

When recorded mail to: MPG  
Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114  
Attn: National Recordings 1120

4828491

20090518000186210 1/6 \$255.80  
Shelby Cnty Judge of Probate, AL  
05/18/2009 02:06:11 PM FILED/CERT

Loan # 616004089

### LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

(MATURITY EXTENDED - NEW INDEBTEDNESS \$153,186.61)

This Loan Modification Agreement ("Agreement"), made 01/21/09, between JULIE T BUTLER ("Borrower") residing at 328 CHASE PLANTATION CIR BIRMINGHAM AL, 35244-1557 and CitiMortgage, Inc. ("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 06/14/07 and recorded on 09/25/08, Document number 000380580, Book number na, Page na in the Official Records of ~~JEFFERSON~~ SHELBY 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 328 CHASE PLANTATIO, BIRMINGHAM AL, 35244, 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 01/21/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **133,633.61**. 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 \$19,553.00, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 480 months. When payments resume on 02/01/09, the New Unpaid Principal Balance will be \$ **153,186.61**.

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 6.500% effective 01/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 896.84 (which does not include and amounts required for Insurance and/or Taxes) beginning on 02/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 01/01/49 (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. *EXTENDED FROM 8/01/2031*

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.

2-10-09      Julie J Butler  
Date      Borrower - JULIET BUTLER

2/28/09      CitiMortgage, Inc.  
Date      By: Celeste Tressler  
Lender - Celeste Tressler  
Assistant Vice President





\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

State of Alabama )  
 )SS  
County of Shelby )

On this 10<sup>th</sup> day of February, 2009, before me personally  
appeared Juliet Butler, 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 Cynthia D. Farris  
My Commission Expires: 07-12-09

\*\*\*\*\*

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: \_\_\_\_\_



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STATE OF **Maryland**  
COUNTY OF **Frederick**

**CYNTHIA A. POOLE**

On 2/28/09 before me, \_\_\_\_\_, a Notary Public in and for  
said County and State, personally appeared **Celeste Tressler, Assistant Vice President**  
and **CitiMortgage, Inc** -

known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed  
to this Loan Modification instrument that acknowledge to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

*Cynthia A. Poole*

Notary Signature


**CYNTHIA A. POOLE**

Notary Name (Typed or Printed)






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Prepared By: Jennifer Monroe  
CitiMortgage, Inc.  
5280 Corporate Dr., Dept. 0010  
Frederick, MD 21701

Loan Number: 0616004089

  
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**Legal Description :**

Lot 25, according to the Survey of Chase Plantation 3rd Sector, as recorded in  
Map Book 9, page 47 A & B, in the Probate Office of Shelby County, Alabama.

 BUTLER  
40475565

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FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

