

**MODIFICATION AGREEMENT
(Change to Maturity Date)**

CMI/CB # [REDACTED]

THIS MODIFICATION AGREEMENT is made and entered into on December 16, 2009, between CitiMortgage, Inc. ("Lender") whose address is 5280 Corporate Dr Frederick, MD 21703, [REDACTED] ("Borrower(s)") whose address is [REDACTED] COMPTON, CA 90222-3034, and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), whose address is P.O. Box 2026, Flint, MI 48501-2026, which covers the real and personal property described in the Security Instrument ("Security Instrument") and defined therein as the "Property", located at [REDACTED] COMPTON, CA 90222, the real property described being set forth in the attached LEGAL DESCRIPTION, or Cooperative Shares described below, if applicable.

WHEREAS, Lender and Borrower entered into a loan ("Loan") on 02/12/07, evidenced by a Note ("Note") and secured by a Security Instrument in the form of:

A Mortgage or Deed of Trust recorded on na, in Book/Liber na, at Page na, or Document No. na, of the Official Records of LOS ANGELES COUNTY, California; and/or

A Security Instrument and Uniform Commercial Code Financing Statement dated na; and

WHEREAS, Lender is entitled to enforce the terms of the Loan and to receive payments under the Note; and

WHEREAS, Borrower now desires to modify the terms of said Loan in accordance with the terms specified below.

NOW THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. AMOUNT PAYABLE

The amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is modified to \$337,229.86 consisting of the amount(s) loaned to the Borrower by the Lender and any capitalized amounts. (The current principal balance now due and owing of \$304,000.00 plus the total capitalized amount of \$33,229.86 equal the Unpaid Principal Balance of \$337,229.86).

2. **MODIFICATION OF LOAN TERMS.**

Amount of Initial Monthly Payments

Beginning on 01/01/10, the monthly payment due will be \$843.07, which consists only of the interest due on the unpaid principal balance of the Note. Interest only payments shall be due on the Note for the period as set forth in the Note. Thereafter, the monthly payments will be both principal and interest as provided below. Interest will be charged on unpaid principal until the full amount of principal has been paid. Borrower agrees to pay interest at a yearly rate of 3.000%.

If under the original Loan Terms, borrower is obligated to pay Lender an escrow payment with each monthly installment, such obligation shall continue.

Principal and Interest Payments

The date of the first monthly payment consisting of both principal and interest shall be the first monthly payment date following the last payment of the Interest-Only Period as set forth in the Note, Addendum and any applicable Rider.

Any remaining indebtedness, if not sooner paid, shall be due and payable on 01/01/50.

3. **INTEREST AFTER DEFAULT.** The yearly rate of interest applicable to the Loan prior to execution of this Modification Agreement shall apply after any default under the terms of the Note, Security Instrument or this Modification Agreement.

4. **ESCROW/DELINQUENT INTEREST.** Effective as of the date of this Modification Agreement, the principal indebtedness evidenced by the Note and this Modification Agreement includes any amounts for escrow payments advanced by lender on Borrower's behalf and for delinquent interest accrued in accordance with the terms of the Note.

5. **SECURITY INSTRUMENT.** Lender and Borrower agree the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Modification Agreement. Nothing in this Modification Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

6. **COMPLETE TRANSACTION.** Except as expressly modified by this Modification Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements, oral or written. By this Agreement, any assumability, convertibility or balloon provision is hereby rescinded.

7. **NON-WAIVER.** This Modification Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note and Security Instrument.

8. **OTHER TERMS.** If any terms of this Modification Agreement are deemed invalid or unenforceable, this Modification Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.



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9. **DELINQUENT INTEREST ACCRUED BUT NOT CAPITALIZED.** Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$30,799.00. Other charges (if any) accrued and capitalized is \$2,430.86. Delinquent interest and other charges (if any) accrued but not capitalized are \$0.00. The amounts represent a portion of the delinquent interest accrued due from 08/01/08 through 01/01/10, under the terms of the original Note and Security Instrument. The Lender and Borrower agree that this amount may be included in the payoff balance at the time the loan matures or is otherwise paid in full. The amount of delinquent interest accrued will be assessed an interest rate of 0%.



THE LAW OFFICES OF
MICHAEL GADDIS