

20091015000388870 1/5 \$262.55
Shelby Cnty Judge of Probate, AL
10/15/2009 08:43:02 AM FILED/CERT

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

21111404

Freddie Mac Loan Number: 723862084
CitiMortgage Loan Number: 0770376741

BALLOON LOAN MODIFICATION

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

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO 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, 2009, between, Kevin J. Kelleher and Brenda M. Kelleher, ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 09/03/04, securing the original principal sum of U.S. \$174,800.00, and recorded as Document number 20040913000507460, recorded on 09/13/2004, 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 321 BELVEDERE CIRCLE, BIRMINGHAM, AL 35242, the real Property described being set forth as follows:

(See attached legal description)

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 and occupant of the Property.
2. As of September 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$159,630.85.



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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 5.500%, beginning September 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$980.27, beginning on the 1st day of October, 2009, 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., 1000 Technology Drive, O'Fallon, MO 63368 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.

8/13/09
Date

[Signature] (Seal)
Kevin J. Kelleher Borrower

8/13/09
Date

Mark Speck
Witness: MARK SPECK
Print:

8/13/09
Date

Brenda M Kelleher (Seal)
Brenda M. Kelleher Borrower

8/13/09
Date

[Signature]
Witness: Clayton Kelleher
Print:

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

By: [Signature]

Name: Colleen Nentwig

Title: Vice President

(1/01) _____ [Space below for Notary Acknowledgment] _____

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STATE OF Alabama
SS.
COUNTY OF Marshall

On August 13, 2009, before me, Shan B. Parkes a Notary Public in and for said County and State, personally appeared Brenda Kelleher, 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

Shan B. Parkes
Signature

My commission expires: Notary Public, Alabama State Seal
My Commission Expires 4-22-2013
Notary seal or stamp

Prepared by and when recorded
Return to:
CitiMortgage, Inc.
ATTN: LaSonya Logan
Special Loans Dept., MS 312
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368

(Individual Acknowledgement)

STATE OF MISSOURI

COUNTY OF ST. CHARLES

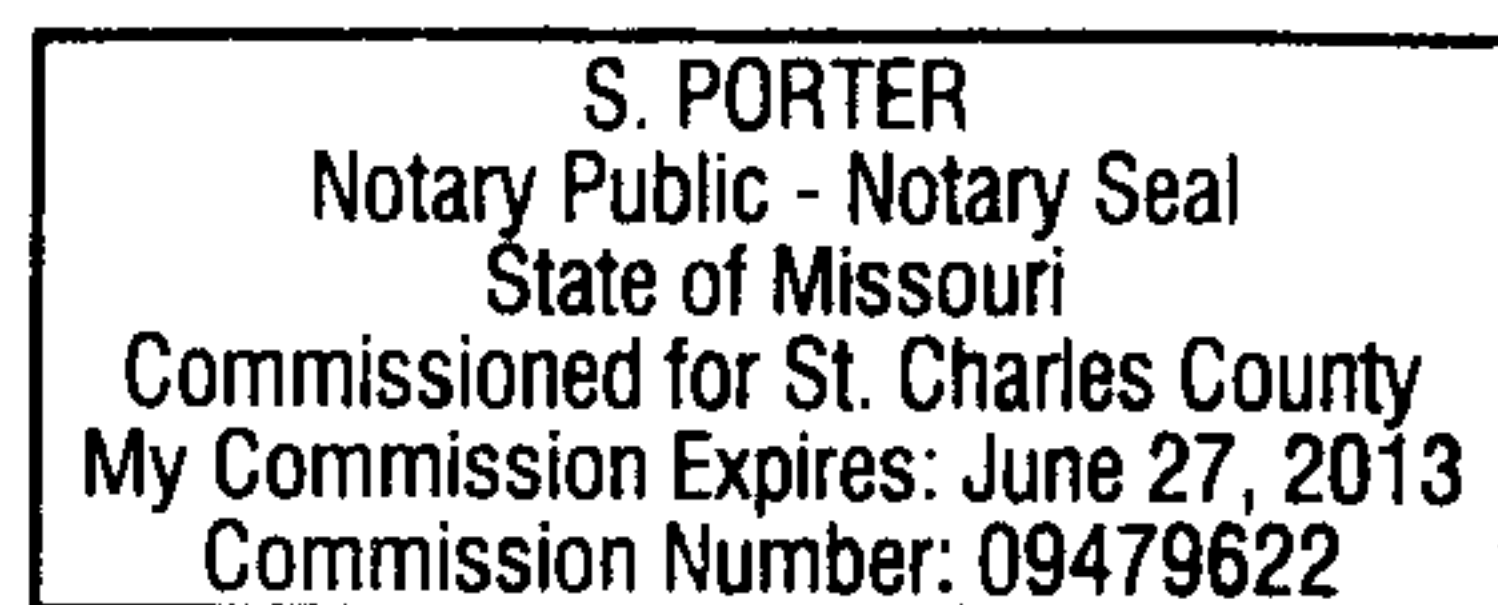
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that, Colleen Nentwig personally known to me to be the person who appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 26th day of August, 2009.


Notary Public

S. Porter
S. Porter

My Commission Expires: June 27, 2013



Legal Description


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Loan Number : 6449396

Lot 7, according to the Survey of Villas Belvedere,
as recorded in Map Book 29, page 27, in the Probate
Office of Shelby County, Alabama.
