

TO: Jimmy
Sierra



Loss Migration
\$85.00
Robert - in
loss migration
D. J. Jones
Citi



05/01/09



COPY

PA

Re: CMI Loan No:
Property Address:



Dear Mortgagor:

Enclosed is your Loan Modification Agreement. Please take the time to thoroughly read and understand this document; you will need to have your signatures notarized before returning the Agreement to us.

PLEASE BE ADVISED THAT ALL OF THE SIGNED AND NOTARIZED MODIFICATION DOCUMENTS ARE TO BE RETURNED AND RECEIVED BY CMI NO LATER THAN June 15, 2009

IF THE DOCUMENTS ARE NOT RECEIVED BY THAT DATE, THERE WILL BE NO EXTENSIONS OF TIME GRANTED, AND YOUR FILE WILL BE CLOSED WITHOUT FURTHER NOTICE OR CONSIDERATION.

I have summarized the terms of the Modification Agreement and demonstrated the changes made to the existing terms and balances:

<u>Existing Terms:</u>	<u>Modified Terms:</u>	<u>Effective Dates:</u>
Due Date: 11/01/08	Modified Due Date: 07/01/09	07/01/09
Maturity Date: 05/01/38	Modified Maturity Date: 05/01/38	07/01/09
Current Unpaid	Modified Unpaid	07/01/09
Principal Balance: \$146,253.98	Principal Balance: \$153,586.59	
Current Principal	Modified Principal and	
Interest Amount: \$881.30	Interest Amount: \$884.99	07/01/09
Current Fixed Interest	Modified Fixed Interest	
Rate: % 6.00000	Rate: % 5.50000	06/01/09
Current Escrow Advance	Modified Required	
(Balance): \$ 616.71	Escrow Balance: \$ 865.74	07/01/09

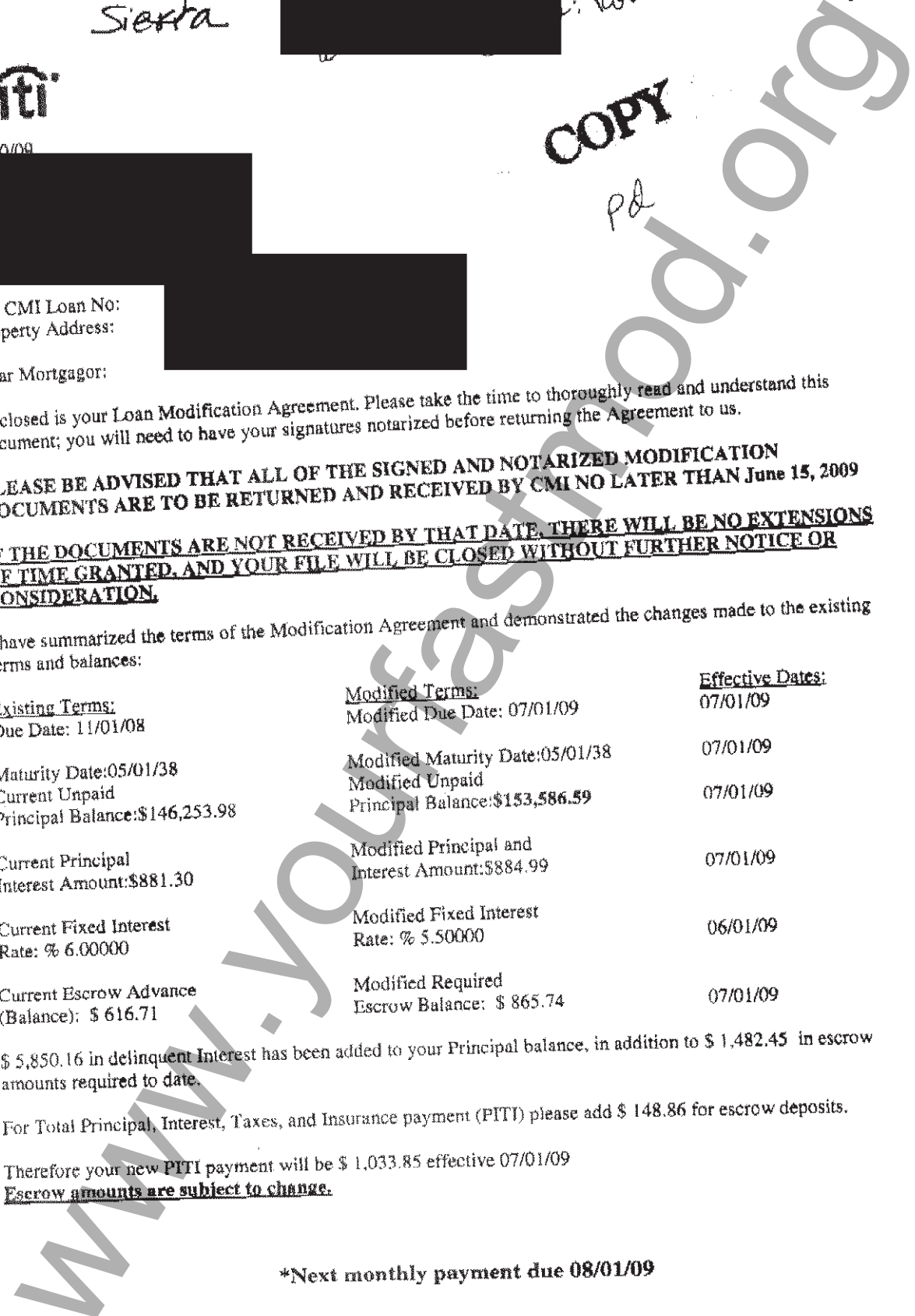
\$ 5,850.16 in delinquent Interest has been added to your Principal balance, in addition to \$ 1,482.45 in escrow amounts required to date.

For Total Principal, Interest, Taxes, and Insurance payment (PITI) please add \$ 148.86 for escrow deposits.

Therefore your new PITI payment will be \$ 1,033.85 effective 07/01/09

Escrow amounts are subject to change.

***Next monthly payment due 08/01/09**



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05/12/09

Please remit the following amounts, in certified funds (WESTERN UNION, MONEY ORDER OR CASHIER'S CHECK), with your signed and notarized Agreement to be received in our office on or before 06/15/09.

ITEMS:
Amount to bring escrow account to date: \$ 1,482.45
Delinquency Expense Fees \$ 158.61
(Foreclosure Attorney Fees and Costs, Inspections, etc.):
Interest: \$ 5,850.16
Modification Fee: \$ 750.00

SUB-TOTAL: \$ 8,241.22

Total Capitalized Amount: \$ 7,332.61
TOTAL AMOUNT DUE: \$ 908.61
Plus 07/01/09 PITI Installment: \$ 1,033.85
Less HUD/MI Contribution: \$ 750.00
Less Funds Received: \$ 507.15
GRAND TOTAL AMOUNT DUE: \$ 685.31 due 06/15/09

where is money
pa 6/8/09 confirmation #
*Next monthly payment due 08/01/09

If your property is in a Standard Flood Hazard Area ("Flood Zone"), you will be required to purchase flood insurance if you do not currently have it.

The overnight delivery for CitiMortgage, Inc. is:
CitiMortgage, Inc.
5280 Corporate Drive
Frederick, MD 21703
Attn: Kathy Trace Pebble

Loss Mitigation Dept 0010

Payments can be sent via Western Union Quick Collect:
Code City - CMI
Code State - MO
Reference your loan #
Western Union charges a fee for this service.

If you have any further questions please contact me directly at 301-696-9045 or toll free at 1-866-272-4749. Thank you in advance for your cooperation.

Sincerely,

Kathy Trace Pebble
Loss Mitigation Dept.

When Recorded Return To:
CitiMortgage, Inc.
Attn: Loss Mitigation Department #0010
5280 Corporate Drive
Frederick, MD 21703

Loan # [REDACTED]

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

This Loan Modification Agreement ("Agreement") is made this [REDACTED] day of [REDACTED] 2009, between [REDACTED] and [REDACTED] COX JR. Married ("Borrower") residing at [REDACTED] and [REDACTED] solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 04/09/08 and recorded on 07/07/08, Document number [REDACTED] Book number na, Page na in the Official Records of MADISON County, Alabama and (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 121 WHITESTONE DRIVE NE, HUNTSVILLE, AL. 35810, the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 05/12/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$146,253.98. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$7,332.61, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 347 months. When payments resume on 07/01/09, the New Unpaid Principal Balance will be \$153,586.59.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.500% effective 06/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$884.99 (which does not include amounts required for Insurance and/or Taxes) beginning on 07/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 05/01/38 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

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

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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

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

Date [Redacted]

Date [Redacted]

Mortgage Electronic Registration Systems, Inc.

Date By: Lender - Craig Houpt
Vice President

_____[Space Below This Line for Acknowledgments]_____

State of _____)
)SS
County of _____)

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

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

Notary Public _____
My Commission Expires: _____

State of _____)
)SS
County of _____)

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

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

Notary Public _____
My Commission Expires: _____