

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

Loan # [REDACTED]

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

This Loan Modification Agreement ("Agreement") made 02/20/09, between [REDACTED] and [REDACTED], Single ("Borrower") residing at [REDACTED] LEMON GROVE CA, 91945-4303 and CitiMortgage, Inc. ("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 02/23/06 and recorded on 03/03/06, Document number 2006-0151715 in the Official Records of SAN DIEGO County, California 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] LEMON GROVE CA, 91945, 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. On 08/20/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 375,000.00. 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 \$7,812.52, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 480 months. When payments resume on 09/01/09, the New Unpaid Principal Balance will be \$ 382,812.52.

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 4.250% effective 08/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,355.79 (which does not include and amounts required for Insurance and/or Taxes) beginning on 09/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 08/01/09 (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.

Please remit the following amounts, in certified funds, with your signed and notarized Agreement to be received in our office on or before 09/30/09.

ITEMS:

Amount to bring escrow account to date: \$ 0.00  
Late Charges: \$0.00

Fees (Secured/Unsecured): \$0.00

Delinquency Expense Fees \$ 49.32 ✓  
(Foreclosure Attorney Fees and Costs, Inspections, etc.):

Interest: \$ 7,812.52 *added on to prin*

Modification Fee: \$ 0.00

Title Fee: \$ 310.00 ✓

**SUB-TOTAL:** \$ 8,171.84 *+ added to prin*

Total Capitalized Amount: \$ 7,812.52

**TOTAL AMOUNT DUE:** \$ 250.32

Plus 09/01/09 PML Installment: \$ 211.43

Less Funds Received: \$ 0.00

**GRAND TOTAL AMOUNT DUE:** \$ 2473.65 ✓

If your property is in a Standard Flood Hazard Area ("Flood Zone"), you will be required to purchase flood insurance if you do not currently have it.

The overnight delivery for CitiMortgage, Inc. is:

CitiMortgage, Inc.  
5280 Corporate Drive  
Frederick, MD 21703  
Attn: Karen Duncan

Loss Mitigation Dept 0010

Payments can be sent via Western Union Quick Collect:

Code City - CMI  
Code State - MO  
Reference your loan #  
Western Union charges a fee for this service.

If you have any further questions please contact me directly at 866-272-4749 ext. 44057. Thank you in advance for your cooperation.



THE LAW OFFICES OF  
**MICHAEL GADDIS**

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 - [REDACTED]

Date Borrower - [REDACTED]

CitiMortgage, Inc.

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

Date Lender - [REDACTED]

MICHAEL GADDIS

