At Large~~
My Commission Expires: May 14, 2009
Bonded Thru Heiden, Brooks & Garland, Inc.



GRANTORS:

P.O. Box 1393
Ridgeland MS 39158
601 605 4322

GRANTEE:

[Redacted] Sycamore Ridge
Madison MS 39110
601 918-0312

Document Prepared By: #105
Paul David Hastings 12-
Attorney at Law
321 Highway 51, Suite B
Ridgeland, Mississippi 39157
(601) 607-2996

MADISON COUNTY MS This instrument was
filed for record July 26, 2006, at 8:00 A.M.

Book 2078 Page 397
ARTHUR JOHNSTON, C. C.

BY: [Signature] D.C.

