

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT
CASE NO. 2009-CP-10-05088

01

CITIMORTGAGE)
)
Plaintiff,)

v.)

DANIEL L. JUNK and)
CHRISTINE H. JUNK, ET AL.)
)
Defendants.)

**AFFIDAVIT OF THIRD-PARTY
DEFENDANT DANIELLE
STERLING**

2012 JAN 17 PM 10:01
CLERK OF COURT

DANIEL L. JUNK and)
CHRISTINE H. JUNK,)
)
Counterclaim Plaintiffs,)

v.)

CITIMORTGAGE, INC.,)
)
Counterclaim Defendant.)

DANIEL L. JUNK and)
CHRISTINE H. JUNK,)
)
Third-Party Plaintiff,)

v.)

RILEY POPE & LANEY, LLC, HEIDI)
CAREY, ESQ., ROY LANEY, ESQ.,)
T. LOWNDES POPE, ESQ., BAYVIEW)
LOAN SERVICING, LLC, MERSCORP,)
LLC, MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC., CITI)
MASTER SERVICING, CITIGROUP)
GLOBAL MARKEST REALTY CORP.,)

10. I served as a receptionist at American Home Mortgage until 2005, when I was promoted to serving as a Collateral Reviewer.

11. I kept that position as a Collateral Reviewer until American Home Mortgage closed in 2007.

12. In the position of Collateral Reviewer, I was responsible for making sure notes and mortgages were properly executed and properly reflected the parties to the documents and the amounts loaned and borrowed therein.

13. I have been made a party to the above-captioned lawsuit as a Third-Party Defendant due to the fact my alleged signature appears on the Notes and documents attached hereto and as described in an Affidavit of Jennifer Oakes attached hereto.

14. The first document contains a stamp that reads "PAY TO THE ORDER OF CITIMORTGAGE INC. WITHOUT RECOURSE BY: AMERICAN HOME MORTGAGE s/DANIELLE STERLING ASST. SECRETARY".

15. The second document contains a stamp that reads "PAY TO THE ORDER OF _____ WITHOUT RECOURSE BY: AMERICAN HOME MORTGAGE s/DANIELLE STERLING ASST. SECRETARY."

16. I have reviewed the signatures on both stamps attached to these Exhibits, and they are NOT my signature.

17. I can say without a doubt that I NEVER signed these documents.

18. The signatures that purport to be mine are NOT MINE.

19. As a Collateral Reviewer for American Home Mortgage, I did have the authority to endorse documents for American Home Mortgage as I was instructed to endorse the last page of a Note using my stamp and signature from time to time.

20. However, I did not sign the Notes attached hereto and did NOT endorse these Notes in any way.

21. I have reviewed the Affidavit of Jennifer Oaks filed December 6, 2010, in the Office of the Clerk of Court for Beaufort County in Case No. 2009-CP-07-05088, which has the same case number as this case, but with a different Plaintiff.

22. I have no knowledge of CitiMortgage's purchase of any Note from American Home Mortgage.

23. I did not sign the Note as described in Paragraph 8 of Ms. Oakes' Affidavit.

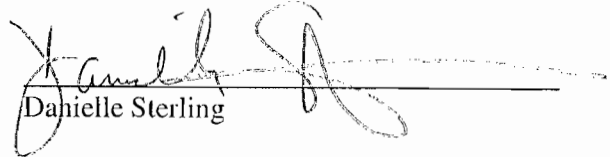
24. I have never met Jennifer Oaks, and I do not know who she is or what position she may or may not have.

25. I have never met Daniel L. Junk or Christine H. Junk.

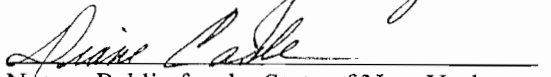
26. I have NEVER endorsed the Notes signed by Daniel L. Junk or Christine H. Junk, and

FURTHER THE AFFIDAVIT SAYETH NOT!

State of New York ss.:
County of New York


Danielle Sterling

SWORN TO BEFORE ME THIS
11th Day of January, 2012


Notary Public for the State of New York
My Commission Expires: May 29, 2015

DIANE CADE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6167292
Qualified in New York County
My Commission Expires May 29, 2015

Exhibit 1

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) FOURTEENTH JUDICIAL CIRCUIT

Bayview Loan Servicing, LLC,) Civil Action No. 2009-CP-07-05088
)
Plaintiff,)

vs.)

SUPPLEMENTAL AFFIDAVIT OF
JENNIFER OAKES

Daniel Junk a/k/a Daniel L. Junk,)
Christine H. Junk and Oldfield)
Community Association,)
)
Defendants.)

2010 DEC -6 PM 3:55
DEPT. OF COURT CLERK
COUNTY OF BEAUFORT, SC

PERSONALLY APPEARED BEFORE ME, Jennifer Oakes, who first being duly sworn, under oath, deposes and states that:

1. My name is Jennifer Oakes. I am of sound mind and am over the age of twenty-one years.

2. I am currently employed by CitiMortgage, Inc. ("CitiMortgage") as a Business Operations Analyst and have been employed by CitiMortgage in that position since October 1, 2010. Prior to that time, I worked as a Legal Support Specialist.

3. I am competent to testify to the matters stated herein and if called to testify I would testify to the fact stated herein.

4. Except for statements made expressly upon information and belief, the matters stated herein are based on my personal knowledge, or upon my review of CitiMortgage's records which were made at or near the event recorded, by or from information transmitted by a person with personal knowledge of the event recorded, and which are created and maintained in the regular course of business by CitiMortgage. Additionally, I have knowledge of the mode in which those records are prepared and the

manner in which they are kept.

5. The Note and Mortgage that are the subject of this foreclosure action were dated November 3, 2006.

6. I am informed and believe that the original Note is in the possession of CitiMortgage's attorneys, Nelson Mullins Riley & Scarborough, LLP.

7. CitiMortgage purchased the Note from American Home Mortgage and took possession of the original indorsed Note on or before January 22, 2007.

8. CitiMortgage's possession of the original Note on January 22, 2007, is evidenced by the fact that the Note was imaged into CitiMortgage's electronic records system on that date. The Note that was imaged into CitiMortgage's records on January 22, 2007, bears an indorsement on page 5 of the Note stating "PAY TO THE ORDER OF CitiMortgage, Inc. WITHOUT RECOURSE BY: AMERICAN HOME MORTGAGE" signed by Danielle Sterling, Asst. Secretary. This is the only indorsement on the Note. A copy of the imaged Note retrieved by me from CitiMortgage's electronic records system is attached hereto as Exhibit A.

9. CitiMortgage also assumed servicing rights with respect to this loan effective February 1, 2007. CitiMortgage's records indicate that on February 7, 2007, CitiMortgage informed Mr. and Mrs. Junk in writing that the servicing of their loan would be handled by CitiMortgage.

10. The servicing rights for this loan were later transferred by CitiMortgage to Bayview Loan Servicing, LLC ("Bayview"). On June 15, 2009, CitiMortgage informed Mr. and Mrs. Junk in writing that, effective July 1, 2009, their loan would be serviced by Bayview. A copy of this letter is attached hereto as Exhibit B.

11. In March 2010, the servicing rights for this loan were transferred back to CitiMortgage from Bayview. On March 23, 2010, CitiMortgage notified Mr. and Mrs. Junk in writing that the servicing rights for this loan had been transferred from Bayview back to CitiMortgage, effective March 9, 2010. A copy of this letter is attached hereto as Exhibit C.


12. Paragraph 2 of my prior Affidavit, dated March 25, 2010, states that CitiMortgage acquired the Note *from Bayview* and that the Note had been indorsed to CitiMortgage *by Bayview*. Upon further investigation, as described above, I have determined that the Note was indorsed to CitiMortgage by American Home Mortgage and the Note has been owned by CitiMortgage since January 2007. The only transfer between CitiMortgage and Bayview that occurred on or about March 9, 2010, was a transfer of the *servicing rights* for this loan from Bayview to CitiMortgage.

13. All of the documents identified and attached as exhibits to this Affidavit were made at or near the event recorded, by or from information transmitted by a person with personal knowledge of the event recorded, and which, as a regular practice, are created and maintained in the regular course of CitiMortgage's business activity. Additionally, I have knowledge of the means by which the records are prepared and the manner in which they are kept.

FURTHER AFFIANT SAITH NOT.

TO

This 1st day of December, 2010.



Jennifer Oakes

Sworn to and subscribed before me,

This 1 day of December, 2010.



Notary Public for St. Charles Co. MO.

My Commission Expires: 9/29/13

KEVIN M. SMITH
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission #D9875904
My Commission Expires September 29, 2013

EXHIBIT A

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 6,500.00 until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in Section 4 of this Note until the First Principal and Interest Payment Due Date. On that date and thereafter, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of changes in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of December, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

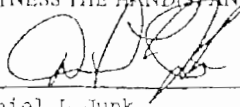
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

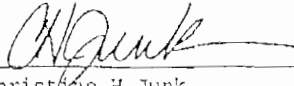
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Daniel L Junk (Seal)
-Borrower



Christine H Junk (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER BY
Citimortgage, Inc.
WITHOUT RECOURSE
BY AMERICAN HOME MORTGAGE

DANIELLE STERLING
ASST. SECRETARY

EXHIBIT B

The following Notice is required by Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C.) Section 2605)

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from CitiMortgage, Inc. to Bayview Loan Servicing, LLC effective July 1, 2009.

The assignment, sale or transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than the terms directly related to the servicing of your loan.

The law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your present servicer is CitiMortgage, Inc. If you have any questions relating to the transfer of servicing from your present servicer, call Customer Service at 1-800-283-7918* Monday through Friday from 7:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 7:00 p.m., and Sunday from 12:00 p.m. to 11:00 p.m., ET. This is a toll-free number.

Your new servicer will be Bayview Loan Servicing, LLC. The business address for your new servicer is:

BAYVIEW LOAN SERVICING, LLC
4425 Ponce de Leon Blvd.
5th Floor Mailroom
Coral Gables, FL 33146

If you have any questions relating to the transfer of servicing to your new servicer, call Bayview Loan Servicing, LLC at 1-800-457-5105 Monday through Friday from 8:00 a.m. and 7:00 p.m., ET.

The date that your present servicer will stop accepting payments from you is June 30, 2009. The date that your new servicer will start accepting payments from you is July 1, 2009. Send all payments due on or after July 1, 2009 to your new servicer.

The transfer of servicing rights may affect the terms of, or the continued availability of any optional insurance coverage or other membership products. If your monthly payment included the collection of optional insurance premiums or membership fees, these services will not continue. You should contact the provider of the optional insurance or membership product directly to determine your continuation privileges, if applicable.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a 'qualified written request' to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A 'qualified written request' is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

BAYVIEW LOAN SERVICING, LLC
Attention: Customer Service Department
4425 Ponce de Leon Blvd.
5th Floor Mailroom
Coral Gables, FL 33146

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated."



**CONTACT YOUR NEW SERVICER, BAYVIEW LOAN SERVICING, LLC, ON OR AFTER
JULY 1, 2009:**

SEND PAYMENT TO:
Bayview Loan Servicing, LLC
P.O. Box 3042
Milwaukee, WI 53201-3042

CUSTOMER SERVICE:
TOLL FREE NUMBER & HOURS
1-800-457-5105
8:00 a.m. ~ 7:00 p.m., (ET)
Monday ~ Friday

Your Annual Statements

In January 2010, you will receive two separate Mortgage Interest Statements (Form 1098) from CitiMortgage and Bayview Loan Servicing, LLC. These annual statements will report the amount of interest and real estate taxes you paid during the time each company serviced your loan in 2009.

Optional Insurance

The transfer of servicing rights may affect the terms of or the continued availability of any optional insurance coverage or other membership products. If your monthly payment included the collection of optional insurance premiums or membership fees, these services will not continue. You should contact the provider of the optional insurance or membership product directly to determine your continuation privileges, if applicable.

We Appreciate the Opportunity to Serve You

Again, CitiMortgage would like to extend a sincere "thank you" for the opportunity to serve you. We greatly appreciate the trust you have placed in us.

Sincerely,

CitiMortgage, Inc.

EXHIBIT C

CitiMortgage
P.O. Box 660065
Dallas, TX 75266-0065



www.citimortgage.com

March 23, 2010

DANIEL L JUNK
CHRISTINE H JUNK
181 OLDFIELD WAY
BLUFFTON, SC 29909-7013

New CitiMortgage Account Number: 0770825346
Bayview Loan Servicing, LLC Account Number: 0000403634

Dear Client(s):

The servicing of your mortgage loan, that is, the right to collect payments from you, was transferred from Bayview Loan Servicing, LLC to CitiMortgage effective March 9, 2010. This transfer of servicing does not affect the terms or conditions of your loan other than the terms directly related to who is servicing your loan.

To make this transfer as smooth as possible, below is a list of important information. We have also enclosed a CitiMortgage fee schedule and our Privacy Policy.

- Monthly Payments: Effective March 9, 2010, any payments should be sent to CitiMortgage:

CITIMORTGAGE, INC.
PO Box 689196
Des Moines, IA 50368 - 9196

- How to Reach Us: If you have questions, please call 1-800-233-7018*, Monday through Friday, from 7:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 7:00 p.m., and Sunday from 12:00 p.m. to 11:00 p.m., E.T.
- Yearend Statements: If you paid any interest, tax or insurance payments during 2010, we will send you a Form 1098 by January 31, 2011. Also, if applicable, we will send you a Form 1099-C, reflecting the amount of debt that was cancelled.

"If you send a 'qualified written request' to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A 'qualified written request' is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a 'qualified written request' regarding the servicing of your loan, it must be sent to:

CITIMORTGAGE, INC.
ATTN: CUSTOMER RESEARCH
PO BOX 9442
GAITHERSBURG MD 20898-9442

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions."

Welcome on behalf of the entire Citi family.

Sincerely,

CitiMortgage, Inc.

Enclosures



When you provide a check, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If we use your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The following Notice is required by Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605)

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from Bayview Loan Servicing, LLC. to CitiMortgage, Inc. effective March 9, 2010.

The assignment, sale or transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than terms directly related to the servicing of your loan.

The law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your present servicer is Bayview Loan Servicing, LLC. If you have any questions relating to the transfer of servicing from your present servicer, please call toll free at 1-800-457-5105 Monday- Friday from 7:00 a.m. to 7:00 p.m., ET.

Your new servicer will be CitiMortgage, Inc. The business address for your new servicer is:

CITIMORTGAGE, INC.
ATTN: CUSTOMER RESEARCH
P.O. Box 660065
Dallas, TX 75266-0065

If you have any questions relating to the transfer of servicing to your new servicer call CitiMortgage, Inc. toll free at 1-800-283-7918* Monday through Friday from 7:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 7:00 p.m., and Sunday from 12:00 p.m. to 11:00 p.m., ET.

The date that your present servicer will stop accepting payments from you is March 8, 2010. The date that your new servicer will start accepting payments from you is March 9, 2010. Send all payments due on or after that date to your new servicer.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

*During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a 'qualified written request' to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A 'qualified written request' is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a 'qualified written request' regarding the servicing of your loan, it must be sent to:

CITIMORTGAGE, INC.
ATTN: CUSTOMER RESEARCH
PO BOX 9442
GAITHERSBURG MD 20898-9442

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.*

02/07/07

-Review Requested-

DANIEL I. JUNK
CHRISTINE H JUNK
181 OLDFIELD WAY
OKATIE SC 29909

Dear CitiMortgage Customer(s):

Welcome to CitiMortgage! Recently, you should have been notified by American Home Mortgage Corporation that the servicing, including the right to collect payments, of your mortgage loan is being transferred to CitiMortgage effective 02/01/07. Beginning on this transfer date, American Home Mortgage Corporation will stop accepting and CitiMortgage will start accepting your loan payments. This transfer of servicing does not change any of the terms or conditions of your loan other than the terms directly related to the servicing of your loan.

Beginning on 02/01/07, please send all payments to CitiMortgage at:

CitiMortgage, Inc.
P.O. Box 6006
The Lakes, NV 88961-6006

Have you considered using E-Z Pay, our automated payment program? This convenient service can help save you time and effort. More information about this program can be found on the back of your monthly billing statement or on our web site.

Beginning on 02/01/07 and for 60 days thereafter, no payment will be treated as late. No late charges will be assessed by CitiMortgage if the payment is received by American Home Mortgage Corporation prior to the end of the applicable late charge grace period.

If you have any questions or need assistance concerning your loan after the transfer date, call the CitiMortgage Customer Service Department at 1-800-283-7918* (TDD 1-800-395-2516). You may also write to us at: P.O. Box 9438 Gaithersburg, MD 20898-2246. Please refer to your CitiMortgage loan number 0770825346.

If you have any questions prior to 02/01/07, please contact American Home Mortgage Corporation by calling (877) 394-3100 or writing to: American Home Mortgage Corporation 523 Broadhollow Road Melville, Ny 11747.

In January, CitiMortgage will send you an annual statement, which reflects the tax and interest information for the portion of the year that CitiMortgage serviced your loan. You may also receive another annual statement from your prior servicer, corresponding to the period they serviced your loan. You will need to combine these two statements for income tax purposes.

Page Two
02/07/07
0770825346

If your monthly payment to your prior servicer included a premium for credit life and/or disability insurance, CitiMortgage will not continue to collect the premium(s) and your coverage will be cancelled as of 02/01/07.

We look forward to providing you with prompt and professional service throughout the remaining term of your mortgage loan. Visit us at www.citimortgage.com for more information.

Sincerely,

Joan Naumann
Customer Service

*Calls are randomly monitored and recorded to ensure quality service.

The following disclosures are required pursuant to Section 6 of RESPA: "Section 6 of 12 U.S.C. 2605 gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or statement, which includes your name, account number and your reasons for the request. A "QUALIFIED WRITTEN REQUEST" REGARDING THE SERVICING OF YOUR LOAN MUST BE SENT TO THIS ADDRESS: CITIMORTGAGE, INC. ATTN: CUSTOMER RESEARCH, P.O. BOX 9442, GAITHERSBURG, MD 20898-9442. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions. Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of the Section. You should seek legal advice if you believe your rights have been violated."

02/07/07

IMPORTANT ACCOUNT INFORMATION

Loan Number: 0770825346

Payment Due Date: 02/01/07

Please review the following information to confirm its accuracy.

If necessary, make any changes or additions on this form.
If this information is accurate, no further action is required.

Primary Borrower: Daniel I. Junk
Secondary Borrower: Christine H. Junk

Home Telephone: (843) 645-2520
Work Telephone: (212) 551-3222

Property Address: 181 Oldfield Way
Okatie, SC 29909

Mailing Address: 181 OLDFIELD WAY
OKATIE, SC 29909

Please return this form to the following address only if corrections or additions are required.

CitiMortgage, Inc.
P.O. Box 9438
Gaithersburg, MD 20898-2240
1-800-283-7918 (TDD 1-800-395-2516)

To ensure proper crediting please complete and remit the following temporary coupon with your first payment. Please make your check or money order payable to CitiMortgage, Inc. and write your account number on the front of the check.

CMI Account Number 0770825346
Current Amount Due \$ _____
Additional Principal \$ _____
Total Amount Enclosed \$ _____

Send Payment to: CitiMortgage, Inc.
P.O. Box 6006
The Lakes, NV 88901-6006

Exhibit 2

InterestFirst™ ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published In *The Wall Street Journal*)
Rate Caps - 10 Year Interest Only Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

November 3, 2006
[Date]

Hilton Head Island
[City]

South Carolina
[State]

181 Oldfield Way, Okatie, SC 29909
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 1,200,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is American Home Mortgage

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.500%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month, beginning on January 1, 2007. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on December 1, 2036, I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029

or at a different place if required by the Note Holder.

DOC #: 044406

APPL #: 0001490226

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - 10 Yr. Interest Only Period - Single Family - Fannie Mae Uniform Instrument

197N (0509)

Form 3535 (05)

VMP Mortgage Solutions, L.L.C. (800)521-7291

Includes:

Page 1 of 5



(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 6,500.00 until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in Section 4 of this Note until the First Principal and Interest Payment Due Date. On that date and thereafter, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of changes in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of December, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

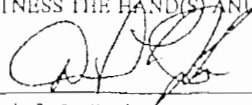
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Daniel L Junk (Seal)
-Borrower



Christine H Junk (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Citimortgage, Inc.

WITHOUT RECOURSE
BY AMERICAN HOME MORTGAGE

DANIELLE STARLING
ASST. SECRETARY

Exhibit 3

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 6,500.00 until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in Section 4 of this Note until the First Principal and Interest Payment Due Date. On that date and thereafter, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of changes in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of December, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Daniel L Junk (Seal)
-Borrower



Christine H Junk (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

BY TO THE ORDER OF

WITHOUT RECOURSE
BY AMERICAN HOME MORTGAGE

DANIELLE STERLING
ASST. SECRETARY