



20091214000457190 1/5 \$104.15  
Shelby Cnty Judge of Probate, AL  
12/14/2009 11:28:11 AM FILED/CERT

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

21169859

Freddie Mac Loan Number: 723284562  
CitiMortgage Loan Number: 641260798

## **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 November, 2009, between BILL HARTSTEIN, AN UNMARRIED MAN ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 12/15/03, securing the original principal sum of U.S. \$60,000.00, and recorded on 12/17/2003 in Doc #20031217000809770, of the County Records of SHELBY, State of 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 1810 MORNING SUN 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 November 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$54,005.67.

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 5.125%, beginning November 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$325.12, beginning on the 1st day of December, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 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.

10/28/09

Date

BILL HARTSTEIN

Borrower

10/28/09

Date

Myra Fabian

Witness:

Print: MYRA FABIAN

Date

10-28-09

Date

Stephanie Shoemaker

Witness:

Print: Stephanie Shoemaker

Borrower

Lender: Mortgage Electronic Registration Systems as nominee for CitiMortgage, Inc.

By: Colleen Nentwig

Name: Colleen Nentwig

Title: Vice President

\_\_\_\_\_[Space below for Notary Acknowledgment]\_\_\_\_\_

STATE OF Alabama

ss.  
COUNTY OF Shelby

On October 28, 2009, before me, Diane Gilkeson, a Notary Public in and for said County and State, personally appeared Bill Hartstein, 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.

Diane Gilkeson Notary seal or stamp  
Signature



My commission expires: 11/14/11

Notary seal or stamp

Prepared by and when recorded

Return to:

CitiMortgage, Inc.

ATTN: Mary Hackmann

Special Loans Dept., MS 312

1000 TECHNOLOGY DRIVE

O'FALLON, MO 63368

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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, 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 30<sup>th</sup> day of October, 2009.

Mary G. Hackmann  
Notary Public

My Commission Expires: June 11, 2012

MARY G. HACKMANN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St Charles County  
My Commission Expires: June 11, 2012  
Commission Number: 08576301



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**EXHIBIT "A"**

Re: Hartstein

Unit 1810, in Horizon, a Condominium, as established by that certain Declaration of Condominium of Horizon, a Condominium, which is recorded in Instrument 2001-40927, to which Declaration of Condominium a plan is attached as Exhibit "A" thereto, said Plan being filed for record in Map Book 28, Page 141, in the Probate Office of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of The Horizon Condominium Association, Inc. is attached as Exhibit "D", together with an undivided interest in the Common Elements assigned to said Unit, as shown in Exhibit "C" of said Declaration of Condominium of Horizon, a Condominium.

*WH*