

THAT CERTAIN PIECE OF PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the SECOND DISTRICT the City of New Orleans, Parish of Orleans, State of Louisiana, designated as LOT 4, SQUARE 372, bounded by Orleans, White, St. Ann and Dupre Streets, said lot measures 31 feet 6 inches front on Orleans Avenue by a depth of 87 feet 5 inches 5 lines on the line of Lot 3, 87 feet 6 inches 6 lines on the opposite sideline, said lot commences at a distance of 94 feet 6 inches 2 lines from the corner of Orleans and White Streets. All as more fully shown on survey by BFM Corporation dated September 10, 1986.

1-A.

Petitioner alleges that the Promissory Note was endorsed on the back of Page 4 payable to First Franklin Financial Corporation by First Franklin Financial Corp., an Op. Sub. of MLB&T Co., FSB, which is adequate for Executory process by authority of La. R.S. 9:4422(2). Said endorsement is a private writing which is deemed authentic for the purposes of Executory process by Louisiana R.S. 9:4422 and La. C.C.P. Art. 2635.

1-B.

First Franklin Financial Corporation endorsed on the back of Page 4 the Note in blank rendering the Note bearer paper as defined in Louisiana R.S. 10:3-109 so that the Note could be negotiated by transfer of possession alone. Said endorsement is a private writing which is deemed authentic for the purposes of Executory process by La. RS 13:4102(A), Louisiana R.S. 9:4422 and La. C.C.P. Art. 2635.

1-C.

Said note was scheduled to have an interest rate change on August 1, 2009, which did not occur because loans was then in default as of August 1, 2009 and all sums due had been accelerated and declared due and owing.

1-D.

Prior to acceleration your Petitioner gave Notice to Defendant(s) that they were in default. The default was not timely cured therefore Petitioner accelerated the payments in full of all sums secured by the mortgage.

2.

In the above described Act of Mortgage, the said mortgagor(s) confessed judgment upon said note and mortgage and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by Executory process for cash with or without benefit of appraisalment, and without the necessity of legal demand for payment, or putting in default. The said Act of Mortgage further provides that said

mortgagor(s) does not have the right to sell the said property to the purchaser of the said act and includes a pact de non alienando. The said act further provides that the mortgagor(s) will pay the fees of the attorney employed to collect the said note and mortgage. Said mortgagor(s) has likewise waived all homestead exemptions.

3.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof, shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing, together with said attorneys' fees.

4.

Petitioner avers that the said note is past due and exigible, and that the monthly installment due on August 1, 2009 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of \$91,654.38 together with interest at the rate of 9.950 per cent per annum thereon from July 1, 2009 and reasonable attorneys' fees of 25% of the sums due under the Note, are due, owing and unpaid.

5.

Petitioner now annexes hereto the following documents:

1. Original Promissory Note;
2. Certified true copy of Act of Mortgage;

and makes all a part hereof as though copied at length herein.

6.

Petitioner alleges that the above described mortgage secures the repayment to Petitioner of any and all advances made by it for the payment of taxes, insurance premiums, and repairs or maintenance on the above described property as well as late charges on the monthly installments which may be paid or accrued during the pendency of this suit.

7.

Petitioner alleges that from a review of its loan file, notes and correspondence and to the best of Petitioner's knowledge, information and belief, it does not appear that its loan is subject to the Servicemembers' Civil Relief Act.

Petitioner alleges amicable demand to no avail.

Wherefore, the premises and annexed documents and affidavit considered, petitioner prays that an order of Executory process issue herein; that immediately, a writ of Seizure and Sale issue herein, directing the Sheriff of Orleans Parish, to Seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above described Act of Mortgage, to sell the said property above described according to law, for cash and without benefit of appraisalment, and to pay and satisfy the claim of your petitioner in the full sum of \$91,654.38 with interest at the rate of 9.950 per cent per annum from July 1, 2009 together with reasonable attorneys' fees of 25% of the sums due under the Note, plus any sums paid by Petitioner during the pendency of this suit as authorized by the note or mortgage, including but not limited to taxes, insurance premiums and maintenance or appraisals of the above described property, together with all other charges permitted by the note or mortgage including prepayment penalties and late charges and all costs of Court; and that out of the proceeds of said sale, Petitioner be paid the amount of the said claim by preference and priority over all persons whomsoever.

Petitioner further pray for all general and equitable relief.

Respectfully submitted:

JACKSON & McPHERSON, L.L.C.

BY

ANNE E. RAYMOND, Bar No. 25840

1010 Common Street, Suite 1800

New Orleans, Louisiana 70112

(504) 581-9444 PHONE

(504) 588-2888 FAX

ATTORNEY FOR PETITIONER

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared the Attorney for Petitioner in the above and foregoing Petition for Executory Process, who after being first duly sworn by me, Notary Public, did depose and say that she has read the above Petition and that all of the allegations herein contained are true and correct based upon information and belief derived from the records kept in the ordinary course of business of the mortgagee. (La. R.S. 9:5555(B))

Anne E. Raymond
Anne E. Raymond

SWORN TO AND SUBSCRIBED BEFORE
ME, NOTARY, THIS 9TH DAY OF
DECEMBER, 2009

Cris Jackson
NOTARY PUBLIC

CRIS R. JACKSON

Notary Public, Parish of Orleans, State of LA
Bar Roll No. 20876
My Commission is issued for life

ORDER

Considering the allegations of the foregoing petition, and the exhibits attached hereto:

IT IS ORDERED that a Writ of Seizure and Sale be issued herein forthwith, as prayed for and according to law.

NEW ORLEANS, Louisiana, this 16 day of December 2009.

[Signature]
JUDGE

CLERK OF COURT, PLEASE ISSUE WRIT OF SEIZURE AND SALE TO SHERIFF AS PRAYED, AND ASK SHERIFF TO SERVE NOTICE OF SEIZURE AS FOLLOWS:
ON DEBTOR(S):

Naaman C. Stewart

2813 Orleans Avenue

New Orleans, Louisiana 70119

OR

Naaman C. Stewart

106 Buckingham

Laplace, Louisiana 70068

SHERIFF, PLEASE ALSO SERVE NOTICE ON ANY OCCUPANTS OR TENANTS, IN ACCORDANCE WITH La. C. C. P. 2293(B)(2):

2813 Orleans Avenue

New Orleans, Louisiana 70119

DEC 17 2009
FILED ON MINUTES
VERIFIED
CLERK

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 16, 2007
[Date]

new orleans
[City]

Louisiana
[State]

2813 ORLEANS AVE
NEW ORLEANS, LA 70119

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$92,700.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.9500%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on September 01, 2007

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$810.09. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*)—
Single Family—Fannie Mae Uniform Instrument

Form 3520 1/01

ITEM 5750L1 (0011) MFCD6051

(Page 1 of 4 pages)

4001514462 GreatDocs™
To Order Call: 1-800-968-5775

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 2009, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six months U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five and Nine Tenths

percentage points (5.9000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the first Change Date will not be greater than 12.9500% or less than 9.9500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

One

percentage points (1.0000 %) from the rate of interest I have been paying for the proceeding 6 months. My interest rate will never be greater than 15.9500 % nor less than 9.9500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Form 3520 1/01

7. BORROWER'S FAILURE TO MAKE PAYMENTS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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.

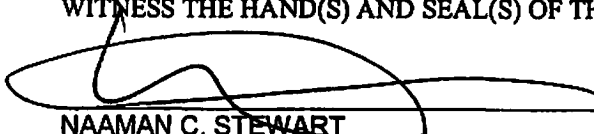
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


NAAMAN C. STEWART

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

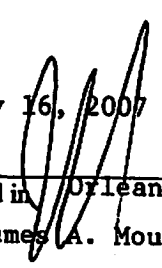
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

"NE VARIETUR" for identification with a mortgage given before me on July 16, 2007


Notary qualified in Orleans Parish, Louisiana
James A. Mounger

STATE OF LOUISIANA
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

NO. 09-13079 DIVISION K

SECTION 5

DOCKET 4

U.S. BANK, NATIONAL ASSOCIATION,
as SUCCESSOR TRUSTEE to BANK of AMERICA, N. A. as SUCCESSOR by MERGER to
LASALLE BANK N. A., as TRUSTEE for MERRILL LYNCH FIRST FRANKLIN
MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES,
SERIES 2007-5

versus

NAAMAN C. STEWART

TO: THE CIVIL SHERIFF IN AND FOR THE PARISH OF ORLEANS, STATE OF LOUISIANA

WRIT OF SEIZURE AND SALE

GREETING: YOU ARE COMMANDED,

in the name of the State of Louisiana and of the Civil District Court for the Parish of Orleans,
to Seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in
the above described Act of Mortgage, to sell the said property above described according to law, for
cash and without benefit of appraisal, and to pay and satisfy the claim of your petitioner in the full
sum of \$91,654.38 with interest at the rate of 9.950 per cent per annum from July 1, 2009 together with
reasonable attorneys' fees of 25% of the sums due under the Note, plus any sums paid by Petitioner
during the pendency of this suit as authorized by the note or mortgage, including but not limited to
taxes, insurance premiums and maintenance or appraisals of the above described property, together
with all other charges permitted by the note or mortgage including pre-payment penalties and late
charges and all costs of Court; and that out of the proceeds of said sale, Petitioner be paid the amount
of the said claim by preference and priority over all persons whomsoever.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and
improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and
advantages thereunto belonging or in anywise appertaining, situated in the SECOND
DISTRICT the City of New Orleans, Parish of Orleans, State of Louisiana, designated as
LOT 4, SQUARE 372, bounded by Orleans, White, St. Ann and Dupre Streets, said lot
measures 31 feet 6 inches front on Orleans Avenue by a depth of 87 feet 5 inches 5 lines on
the line of Lot 3, 87 feet 6 inches 6 lines on the opposite sideline, said lot commences at a
distance of 94 feet 6 inches 2 lines from the corner of Orleans and White Streets. All as more
fully shown on survey by BFM Corporation dated September 10, 1986.

RECEIVED
2009 DEC 17 A 10:23
CIVIL SHERIFF'S OFFICE

And what you do in the premises you make return thereof, together with this writ to our said Court, as the
law directs.

Witness the Honorables Robin M. Giarrusso, Michael G. Bagneris, Tiffany G. Chace, Ethel S. Julien,
Nadine M. Ramsey, Sidney H. Cates, IV, Lloyd J. Medley, Jr., Rosemary Ledet, Paulette R. Irons, Piper
D. Griffin, Kern A. Reese, Madeleine M. Landrieu, Herbert A. Cade and Christopher J. Bruno, Judges of
the said Court, this 16th day of DECEMBER in the year of our Lord, two-thousand nine, in the
two-hundred and thirty-~~third~~^{fourth} year of Independence of the United States.

Issued at the request of:

Anne E. Raymond, Bar Roll No. 25840

Deputy Clerk