



# Citi Residential Lending

*Sent via Federal Express*

September 5, 2008

[REDACTED]

Re: Loan Number: [REDACTED]  
Property Address: Same as above

Dear Mr. & Mrs. [REDACTED]

The total amount to reinstate the above referenced loan, good through September 16, 2008 is \$31,120.76.

Enclosed please find two copies of the Loan Modification Agreement that Citi Residential Lending, Inc. is extending to you. Please execute one copy of the agreement and return it with the down payment of \$2,503.00 by no later than September 16, 2008. The second copy of the agreement stamped "COPY" is for your records. Please mail the executed Loan Modification Agreement to the following address:

Citi Residential Lending, Inc.  
1600 McConnor Parkway, 1<sup>st</sup> Floor  
Schaumburg, IL 60173-6800  
Attn: [REDACTED]

**If Chapter 13 bankruptcy has been filed and a Motion for Relief of Stay has been granted to CITI Residential Lending, Inc., and/or there is an active bankruptcy, this Agreement is contingent on Trustee approval. The approval is required with the executed Agreement.**

Below are the following payment options for the down payment you are required to remit. Be sure and reference your name and loan number on the remittance.

- Certified funds: Cashier's check or money order
- Western Union Quick Collect: City + State code=Citi Residential Lending, CA
- Bank wire instructions: Bank of America, New York, New York 10001  
ABA# [REDACTED]  
Credit to: Citi Residential Lending, Inc.  
Credit Acct # [REDACTED]  
Reference: Loan No. [REDACTED]

**The original executed Loan Modification Agreement and down payment in the amount of \$2,503.00 must be received by 11:00 a.m. PST on or before September 16, 2008 or this offer is rescinded.**

Please call me with confirmation of the down payment and also the tracking number of your overnight package. We look forward to the successful completion of this agreement. Please contact me at (800) 211-6926, extension [REDACTED], if you have any questions.

Sincerely,

[REDACTED]

Credit Services Department

**EXECUTE AND RETURN TO:**  
CITI Residential Lending, Inc.  
1600 McConnor Parkway, 1<sup>st</sup> Floor  
Schaumburg, IL 60173-6800  
Attn: Kimberley Falzbot

Loan No. [REDACTED]

**LOAN MODIFICATION AGREEMENT**  
**(Providing for Capitalization, Life of Loan Interest Rate**  
**Reduction on Fixed Loan With Escrow)**

**Original Note Amount: \$230,000.00**  
**Original Recorded Date: May 30, 2003**

This Loan Modification Agreement ("Agreement"), made this 5<sup>th</sup> day of September, 2008, between [REDACTED] and [REDACTED] ("Borrower(s)") and Citi Residential Lending Inc. ("Servicer") acting in its capacity as the agent and attorney-in-fact for the owner of the Note and Security Interest, amends and supplements (1) the Mortgage (the "Security Instrument"), and applicable Rider(s), if any, dated May 12, 2003 and recorded as Reference No. [REDACTED] in Liber Book [REDACTED] Pages [REDACTED] in the Official Records of the [REDACTED] County Clerk's Office, State of [REDACTED] 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]

The real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of September 1, 2008 (October 1, 2008 payment) the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$243,053.69, consisting of the unpaid amount (s) loaned to Borrower(s) plus any interest and other amounts capitalized.
2. Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$15,222.72. Other charges (if any) accrued and capitalized are \$8,137.39. Delinquent interest and other charges (if any) accrued but not capitalized are \$487.20.

3. Servicer agrees to reduce the interest rate on this loan for the remaining term. Interest will be charged at this reduced rate on the newly capitalized Unpaid Principal Balance.
4. Borrower agrees that all payments for hazard insurance premiums, taxes, and applicable flood insurance premiums or private mortgage insurance premiums will be escrowed throughout the term of the modification and paid by borrower to the Servicer with the monthly Principal and Interest payment.
5. The interest rate will adjust as follows:

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P & I	ESCROW* AMOUNT	TOTAL AMOUNT DUE
09/01/2008	5.725%	10/01/2008	\$1,532.35	\$830.83	\$2,363.18*

\*Borrower(s) will be notified in writing if there are any changes in the escrow payments.

If on June 1, 2033 (the "Maturity Date"), Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower(s) will pay these amounts in full on the Maturity Date.

Borrower(s) will make such payments to Citi Residential Lending Inc, ATTN: Cashiering Department, First Floor, 1600 McConnor Parkway, Schaumburg, Illinois 60173-6800 or at such other place as Servicer may require.

6. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower(s) is not a natural person and a beneficial interest in Borrower(s) is sold or transferred) without Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security Instrument.

If Servicer exercises this option, Servicer shall give Borrower(s) 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 Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fails to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower(s).

7. If the Borrower(s) has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy and there having been no valid reaffirmation of the underlying debit, by entering into this Agreement, the Servicer is not attempting to re-establish any personal liability for the underlying debt.

**If Chapter 13 bankruptcy has been filed and a Motion for Relief of Stay has been granted to Citi Residential Lending Inc, this Agreement is contingent on Trustee approval. The approval will be required with the executed, notarized Agreement and wire confirmation. Failure to provide the Trustee's approval will result in this Agreement being rescinded.**

8. 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 Borrower(s) and Servicer will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
9. 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.
10. Effective as of the date of this Modification Agreement, the principal indebtedness evidenced by the Note and this Modification Agreement will include any amounts for escrow payments advanced by Servicer on Borrower(s)'s behalf and for delinquent interest accrued in accordance with the terms of the Note.
11. 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, Servicer and Borrower(s) acknowledge there are no additional terms or agreements, oral or written. By this Agreement, any assumability, convertibility or balloon provision is hereby rescinded.
12. This Modification Agreement does not constitute a limitation or waiver of Servicer's rights to prohibit, or restrict, any future modifications requested by Borrower(s) or to enforce any rights or remedies contained in the Note and Security Instrument.
13. 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.
14. By executing this Agreement, Borrower(s) waives any prior modifications, forbearance agreements or other rate reduction to which Borrower(s) may be otherwise entitled. Borrower(s) further releases and discharges Servicer from any and all claims that occurred prior to the date of this modification of any kind or nature, arising out of or related in any manner to the origination or servicing of the loan. Furthermore, Borrower(s) hereby state that they have read, understand and acknowledge that they are familiar with Section 1542 of the California Civil Code (and any similar provision of law), which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
15. By executing this Agreement, Borrower(s) asserts that this property is owner-occupied; that the Borrower(s) has the ability repay the loan under the terms of this modification; and, without this modification the Borrower(s) will suffer a hardship as a result of an increase in the payment amount under the original terms of the Note and Security Instrument.

EXHIBIT A

BORROWER(S):



LOAN NUMBER:



LEGAL DESCRIPTION:



ALSO KNOWN AS:



Loan No. [REDACTED]

16. The undersigned Borrower(s) agree if requested by Servicer, or any agent of Servicer to fully cooperate and adjust for clerical errors, any documentation connected with this Modifications deemed necessary by the Servicer and to comply with any requests of the Servicer to execute additional documentation within 30 days from the date of mailing such request.

**SERVICER AND BORROWER(S) AGREE AND ACCEPT THE TERMS OF THIS MODIFICATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

[REDACTED]  
Citi Residential Lending, INC, Servicer: Authorized Signer \_\_\_\_\_ Date

X [REDACTED] \_\_\_\_\_ 9-15-08  
Borrower: [REDACTED] \_\_\_\_\_ Date

[REDACTED] \_\_\_\_\_ 9-15-08  
Borrower: [REDACTED] \_\_\_\_\_ Date