

01/29/2009 07:59

When Recorded Return To:  
 CitiMortgage, Inc.  
 Attn: Loss Mitigation Department #0010  
 5280 Corporate Drive  
 Frederick, MD 21703

Loan #

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

This Loan Modification Agreement ("Agreement"), made 01/10/09, between MICHAEL [REDACTED] Single ("Borrower") residing at [REDACTED], 61863-9564 and CitiMortgage, Inc. ("Lender") having offices at [REDACTED] and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 04/25/06 and recorded on 05/01/06, Document number [REDACTED] Page na in the Official Records of [REDACTED] County, Illinois, 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 [REDACTED] 61863, 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 01/10/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 133,657.95. 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 \$11,960.01, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 328 months. When payments resume on 02/01/09, the New Unpaid Principal Balance will be \$ 145,617.96.

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 6.125% effective 01/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 915.64 (which does not include and amounts required for Insurance and/or Taxes) beginning on 02/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 05/01/36 (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.

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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.

Date Borrower - MICHAEL [REDACTED]

Date Borrower -

Date Borrower -

Date Borrower -

CitiMortgage, Inc.

By: \_\_\_\_\_

Date Lender - [REDACTED]  
Assistant Vice President

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

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ 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 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF **Maryland**  
COUNTY OF **[REDACTED]**

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for  
said County and State, personally appeared \_\_\_\_\_, **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

Notary Name (Typed or Printed)

01/29/2009 08:00 [REDACTED] 7

[REDACTED] SS

[REDACTED]

Loan #: [REDACTED]

Legal Description:

[REDACTED] SUBDIVISION, AS PER PLAT RECORDED AS DOCUMENT  
[REDACTED], SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

01/29/2009 08:00

STATE OF Illinois  
COUNTY OF

EFFECTIVE DATE: 01/10/09  
BORROWERS: MICHAEL

PROPERTY: PESOTUM, IL 61863

LOAN NUMBER:

**COMPLIANCE AGREEMENT**

The undersigned Borrower(s), in consideration of the loan modification of the above-described loan by CitiMortgage, Inc. and/or Assigns (Lender) in the amount of \$ 145,617.96, as evidence by a Promissory Note Dated 04/25/06 and secured by a Deed of Trust or Mortgage of even date against real property commonly known as: 309 W JEFFERSON ST, PESOTUM IL, 61863 agrees to fully cooperate with any reasonable requests made by the Lender, or its agent, (1) to complete such loan modifications; or (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, The Government Nation Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution of any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by the Lender or it's agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agrees to be liable for and to pay or Reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing Losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Borrower - MICHAEL

\_\_\_\_\_  
Borrower -

\_\_\_\_\_  
Borrower -

\_\_\_\_\_  
Borrower -

The foregoing Compliance Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by MICHAEL \_\_\_\_\_ as Borrower(s)

WITNESS my hand and official seal.

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

01/29/2009 08:00 [REDACTED] 77

NAME AFFIDAVIT

DATE: 01/10/09

SERVICER: CitiMortgage, Inc.

BORROWER'S: MICHAEL [REDACTED]

PROPERTY ADDRESS [REDACTED] PESOTUM, IL 61863

LOAN NUMBER: [REDACTED]

The undersigned, MICHAEL [REDACTED] certifies that he/she is one and the same person as:

_____	_____
Michael [REDACTED]	
_____	_____
[REDACTED]	
_____	_____
_____	_____

as signed on any of the documents executed in connection with this real estate transaction.

_____	_____
Borrower MICHAEL [REDACTED]	Borrower -

STATE OF  
COUNTY OF

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_