



20091214000457620 1/4 \$295.10
Shelby Cnty Judge of Probate, AL
12/14/2009 12:29:56 PM FILED/CERT

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

21179068

Freddie Mac Loan Number: 721269711
CitiMortgage Loan Number: 0629568578

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 December, 2009, between Charles W. Stewart and Rita S. Stewart ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 11/08/02, securing the original principal sum of U.S. \$210,000.00, and recorded on Instrument Number 20021121000581870, 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 4321 Ashington Drive, Birmingham, Alabama 35242, the real Property described being set forth as follows:

Lot 259, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector, 3rd Phase, as recorded in Map Book 15 page 105, as recorded in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 December 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$183,367.33.

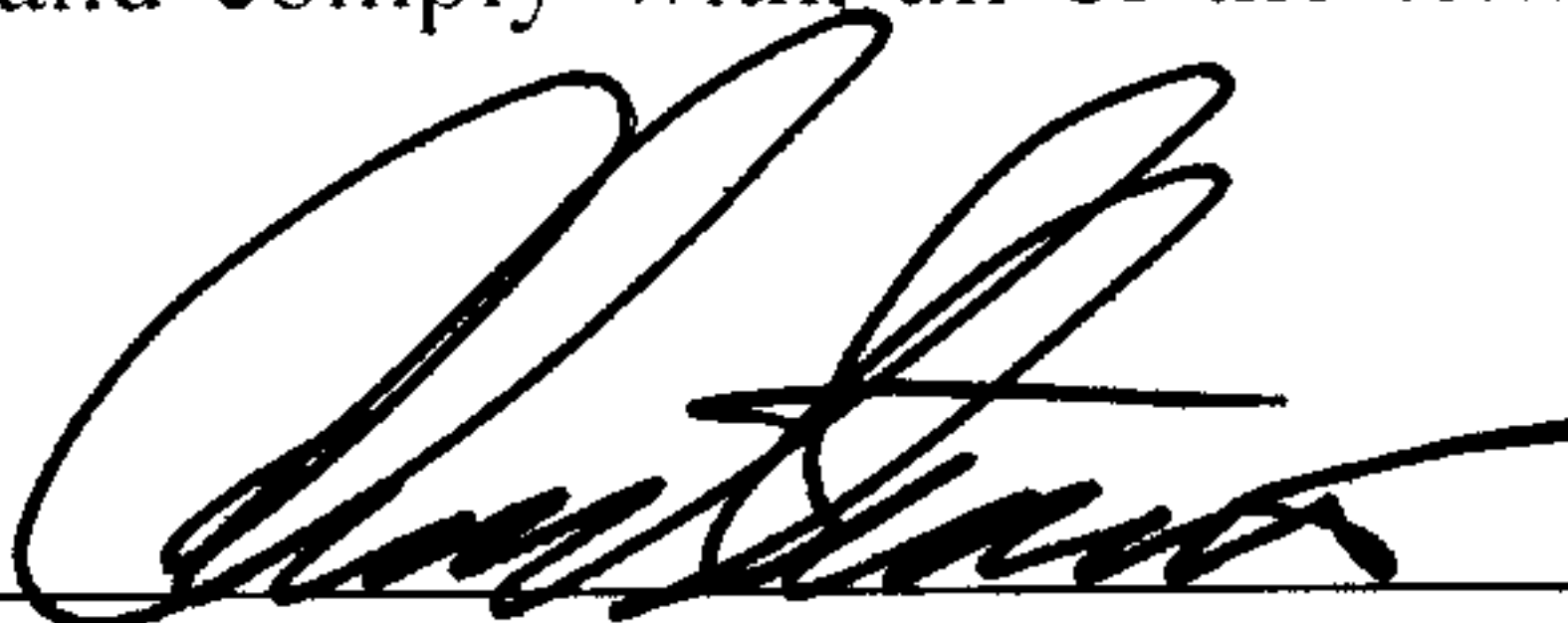
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 5.125%, beginning December 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,132.41, beginning on the 1st day of January, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2032 (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.

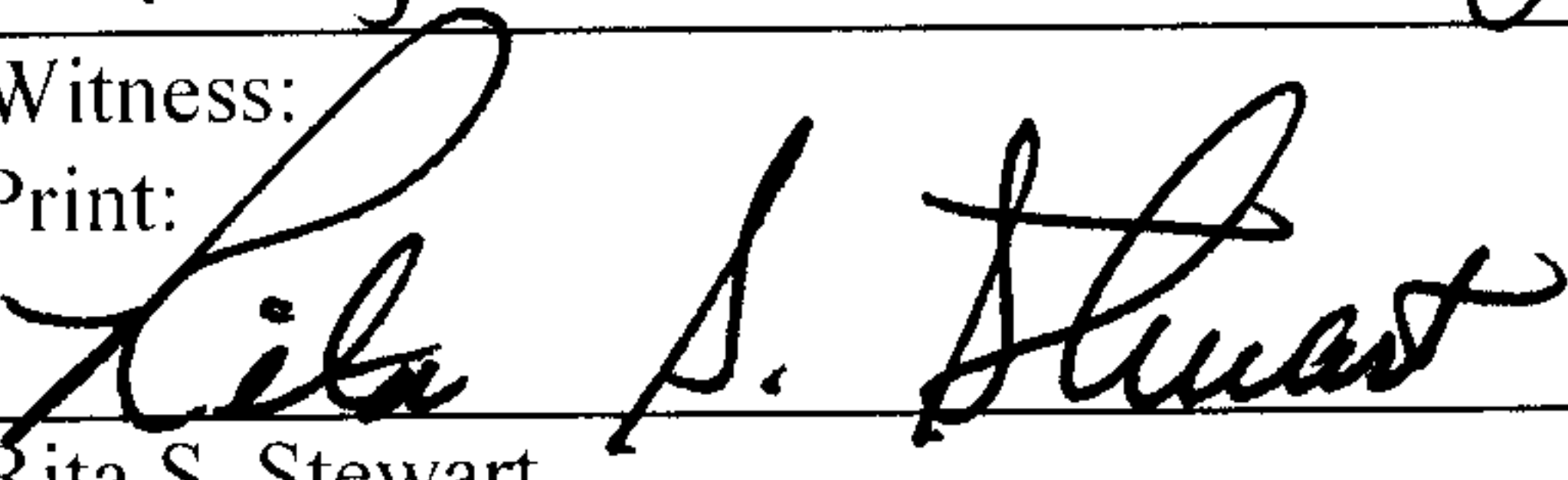
11-17-2009
Date


Charles W. Stewart Borrower

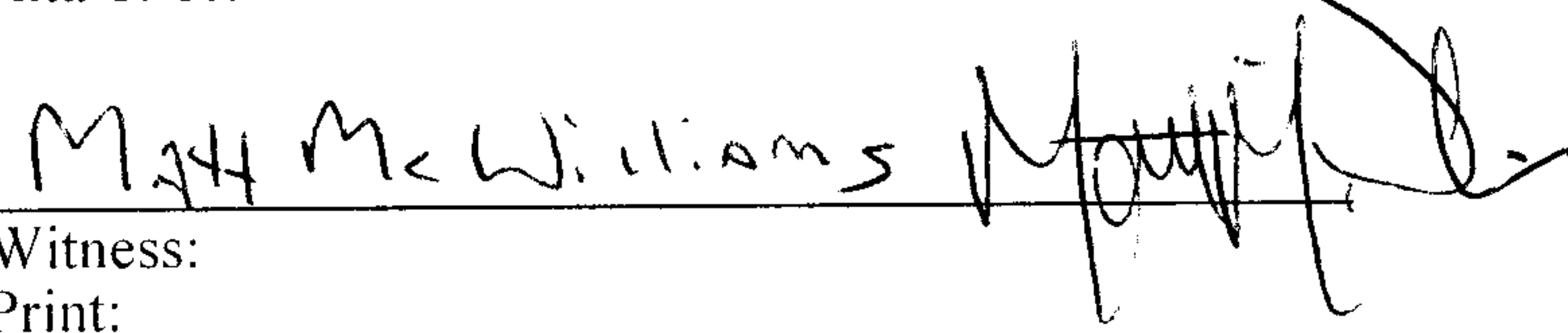
11-17-09
Date

Angie Williamson
Witness:
Print: Angie Williamson

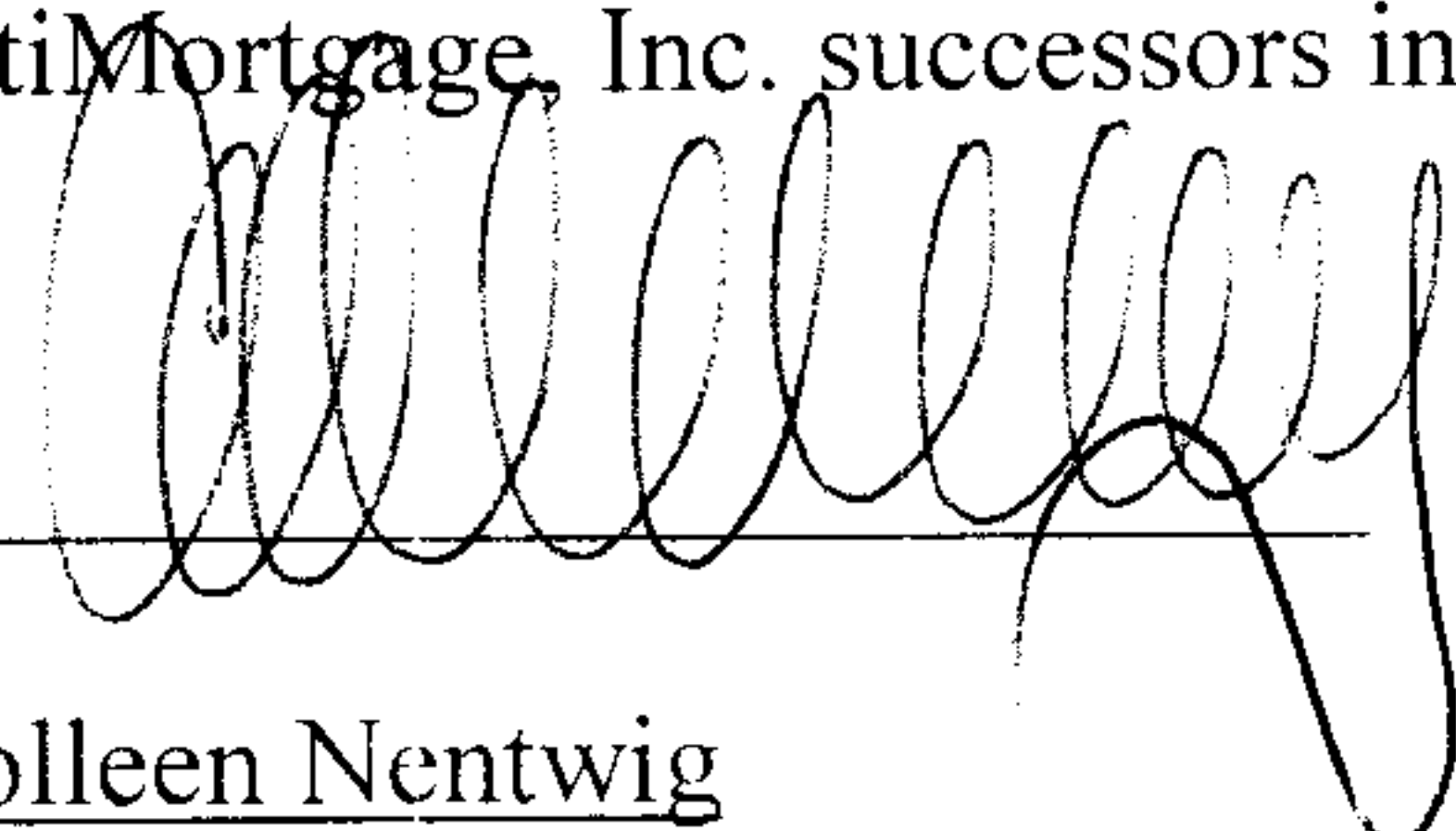
11-17-2009
Date


Rita S. Stewart Borrower

11-17-09
Date


Witness:
Print: Matt McWilliams

Lender: CitiMortgage, Inc. successors in interest by merger to ABN Amro Mortgage Group, Inc.

By: 

Name: Colleen Nentwig

Title: Vice President

_____[Space below for Notary Acknowledgment]_____

STATE OF Alabama

COUNTY OF Shelby

On Nov. 17th, 2009, before me, Christy Cotton, a Notary Public in and for said County and State, personally appeared ~~CHRISTINA STANLEY~~, 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

Christy Cotton
Signature

Christy Cotton

My commission expires: 12.07.11

Notary seal or stamp

Prepared by and when recorded

Return to:

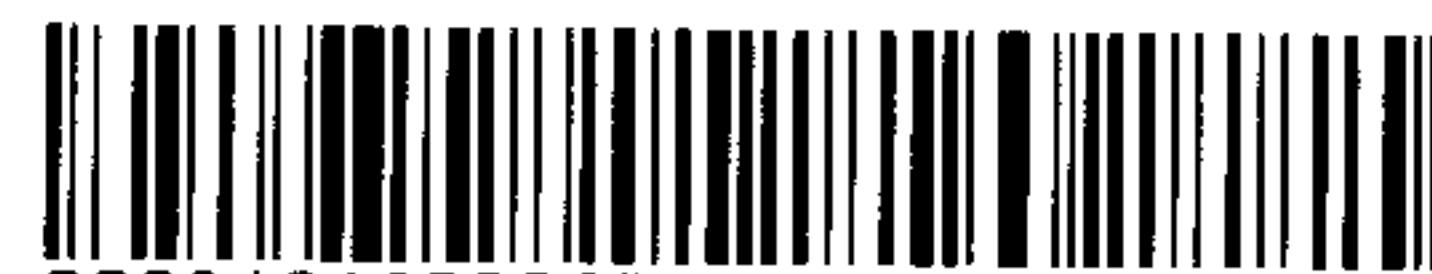
CitiMortgage, Inc.

ATTN: Crystal LaRose

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 18 day of November, 2009.

Notary Public

S. Porter

My Commission Expires: June 27, 2013

