

20120201000038330 1/6 \$218.70
Shelby Cnty Judge of Probate, AL
02/01/2012 01:39:56 PM FILED/CERT

When recorded mail to: #6932532

First American Title
Loss Mitigation Title Services 1806.10
P.O. Box 27670
Santa Ana, CA 92799
RE: MOSHER - MOD REC SVC

MERS #100223840003716816
MERS PHONE: 1-888-679-6377

Loan # 2004414966

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

This Loan Modification Agreement ("Agreement"), made 08/12/09, between DARREN MOSHER and JENNIFER MOSHER. ("Borrower") residing at 2058 15TH ST, CALERA, AL, 35040-6303 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("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 03/23/07 and recorded on 03/28/07, Document number 200703280001392, 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 2058 15TH STREET, CALERA, AL, 35040, the real property described as being set forth as follows:

(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 08/12/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$113,530.70**. 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 \$14,220.41, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 10/01/09, the New Unpaid Principal Balance will be **\$127,751.11**.

APN: 58-352-03-1-004-003

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 5.625% effective 09/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$735.41 (which does not include amounts required for Insurance and/or Taxes) beginning on 10/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 09/01/39 (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.

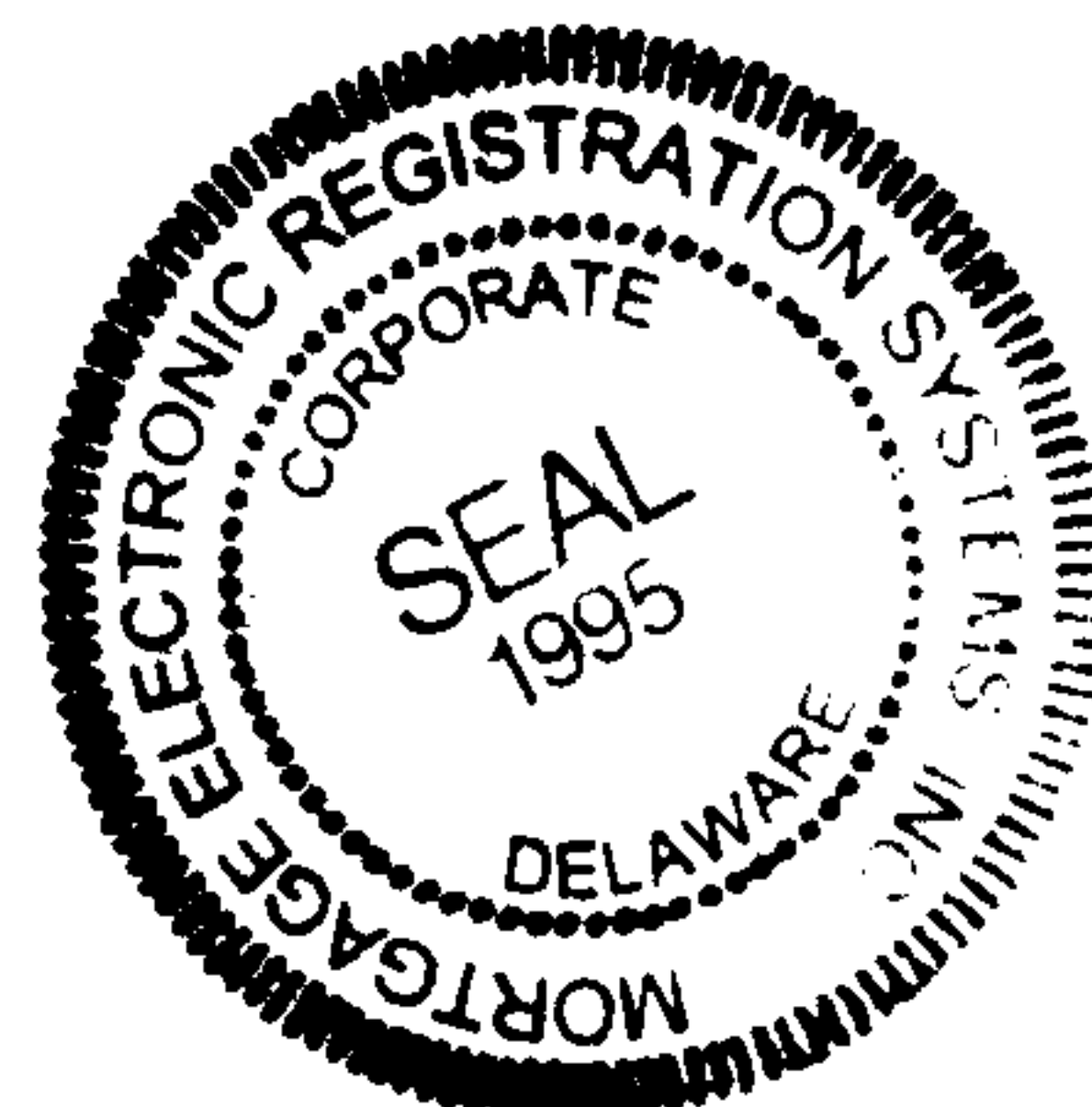
8-27-07
Date
Darren Mosher
Borrower - DARREN MOSHER

8/29/09
Date
Jennifer Mosher
Borrower - JENNIFER MOSHER

11/11/11
Date
X
Borrower
Paul Degruccio
Assistant Secretary
Mortgage Electronic Registration Systems, Inc.

Mortgage Electronic Registration Systems, Inc.

4/25/11
Date
Paul Degruccio
Vice President
CitiMortgage, Inc.





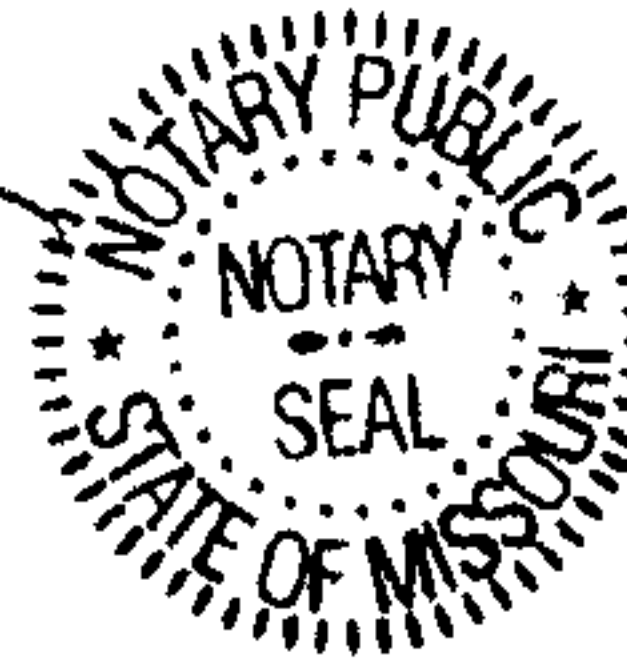
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State of Missouri)
)
 County of St Charles)

On 11/01/2011, before me appeared Paul DeGruccio, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240 did say that he is the Vice President Of Citimortgage, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Paul Degruccio acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.



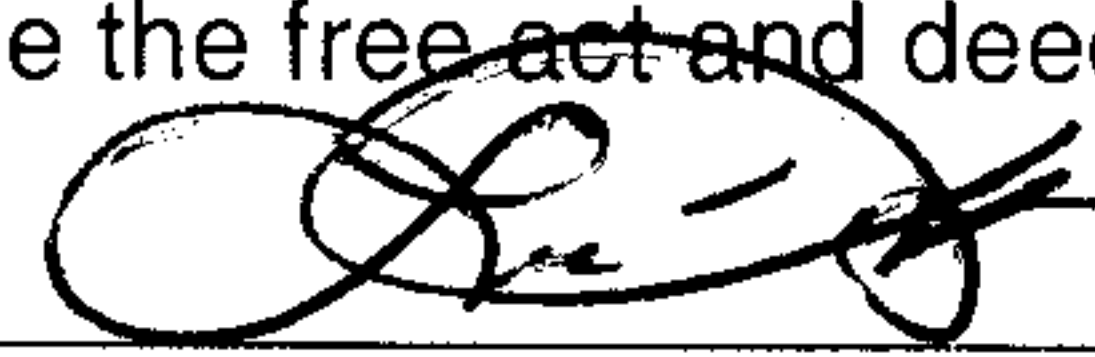
Notary Public
 My Commission Expires: _____



LEE KEE ROBINSON, SR.
 My Commission Expires
 May 20, 2013
 St. Louis County
 Commission #09462618

State of Missouri)
)
 County of St Charles)

On 11/01/2011, before me appeared Paul DeGruccio to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Dr., O'Fallon, MO 63368-2240, did say that he is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Paul Degruccio acknowledged said instrument to be the free act and deed of said corporation.

Notary Public 
 My Commission Expires _____



LEE KEE ROBINSON, SR.
 My Commission Expires
 May 20, 2013
 St. Louis County
 Commission #09462618

[Space Below This Line for Acknowledgments]

State of ALABAMA)
)SS
County of SHELBY)

On this 29 day of AUGUST, 2009, before me personally appeared DARREN MOSHER, 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 William E. Ward
My Commission Expires: 11/5/12

State of ALABAMA)
)SS
County of SHELBY)

On this 29 day of AUGUST, 2009, before me personally appeared JENNIFER MOSHER 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 William E. Ward
My Commission Expires: 11/5/12

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Prepared By: Loan Modification Processing Dept.

CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Loan Number:
2004414966

APN #

Tax Id / Parcel #

Legal Descpt: #

This is to certify this INSTRUMENT was prepared by Lee Kee Robinson Sr. CITI MORTGAGE Inc., on the parties name in the INSTRUMENT.


Lee Kee Robinson Sr.

Lee Kee Robinson Sr.
Document Processor 2



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LOT 3, ACCORDING TO THE MAP OF THE WILLOWS AND CALERA, RECORDED
IN MAP BOOK 26, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.
A.P.N.: 58-352-03-1-004-003