

# Facsimile Transmittal Sheet

(Resource Room Fax only)

TO:

[REDACTED]

FROM:

[REDACTED]

FAX:

[REDACTED]

PAGES:

6

PHONE:

DATE:

9/8/10

REMARKS

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**CONFIDENTIAL NOTE:** The information contained in this facsimile message is intended for the personal and confidential use of the individual or entity named above. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone and return the original to us at the address above via the United States Postal Service. Thank you.



# IMPORTANT INFORMATION

09/03/2010



Re: Property Address:

PALM BAY, FL 32907-2844

PALM BAY, FL 32907-2844

CitiMortgage Loan #:

Dear Borrower(s),

Thank you for your interest in a mortgage modification. CitiMortgage appreciates the opportunity to review your mortgage and your concerns. We are disappointed that we cannot approve a mortgage modification under the government's Home Affordable Modification Program (HAMP) at this time.

However, based upon our review of your account you are eligible for the Alternative Modification offered by the investor that owns your loan. We have enclosed the Alternative Modification document for your review and execution. It is important to note that the Alternative Modification does not contain the annual borrower incentive that the HAMP Permanent Modification would have provided.

**Take advantage of your Modification and reduce your monthly payment.**

**Step 1:** Read The Modification Agreement.

**Step 2:** All borrowers on the mortgage must **COMPLETE AND SIGN THE AGREEMENT AND HARSHIP AFFIDAVIT** as indicated or Citi will have the right to withdraw the offer of the guaranteed interest rate. Please sign documents only where your name appears on the signature line.

**Step 3:** RETURN THE AGREEMENT BY **09/13/10** in the enclosed pre-paid overnight envelope.

**\*\*A payment of \$215.36 must be included to cover the first month's payment\*\***

Drop into any UPS drop box or deliver to any UPS store, authorized UPS outlet or a UPS driver.  
Call UPS at 1-800-742-5877 for a location near your home.

We consider a number of factors in making credit decisions. In your case, we were unable to approve a HAMP loan modification of your mortgage terms because: **Request incomplete.** We are unable to offer you a Home Affordable Modification because you did not provide us with the documents we requested. A notice that listed the specific documents we needed and the time frame required to provide them was sent to you more than 30 days ago.

Our decision was based in part upon information, not necessarily of a derogatory nature, from the consumer reporting agencies identified below. The reporting agencies played no part in our decision and are unable to provide the specific reasons for our decision. Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Under the Fair Credit Reporting Act and the Consumer Credit Reporting Agencies Act, you have the right to make a written request to any credit reporting agency identified below within 60 days of the receipt of this notice to obtain a free copy of your report if eligible:

Experian, 701 Experian Parkway, P.O. Box 2002, Allen, TX 75013 (888) 397-3742 Toll-Free  
Equifax Mortgage Services, 6 East Clementon Rd. Ste A2, Gibbsboro, NJ 08026 (800) 333-0037 Toll-Free  
TransUnion - Consumer Relations, 2 Baldwin Place, P.O. Box 1000, Chester, PA 19022 (800) 916-8800 Toll-Free

As a valued customer, we encourage you to take advantage of FREE credit counseling services that can provide a plan for a debt-free future. Call a credit counseling service in your area or (866) 889-9347 today! If you have any questions regarding this letter, you should contact us at: CitiMortgage, Inc., 4050 Regent Blvd., Irving, TX 75063.

**Optional Provisions:**

Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the Loan has been registered with MERS who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the Loan Documents.

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687180

Investor Loan # [REDACTED]

After Recording Return To:  
CitiMortgage  
1000 Technology Drive, MS 466  
O'Fallon, MO 63368  
Doc Prep/Booking & Closing

This document was prepared by: Tammy Hornberger

[Space Above This Line For Recording Data]

Loan #: [REDACTED]

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 3rd day of September 2010, between [REDACTED] AND [REDACTED] ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 05/05/2006 and recorded in Book or Liber 5646, at page(s) 2207, or Document No. 2006146995, of the BREVARD Records of (Name of Records) FLORIDA and (2) the Note, bearing the same date as, and secured by, the (County and State, or other Jurisdiction) Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at [REDACTED] PALM BAY, FL 32907-2844, (Property Address) the real property described being set forth as follows:

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):

- As of 09/01/2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$217,269.16, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, as set forth in the payment schedule below. Interest will begin to accrue on the modified Loan as of 09/01/2010. If on 09/01/2050, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount*	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	3.750%	09/01/2010	\$874.56	\$229.65 May adjust periodically	\$1,104.21 May adjust periodically	10/01/2010	60
5 Term	4.375%	09/01/2015	\$951.50	May adjust periodically	May adjust periodically	10/01/2015	420



**LOAN WORKOUT PLAN**

In Witness Whereof, the Lender and I have executed this Plan.

CitiMortgage, Inc.

By

Date

^^  
^^

^^Mortgage Electronic Registration Systems, Inc.^^  
^^Nominee for Lender^^

SIGN HERE

SIGN HERE

Date

Date

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You may seek assistance at no charge from HUD-approved housing counselors and may request assistance in understanding this letter by asking for MHA HELP at the HOPE Hotline Number (888) 995-HOPE.

Other foreclosure alternatives may be eligible for you, including but not limited to other modification programs, short sale and/or deed in lieu, deed for lease or forbearance. We appreciate your business and encourage you to contact us to discuss if other foreclosure alternatives are available. If you have questions regarding this letter please call (866) 272-4749. Hours of operation:  
Monday through Friday 8:00 AM - 12:00 AM ET  
Saturday and Sunday 8:00 AM - 8:00 PM ET

Sincerely,

CitiMortgage, Inc.

NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Avenue - Suite 3450, Houston TX 77010.

\* CitiMortgage does not endorse any specific credit counseling agency and are providing this number as a courtesy to our customers. Consumer Credit Counseling Services is not affiliated with CitiMortgage.

If an attorney represents you, please refer this letter to such attorney and provide us with such attorney's name, address and telephone number.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED, DISMISSED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR ANY ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

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3. 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 the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

