



Document 2009 2774

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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**LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)**

CMI/CB # 2002297149

This Loan Modification Agreement ("Agreement"), made June 3, 2009, between JOHN L SWIHART, HEIDIE S SWIHART, ("Borrower") whose address is 1621 UPLAND TRAIL, PROLE, IA 50229-8524 and CitiMortgage, Inc. ("Lender"), whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240, and Mortgage Electronic Registration Systems, Inc., whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 12/17/04, and recorded on 12/22/04 in Book or Liber 2004, at page(s) 6084, or Document No. na, of the Recorders Office of the Records of MADISON COUNTY, Iowa, 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 1621 UPLAND TRAIL, PROLE, IA 50229-0000, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

APN: 430080248003000

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):

SEE ATTACHED EXHIBIT A pg 7

1. As of 06/01/09, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$148,314.08, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. (The current unpaid principal balance now due and owing of \$143,998.24, plus the total capitalized amount of \$4,315.84 equal the Unpaid Principal Balance of \$148,314.08.)

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 3.750%, from 06/01/09 and Borrower promises to pay monthly payments of principal and interest in the amount of \$686.87, beginning on 07/01/09. During the second year and continuing thereafter until the Maturity date (as hereinafter defined), interest will be charged at the yearly rate of 4.750%, from 06/01/10, and Borrower shall pay monthly payments of principal and interest in the amount of \$771.35 beginning on 07/01/10 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 06/01/39 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

WJ: R

When recorded mail to: MOD REC
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200 5350376
Cleveland, OH 44114
Attn: National Recordings 1120

Borrower will make such payments at CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, MO 63368-2240 or at such other place as Lender may require.

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

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) 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.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

[Signature]
JOHN L SWIHART

6/9/09
Date

[Signature]
HEIDIE S SWIHART

6/9/09
Date

WITNESS
SIGNATURE: [Signature]
PRINT NAME: Nick Tonelli

WITNESS
SIGNATURE: [Signature]
PRINT NAME: Ryan Morrison

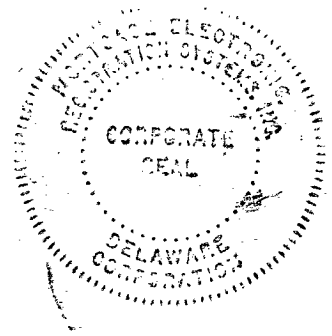
WITNESS
SIGNATURE: [Signature]
PRINT NAME: Nick Tonelli

WITNESS
SIGNATURE: [Signature]
PRINT NAME: Ryan Morrison

Mortgage Electronic Registration Systems, Inc. ("MERS"), Mortgagee

By: [Signature]
Title: Annette Johnston/ Vice President

Prepared By: CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240
Jessica Zimmerman
1-866-272-4749
Legal: Last Page

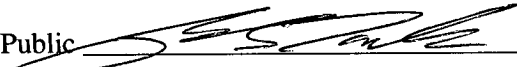


[Space Below This Line for Acknowledgments]

State of Iowa)
County of Polk) SS
)

On this 9th day of June, 2009, before me personally appeared JOHN L SWIHART, 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.

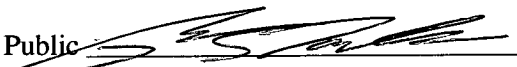
Notary Public 
My Commission Expires: 6/6/11

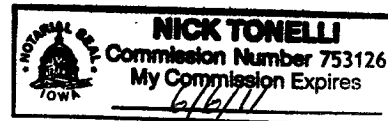


State of Iowa)
County of Polk) SS
)

On this 9th day of June, 2009, before me personally appeared HEIDIE S SWIHART, 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: 6/6/11



[Space Below This Line for Acknowledgments]

State of Missouri)
County of St. Charles)

On July 18th 2009, before me appeared Annette Johnston, 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 she is the Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), Mortgagee, and that the seal affixed 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 Annette Johnston acknowledged said instrument to be the free act and deed of said corporation.

Notary Public LEE KEE ROBINSON SR
My Commission Expires: 5-20-2013



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

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

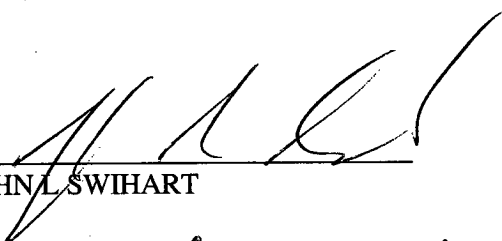
THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective 06/01/09, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by JOHN L SWIHART, HEIDIE S SWIHART (the "Borrower") and CITIMORTGAGE, INC. (the "Lender") covering the Property described in the Loan Modification Agreement located at 1621 UPLAND TRAIL, PROLE, IA 50229-0000.

CitiMortgage Loan # 2002297149

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

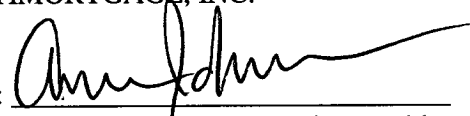
6/9/09
Date


JOHN L SWIHART

6/9/09
Date


HEIDIE S SWIHART

07/18/09
Date

CITIMORTGAGE, INC.
By: 
Annette Johnston, Asst. Vice President

LEGAL DESCRIPTION

EXHIBIT A

[Type or recording jurisdiction] [Type or recording jurisdiction]
PARCEL "D" LOCATED IN THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST
QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE
TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING
3.013 ACRES, AS SHOWN IN AMENDED PLAT OF SURVEY FILED IN BOOK 3, PAGE 334
ON OCTOBER 22, 1998, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY,
IOWA.

 SWIHART
41055431

IA

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

