



20111011000301820 1/5 \$191.85
Shelby Cnty Judge of Probate, AL
10/11/2011 01:50:42 PM FILED/CERT

CitiMortgage Loan Number: 0006442778

BALLOON LOAN MODIFICATION

01-11165304-01R

(Pursuant to the Terms of the
Balloon Note Addendum and Balloon Rider)

**AN ORIGINAL BALLOON LOAN MODIFICATION
MUST BE EXECUTED BY THE BORROWER:
IT WILL BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of September, 2011, between Michael J. Brown and Amy J. Brown, husband and wife ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 08/19/04, securing the original principal sum of U.S. \$136,800.00, and recorded as Instrument #20040820000467210 in Book or Liber n/a, Page n/a, of the County Records of Shelby County, Alabama; and

(2) The Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 1153 Berwick Rd., Birmingham, Alabama 35242, the real Property described being set forth as follows:

(See attachment)

To evidence the election by the Borrower of the Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner of the Property.

2. As of September 1, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$111,824.71.

3. 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 yearly rate of 4.875%, beginning September 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$674.63, beginning on the 1st day of October, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

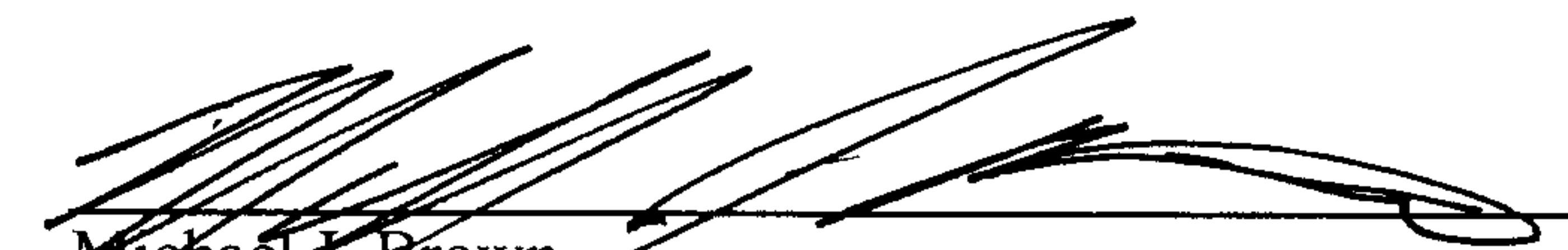
If on September 1, 2034 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at CitiMortgage, Inc. P.O. Box 689196 Des Moines, IA 50368-9196 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

8-9-11
Date


Michael J. Brown
Borrower


8/9/2011
Date

Myeshia Crosby
Witness:
Print:

8-9-11
Date

Amy J. Brown
Amy J. Brown
Borrower

8/9/2011
Date

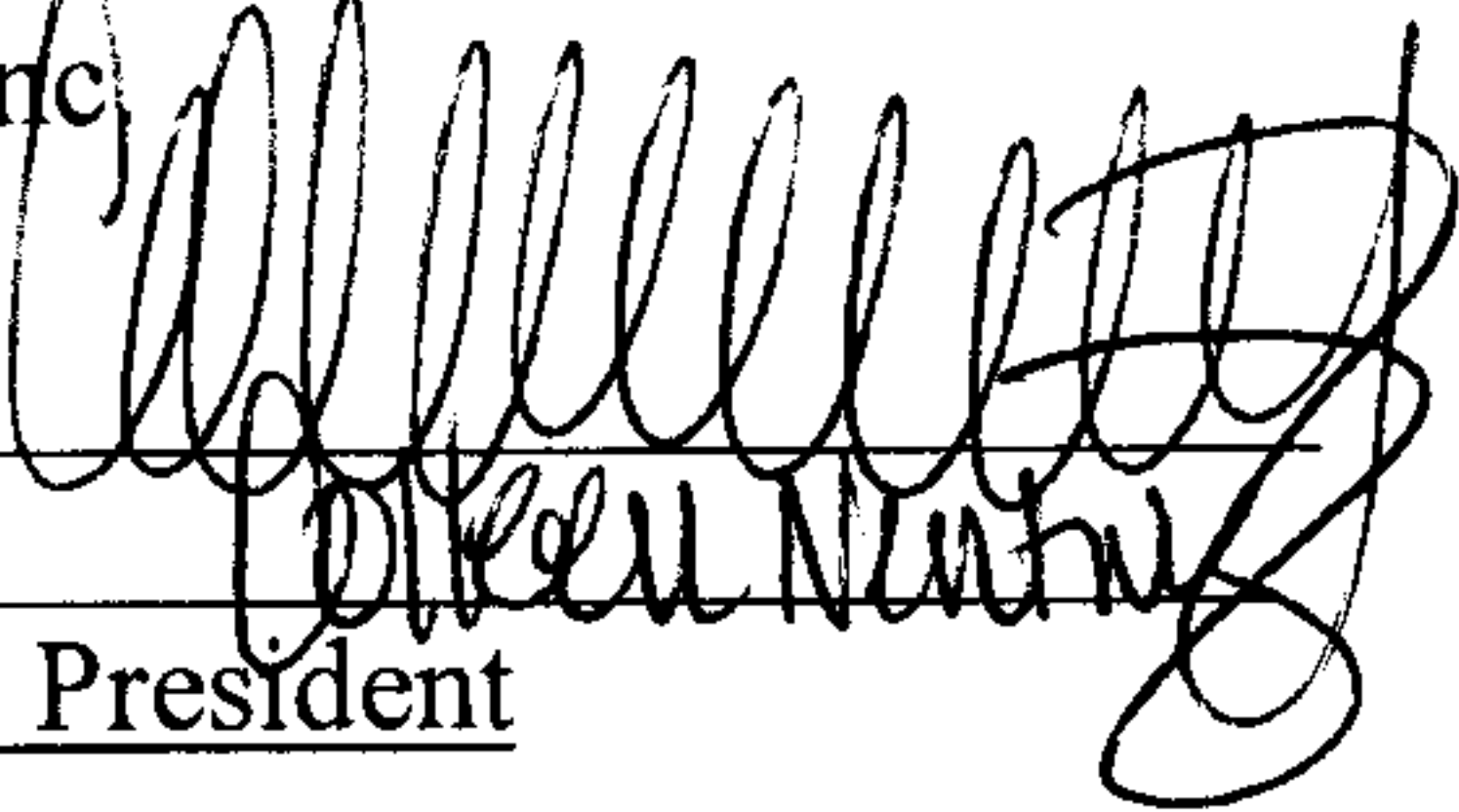

Witness:
Print:



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Lender: CitiMortgage, Inc. successors in interest by merger to Principal Residential Mortgage, Inc.

By: _____
Name: _____
Title: Vice President



_____[Space below for Notary Acknowledgment]_____

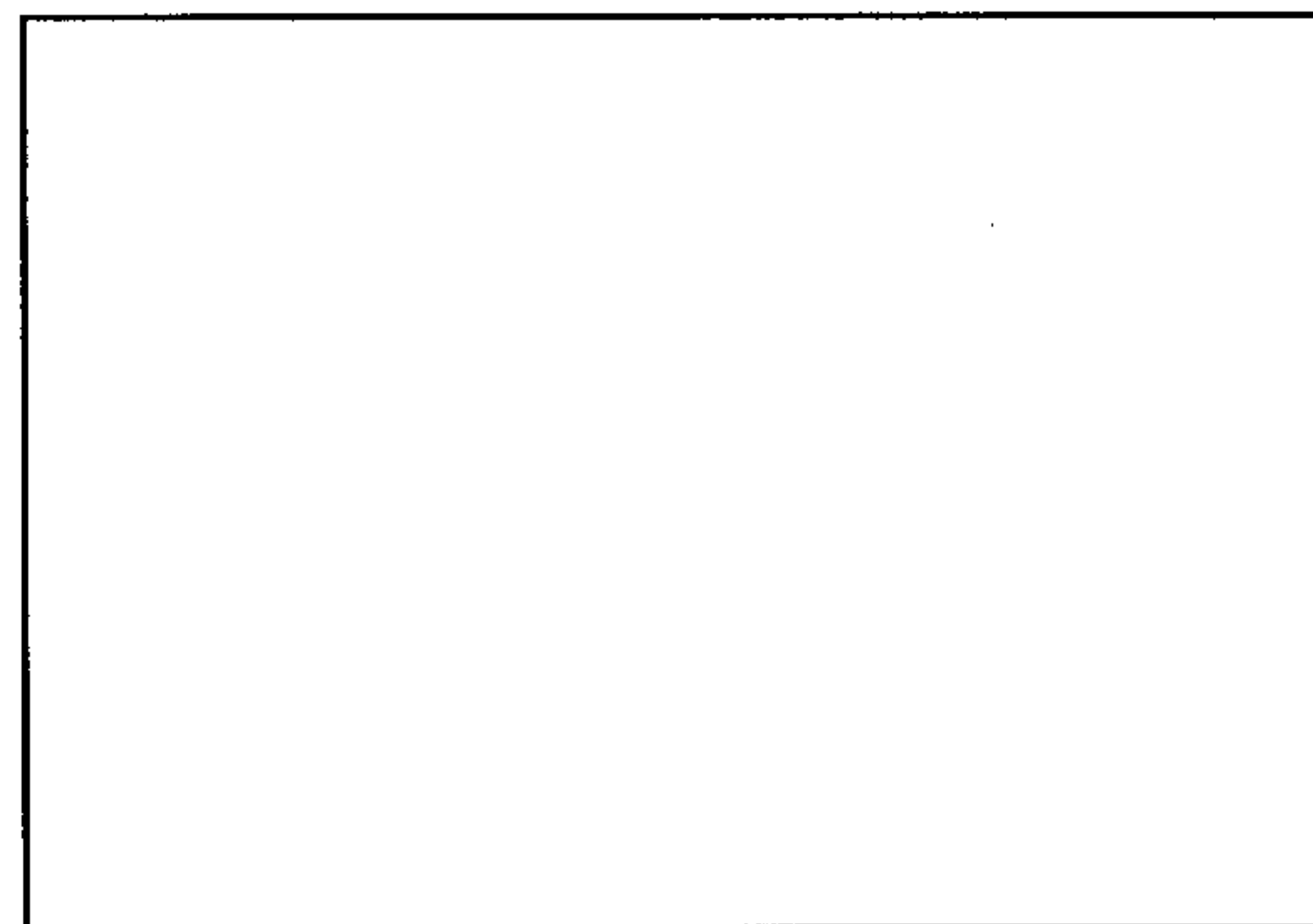
STATE OF Alabama


SS.
COUNTY OF Jefferson

On 8-9-2011, before me, David R. Homan,
a Notary Public in and for said County and State, personally appeared
Michael & Amy Brown,
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 that
they executed the same in their authorized capacity (ies), and that by their signature on the
instrument the person(s), or entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and seal.

Notary seal or stamp





Signature
David R. Homan

My commission expires MY COMMISSION EXPIRES APRIL 3, 2012

Notary seal or stamp

Prepared by ~~and when recorded return to:~~

SUSANNE McNAMARA - PROCESSOR
CitiMortgage
Document Processing
1000 Technology Drive, MS 321
O'Fallon, MO 63368-2240


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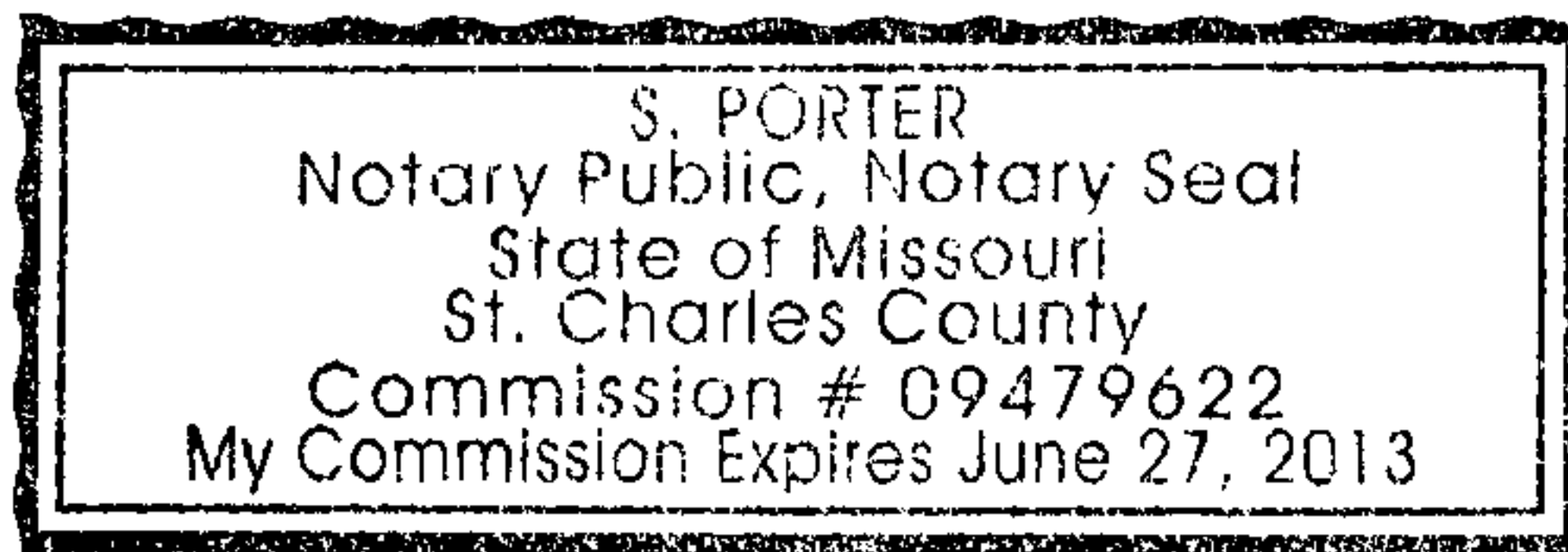
(Individual Acknowledgement)

STATE OF MISSOURI

COUNTY OF ST. CHARLES

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that, William Ninkov personally known to me to be the person who appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 24th day of August, 2011.



S. Porter
Notary Public S. Porter

My Commission Expires: June 27, 2013

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TRANSFER OF RIGHTS IN THE PROPERTY

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 mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County
[Type of Recording Jurisdiction]

of

Shelby
[Name of Recording Jurisdiction]

Lot 154-A, according to the Resurvey of Lots 129 through 178, Greystone Ridge Garden Homes, as recorded in Map Book 17, Page 28, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The proceeds of this loan have been applied on the purchase price of the herein described property.

Parcel ID Number: 58-03-9-32-0-003-154

1153 Berwick RD,
Birmingham

which currently has the address of

[Street]
[City] , Alabama 35242 [Zip Code]

("Property Address"):

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 seised 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