



20100823000270130 1/5 \$321.15  
Shelby Cnty Judge of Probate, AL  
08/23/2010 02:06:50 PM FILED/CERT

Freddie Mac Loan Number: 387607250  
CitiMortgage Loan Number: 0401522443

## **BALLOON LOAN MODIFICATION**

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

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

**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 August, 2010, between Charles D. Harrell and Wilma Harrell, "Husband and Wife" ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 07/11/2003, securing the original principal sum of U.S. \$300,000.00, and recorded in Document Number 20030718000459350, recorded on 07/18/2003, 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 4918 Windwood Circle, Birmingham, Alabama 35242, the real Property described being set forth as follows:

(See Attachment)

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 August 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$198,052.59.



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 5.00%, beginning August 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,208.92, beginning on the 1st day of September, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2033 (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.

8/6/10  
Date

Charles D. Harrell (Seal!)  
Charles D. Harrell Borrower

8/6/10  
Date

Wayne Hall WYNE HALL  
Witness:  
Print:

8/6/10  
Date

Wilma Harrell (Seal!)  
Wilma Harrell Borrower

8/6/10  
Date

Wayne Hall WYNE HALL  
Witness:  
Print:

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

By: [Signature]

Name: Colleen Nentwig  
Title: Vice President





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

STATE OF Alabama

COUNTY OF <sup>SS.</sup> Shelby

On August, 6 2010, before me, Brooke Parker, a Notary Public in and for said County and State, personally appeared, Charles D. Harrell & Wilma Harrell, 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.

& Husband And wife

WITNESS my hand and seal.

Notary seal or stamp

Brooke R. Parker

Signature

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 22, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Brooke R Parker

My commission expires: 2/22/2014

Notary seal or stamp

Prepared by ~~and when recorded~~

~~Return to:~~

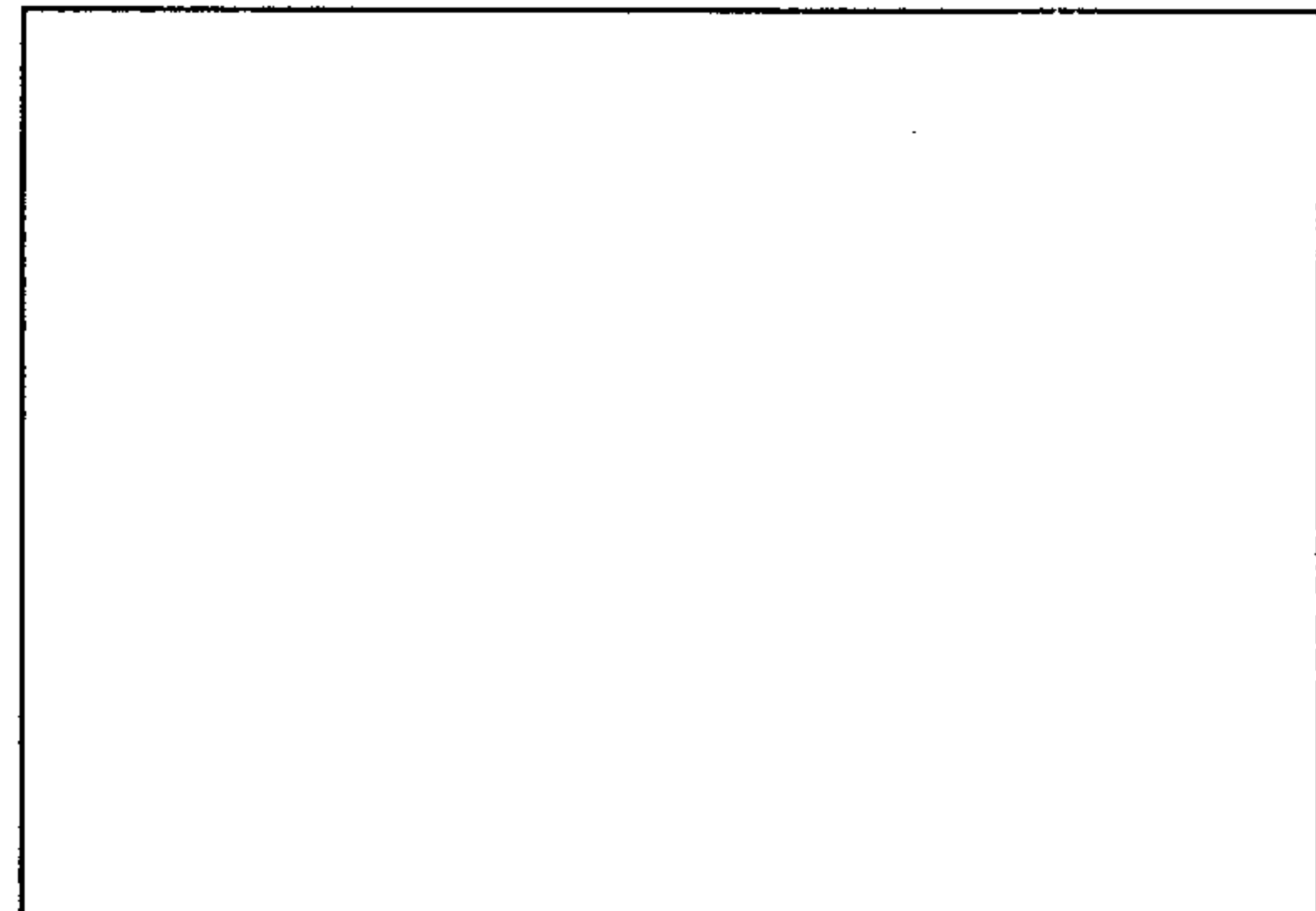
CitiMortgage, Inc.

ATTN: Dawn Reena Green

Special Loans Dept., MS 312

1000 TECHNOLOGY DRIVE

O'FALLON, MO 63368





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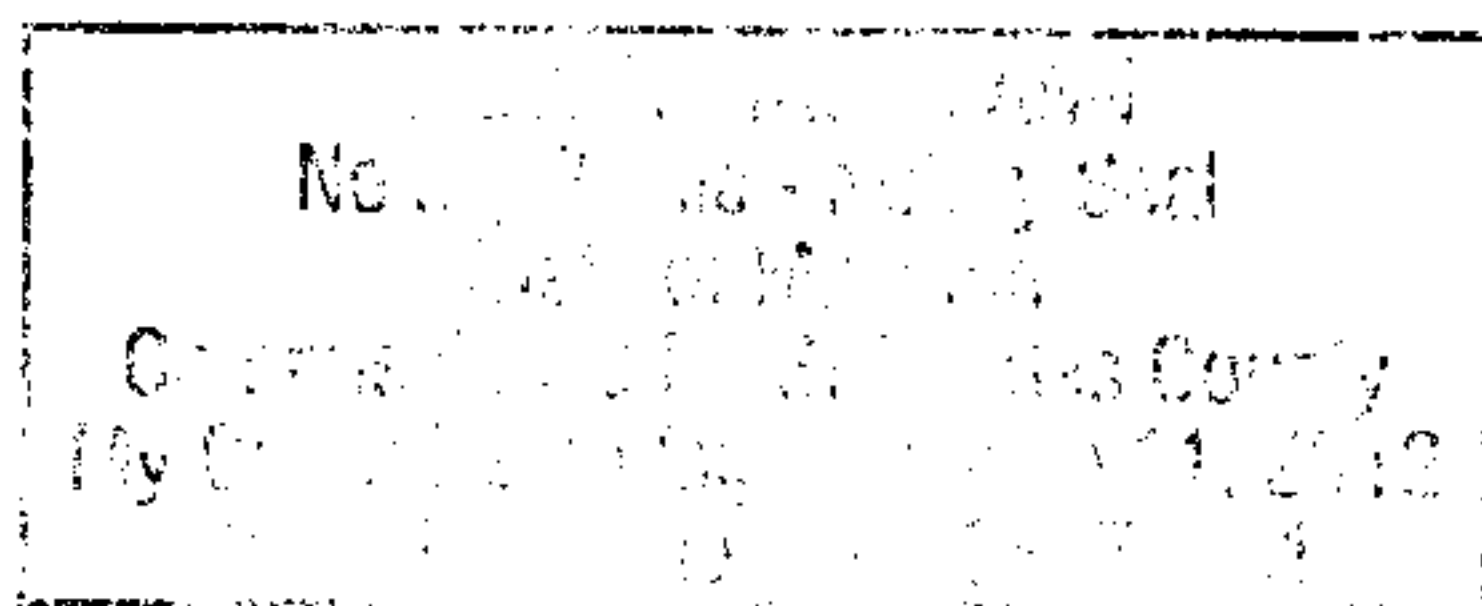
(Individual Acknowledgement)

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 10<sup>th</sup> day of August, 2010.



Mary G. Hackmann  
Notary Public      Mary G. Hackmann

My Commission Expires: **June 11, 2012**

EXHIBIT "A"



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Lots 5 and 6, according to the survey of Windwood Circle, as  
recorded in Map Book 6, Page 154, in the Office of the Judge of  
Probate of Shelby County, Alabama.