

**When recorded mail to: MPG**

Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 **5299718**  
Attn: National Recordings 1120



20091022000397860 1/5 \$310.25  
Shelby Cnty Judge of Probate, AL  
10/22/2009 12:01:24 PM FILED/CERT

Loan # 639316585

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

This Loan Modification Agreement ("Agreement"), made 07/29/09, between ANNE HENTZ and ROBERT HENTZ. Married ("Borrower") residing at 3348 AFTON LN BIRMINGHAM AL, 35242-4240 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 07/25/03 and recorded on 08/05/03, Document number 200308050005069, Book number na, Page na in the Official Records of 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 3348 AFTON LANE, BIRMINGHAM AL, 35242, the real property described as being set forth as follows:

*\* Successor in interest by merger  
to ABN AMRO Mortgage  
Group, Inc.*

(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 07/29/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **181,937.61**. 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 \$9,526.22, 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 09/01/09, the New Unpaid Principal Balance will be \$ **191,463.83**. ✓

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 4.750% effective 08/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 891.76 (which does not include and amounts required for Insurance and/or Taxes) beginning on 09/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 08/01/49 (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.

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.

8/5/09  
Date  
Borrower - ANNE HENTZ

8/5/09  
Date  
Borrower - ROBERT HENTZ

Date  
Borrower -

Date  
Borrower -  
CitiMortgage, Inc.

8/19/09  
By:

Date  
Lender -  
Shannon Oranczak  
Assistant Vice President





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

State of Alabama )  
County of Chilton )SS  
)

On this 5th day of August, 2009, before me personally appeared ANNE HENTZ, 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 Dino Smithson  
My Commission Expires: 3/5/2012

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State of Alabama )  
County of Chilton )SS  
)

On this 5th day of August, 2009, before me personally appeared ROBERT HENTZ, 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 Dino Smithson  
My Commission Expires: 3/5/2012



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STATE OF Maryland  
COUNTY OF Frederick

On 8/19/09 before me, Kathleen Maura Heller, a Notary Public in and for  
said County and State, personally appeared Shannon Oranczak, 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:

Notary Signature

Kathleen Maura Heller

Notary Name (Typed or Printed)




PREPARED By:

Jay ANDERSON

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707

Loan #: 639316585

  
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Legal Description:

Lot 4, Block 1, according to the Survey of Wyngate Trace, as recorded in Map Book 12, Page 94, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

50 foot building line as shown by recorded Subdivision Map.

Right of way for Alabama Power Company as recorded in Volume 130, Page 153; Volume 169, Page 322; Volume 179, Page 360 and Real 230, Page 801 in the Probate Office of Shelby County, Alabama.

Restrictions appearing of record in Real 205, Page 682, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights and incident thereto as recorded in Real 206, Page 207, in the Probate Office of Shelby County, Alabama.

 HENTZ  
41142306

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



287.25 AL