

Citi Residential

Old Payment: \$2,744.50

Old Rate: 8.875

Months Behind: 8

New Payment: \$2,102.96

New Rate 3.795.

Estimated Month Savings: \$641.54

Estimated Yearly Savings including back payments: \$29,654.48

Citi Residential Lending



Sent via Federal Express

December 15, 2008

Re: Loan Numbr
Property Address: Same as Above

Dear Borrower,

If you wish to bring your loan current rather than proceed with the Modification, the total amount to reinstate the above referenced loan, good through December 31, 2008 is \$6,944.74. If you choose to complete the Modification, this amount will be capitalized (added to the principal balance of your loan) and you will pay interest on this amount and repay it over the remaining term of the loan as part of your monthly payments.

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 by no later than December 22, 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.
10801 E. 6th Street
Rancho Cucamonga, CA 91730
Attn: Loan Modification Unit

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.

The original executed Loan Modification Agreement must be received by 11:00 a.m. PST on or before December 22, 2008 or this offer is rescinded.

We look forward to the successful completion of this agreement. Please contact me at (800) 211-6926, extension 38381 if you have any questions.

Sincerely,

Tanya Ashford
Home Retention Department

- 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 and taxes 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
01/01/2009	3.795%	02/01/2009	\$1,700.24	\$402.72	\$2,102.96

If on April 1, 2037 (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 debt, 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.

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.**

CITI Residential Lending, Inc. Date

Borrower(s) Date

Witness: Date

EXHIBIT A

BORROWER(S)
LOAN NUMBER:

The land in Lynn with the buildings thereon situated at 27-29 Birch Street, bounded and described as follows:

Northwesterly: on two courses by Birch Street, two (2) feet and forty-three and 90/100 (43.90) feet;

Northeasterly: by land now or formerly of Metzger, ninety (90) feet;

Southeasterly: by land now or late of Caldwell, forty-five and 64/100 (45.64) feet;

Southwesterly: by other land now or late of Caldwell, ninety and 98/100 (90.98) feet.

Being the same premises conveyed by Grantor by Deed dated 4/27/2005 and recorded with the Essex Southern County Registry of Deeds in Book 24222, Page 222.

Parcel ID # 096-471-008

Being the same premises conveyed to the herein mortgagors by deed recorded in Book 25330, Page 125.

ALSO

RECORD AND RETURN TO:

Old Republic National Title Insurance Company
800 City Parkway West, Suite 610
Orange, CA 92868
ATTN: Loan Modification Unit

COPY

Loan No.

LOAN MODIFICATION AGREEMENT
(Providing for Capitalization, Life of Loan Interest Rate
Reduction On Adjustable Loan With Escrow)

Original Note Amount: \$346,500.00
Original Recorded Date: March 16, 2007

This Loan Modification Agreement ("Agreement"), made this 15th day of December, 2008, between *William St.* ("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 March 7, 2007 and recorded as Instrument No. 2007031500156 in Book No. 26646, Page 390 of the Official Records of Essex County, State of Massachusetts 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

27-29 Birch St., Lynn, MA 01902

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 January 1, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$353,287.66, 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 \$7,556.69. Other charges (if any) accrued and capitalized are \$2,993.78. Delinquent interest and other charges (if any) accrued but not capitalized are \$494.04.