

April 16, 2010



**WALTON, KY, 41094-7813** 

RE: CMI#

Dear Borrowers:



Enclosed is a Modification Agreement necessary to change the interest rate, loan product, term and or monthly payment on your mortgage loan. This document must be executed by you and the Lender in order to modify your mortgage. To expedite the Modification, we may have ordered a title update to ensure that our lien is protected. CitiMortgage may choose not to proceed with the modification if other liens exist.

Please read the Modification Agreement carefully. It must be signed and dated by all obligated parties. If indicated in your Modification Agreement, you must also ensure that two people who witnessed your signature also sign the Agreement (non-married individuals must have two witnesses per individual).

Please be advised that all of the signed modification documents are to be returned and received by CMI no later than April 23, 2010 or the modification terms may be voided at the discretion of CMI. 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.

Your new monthly terms are shown below. If you have been approved for a stepped rate modification, the information below reflects the first year terms only. The change in your principal and interest payment will be reflected upon receipt of the modification agreement.

#### PAYMENT INFORMATION

		NEW	CURRENT
1.	Principal Balance	222,177.37	202,935.84
<b>2</b> .	Interest Rate	5.62500	6.75000
<b>3</b> .	Principal & Interest Payment	1,278.98	1,367.49
4.	Taxes and/or Insurance Escrow	429.30	506.89
<b>\$</b> .	Total Payment	1,708.28	1,874,38
<b>6</b> .	Loan Maturity Date	05/01/40	03/01/36
7.	Next Payment Date	06/01/10	

Please return your executed document(s) in the envelope provided. Please consult a tax advisor for information concerning the tax treatment of the capitalized interest amount. If you have any other questions or need further assistance, please contact Laura Henson at 1-866-895-2969 ext 49055 and refer to your loan number shown above. Thank you for your cooperation.

Sincerely,

Laura Henson Loan Processor Page 1 of 2

**INVAPPRLTR Rev 09/2009** 

#### MODIFICATION CONDITIONS

IF CHECKED, THE FOLLOWING MUST BE RETURNED WITH YOUR EXECUTED MODIFICATION AGREEMENT TO THE ADDRESS BELOW:

Modification documents must be notarized

Funds in the amount of \$\_\_\_, representing all or a portion of the first payment due no later than April

} Subordination Agreement(s) executed by subordinate lien holder(s).

Executed Bankruptcy Rider

( ) Copy of Death Certificate

Copy of Marriage Certificate

} Copy of Divorce Decree

( ) All applicable Borrowers sign and return attached Good Faith Estimate of Settlement Charges

All applicable Borrowers sign and return attached Federal Truth-in-Lending Disclosure

All applicable Borrowers sign and return attached HUD1 Settlement Statement

All applicable Borrowers sign and return Assumption Agreement, Release of Co-Obligor or Addition of Co-Obligor.

Copy of recorded Quit Claim Deed.

All applicable Borrowers individually sign and return attached W-9 Request for Tax Payer Identification and Certification

All applicable Borrowers sign and return Seller's forwarding address

) Borrowers to execute the attached Private Mortgage Insurance Agreement

As of 04/15/10, "unapplied" funds of \$ 1,500.00 are currently being held in your mortgage account unapplied funds, along with any funds due with your Modification Agreement, will be disbursed as follows:

 Modification Fee
 \$ 0.00

 Escrow Advance Balance
 \$ 0.00

 Escrow Required
 \$ 0.00

 Accrued Interest
 \$ 636.89

 Principal
 \$ 0.00

 Other
 \$ 22.32

 Late Fees
 \$ 771.79

Attorney Fees \$ 0.00
Title Fees \$ 0.00
Delinquency Expense \$ 69.00

The above amounts may differ at the time of booking the new modification terms due to the time period between the above date and the booking date. 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.

When Recorded Return To:

CitiMortgage, Inc.

Attn: Loss Mitigation Department #0010

\$280 Corporate Drive Frederick, MD 21703

Loan #

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

This Loan Modification Agreement ("Agreement"), made 04/15/10, between	
("Borrower") residing at WALTON KY, 41094-7813 and	1
CitiMortgage, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and	đ
supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/2:	3/00
and recorded on 03/17/06, Document number na, Book number to the Official Records of	
BOONE County, Kentucky and (2) the Note bearing the same date as, and secured by the Security Instrument	nt.
which covers the real and personal property described in the Security Instrument and defined therein as the	ľ
"Property", located at WALTON KY. 41094, the real property described as being	12
set forth as follows:	
	CitiMortgage, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends as supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/2 and recorded on 03/17/06, Document number na, Book number in the Official Records of BOONE County, Kentucky and (2) the Note bearing the same date as, and secured by the Security Instrume which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at WALTON KY. 41094, the real property described as be

#### (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 04/15/10, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 202,935.84. 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 \$ 19,241.53, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 06/01/10, the New Unpaid Principal Balance will be \$ 222,177.37.
- 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 5.625% effective 05/01/10 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,278.98 (which does not include and amounts required for Insurance and/or Taxes) beginning on 06/01/10 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full

If on 05/01/40 (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 suc 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.

Page 1

Exhibit "A"

File Number:

Description:

The land referred to herein is situated in the State of Kentucky, County of Kenton, City of Estate 600 as follows:

BEING ALL OF LOT NO. SIX-A (6-A), WILDCAT RUN SUBDIVISION, SECTION 4, AS SHOWN ON PLAT IN PLAT CABINET 4, SLIDE 336 OF THE BOONE COUNTY CLERK'S RECORDS AT BURLINGTON, KENTUCKY. SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, INCLUDING, BUT NOT LIMITED TO. THOSE RESTRICTIONS RECORDED IN MISC. BOOK 878, PAGE 145 AND MISC. BOOK 878, PAGE 148 OF THE BOONE COUNTY CLERK'S RECORDS AT BURLINGTON, KENTUCKY.

THE LOT BEING CONVEYED HEREIN IS NOT A BUILDING LOT, BUT A PARCEL OF LAND TO EXTEND THE REAR PROPERTY LINE OF LOT 6, SECTION 2, WILDCAT RUN SUBDIVISION (PLAT CABINET 4, SLIDE 158).

MORE COMMONLY KNOWN AS:

WALTON, KENTUCKY 41094

PARCEL NO.:

GROUP NO.:

4457

DEED REFERENCE: VOLUME D882, PAGE 423

- Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing or elating 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	Borrower -	
Date	Borrower -	
Date	Borrower -	-
Date	Borrower - CitiMortgage, Inc. By:	
Date	Lender - William A Hapeman Assistant Vice President	

STATE OF Kentucky COUNTY OF BOONE

EFFECTIVE DATE: .

04/15/10

BORROWERS: PROPERTY:

WALTON, KY 41094

LOAN NUMBER:

### **COMPLIANCE AGREEMENT**

The undersigned Borrower(s), in consideration of the loan modification of the above-described loan by CitiMortgage, Inc. and/or Assigns (Lender) in the amount of \$ 222,177.37, as evidence by a Promissory Note 03/23/06 and secured by a Deed of Trust or Mortgage of even date against real property commonly known as WALTON KY, 41094 agrees to fully cooperate with any reasonable requests made by the Lender, or its agent, (1) to complete such loan modifications; or (2) to enable Lender to sell, convey, seek a graranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or instrution, the Federal Mortgage Association, The Government Nation Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affi irs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution of any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by the Lender or it's agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agrees to be liable for and to pay or Reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing Losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

DATED this		day of			, 20
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Borrower -

Borrower -

# NOTICE TO BORROWER NOT IN SPECIAL FLOOD HAZARD AREA

Borrower:			
Loan#:			
Property Location: WALTO	ON	KY 41094	
This Notice Date is as of:	04/07/10		
Attached is the completed St improved real estate or mobil the Director of the Federal El Hazard Area ("SFHA"). As mandatory flood insurance in	le home secu mergency Ma a result of th	ring you loan is not locate anagement Agency ("FEN is determination, you will	ed in the area designated to (AA") as a Special Flood
However, your home may be the advisability of obtaining to insurance agent or company a own determination as to when	flood insuran as to the cove	ce at reduced rates. You crage types and amounts a	should check with your
If, however, at anytime during securing your loan is, due to not identified by the Director of I insurance is available under the advised that you must obtain advised that you must obtain a days after we send you such rethe amount we advise you is reyou expense, as we are author Protection Act of 1973, as an arrest the amount we advise you expense.	e-mapping by EMA as an abe National I an appropriation, judgments of the control	y FEMA or otherwise, locarea having special flood flood Insurance Program, the amount of flood insurance flood to purchase flood shall purchase such flood shall purchase such flood	cated in an area that has be hazards and in which floo you will be so notified an nee coverage. If, within 4 insurance in amount less to dinsurance on you behalf
/We, the undersigned borrow	er(s)/applica	nt(s), herby understand ar	nd agree to all the above.
Borrower/Applicant	Date	Borrower/Applicant	Date
Borrower/Applicant	Date	Borrower/Applicant	Date
Borrower/Applicant	Date	Borrower/Applicant	Date