

WHEN RECORDED MAIL TO:

Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

For Recording Purposes Only:
Tax Parcel#: 1522105019
Date Executed: 8/30/2006
County Number: 0629310062
MIN: 100194430003085571

Loan No. 40251571

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of March 1, 2009, between HSBC BANK USA, NATIONAL ASSOCIATION, AS TRSUTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 1, 2006, FREMONT HOME LOAN TRUST 2006-D c/o Litton Loan Servicing LP whose address is 4828 Loop Central Drive, Houston, TX 77081-2226 ("HSBC BANK USA") and ROSHAUN WILSON MARRIED TO TRYNICIE WILSON whose address is 2219 S 20th Ave, Broadview, IL 60155 (the "Borrower" or "you".) The Agreement is as follows:

RECITALS

- A. On or about August 30, 2006, the predecessor of HSBC BANK USA loaned you one hundred seventy-three thousand six hundred and no/100 dollars (\$173,600.00) (the "Loan"), which Loan was evidenced by a note dated August 30, 2006 payable to the order of FREMONT INVESTMENT & LOAN (the "Original Note").
- B. The Original Note is secured by a Deed of Trust, Mortgage, or Deed to Secure Debt dated August 30, 2006 and recorded in the official records of Cook County, Illinois (the "Original Mortgage").
- C. The Legal Description of the real property encumbered by the Original Mortgage is:

THE NORTH 59.91 FEET OF THE SOUTH 159.91 FEET OF LOT 22 IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(the "Property"). The Property is commonly known as 2219 S 20th Ave, Broadview, IL 60155.

- D. HSBC BANK USA is now the owner of the Original Note and Original Mortgage.
- E. The Original Mortgage grants a security interest in the Property owned by you and described in the Original Mortgage and allows HSBC BANK USA to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Original Note.
- F. The Original Note, the Original Mortgage, and any other documents executed simultaneously therewith concerning the Loan are called the "Loan Documents" in this agreement. You agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated.
- G. You have requested that HSBC BANK USA refrain from exercising the rights and remedies granted to HSBC BANK USA by the Loan Documents and, instead, agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Agreement.
- H. Pursuant to your request to modify your obligations under the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, HSBC BANK USA has agreed to adjust the interest rate of the Original Note, the

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repayment terms of the Original Note, and the total amount due with respect to the Original Note. HSBC BANK USA has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Agreement, you and HSBC BANK USA agree as follows:

1. **Validity of the Loan Documents:** Except as expressly modified by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect and the Original Mortgage shall continue to secure the Original Note as modified by this Agreement.
2. **The Effective Date:** This Agreement will be effective on March 1, 2009.
3. **Modification of Your Obligations:** Your obligations under the Fixed Balloon Loan Documents are modified as follows:
 - a. **New Principal Balance:** The new principal balance you now owe with respect to the Loan is one hundred sixty-two thousand and no/100 dollars (\$162,000.00) (the "New Principal Balance"). The New Principal Balance is the outstanding principal balance of your Loan including advances made to protect HSBC BANK USA's secure interest in the Property. You promise to pay HSBC BANK USA, or order, the New Principal Balance plus interest at the Interest Rate specified in accordance with the terms of the Loan Documents as modified by this Agreement.
 - b. **Interest Rate:** Interest will accrue on the unpaid amounts of the New Principal Balance from the Effective Date of this Agreement until paid in full at an annual rate equal to 4.940%.
 - c. **Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars (P&I) in accordance with the following schedule:**

INTEREST CHANGE DATE	INTEREST RATE	FIRST PAYMENT DUE DATE	MONTHLY P&I PAYMENT
3/1/2009	4.940%	4/1/2009	\$791.56
 - d. **BORROWER UNDERSTANDS AND HEREBY STIPULATES THAT THIS LOAN MODIFICATION AGREEMENT IS AMORTIZED ON A 450 MONTH SCHEDULE RESULTING IN A BALLOON PAYMENT DUE AS OF THE MODIFIED MATURITY DATE. IF ON SEPTEMBER 1, 2036 ("MATURITY DATE"), THE BORROWER STILL OWES AMOUNTS UNDER THE NOTE AND SECURITY INSTRUMENT, AS AMENDED BY THIS AGREEMENT, THE BORROWER WILL PAY THESE AMOUNTS IN FULL ON THE MATURITY DATE.**
 - e. **If your New Monthly Payment does not include an amount for a real property tax and insurance escrow, HSBC BANK USA is not requiring you to maintain a real property tax and insurance escrow at this time, but may, subject to applicable law, require you to maintain an escrow for the payment of those amounts in the future. If no real estate tax and insurance escrow payment is specified, you must pay the real estate taxes and hazard insurance premiums for the Property when they are due.**

If your New Monthly Payment includes an amount for a real property tax and insurance escrow, any change in the amount of the real property taxes and hazard insurance premiums for the Property may result in a change in the amount of your monthly real property tax and insurance escrow payment, and the amount of your monthly payment. See paragraph 5 "Escrow Account" below, regarding the Escrow Account.

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- f. **Payment Term:** Your first New Monthly Payment will be due on **April 1, 2009**, with all of your subsequent Monthly Payments due on the 1st day of each month following this date and continuing for three hundred thirty (330) months until September 1, 2036 (the "New Maturity Date"), when the entire remaining balance of your loan, including principal, interest, charges, advances, and other fees and costs related to the Loan which HSBC BANK USA has not yet been paid, will be due and payable in full.
- g. **Late Charges:** If any monthly payment is not paid when due, you may be charged a late fee to the Lender in accordance with the provisions of the Original Note.
4. **Right to Prepay:** Your right to prepay the unpaid balance of your Loan is governed by the terms contained in the original Loan Documents.
5. **Escrow Account:** Subject to applicable law, HSBC BANK USA may require you to maintain an escrow account (the "Escrow Account"). If HSBC BANK USA requires you to maintain an escrow account, you shall pay to HSBC BANK USA on the day monthly payments are due a sum for the payment of yearly real property taxes and assessments; yearly hazard, property or flood insurance premiums; and other costs necessary to preserve HSBC BANK USA's security interest in the Property ("Escrow Costs"). The amount of your monthly payment to the Escrow Account will equal 1/12 of HSBC BANK USA's estimate of the annual Escrow Costs and may change from time to time as Escrow Costs change.

In accordance with federal law (RESPA), HSBC BANK USA may hold a reserve in an amount not to exceed 1/6th of the total annual projected Escrow Costs unless the mortgage documents or state law specifies a lower amount. Annually, it will be HSBC BANK USA's responsibility to analyze the Escrow Account. If the amounts held by HSBC BANK USA to pay the Escrow Costs exceed the amounts permitted to be held by applicable law, HSBC BANK USA shall account to you for the excess Funds in accordance with the requirements of applicable law. If the amounts held by HSBC BANK USA to pay the Escrow Costs are not sufficient to pay the Escrow Costs when due, HSBC BANK USA may notify you in writing, and, in such case, you shall pay to HSBC BANK USA the amount necessary to make up the deficiency. You shall make up the deficiency in no more than twelve monthly payments.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by you subject to HSBC BANK USA's approval which shall not be unreasonably withheld. All insurance policies and renewals shall reference HSBC BANK USA's loan number and include a standard mortgagee clause for the benefit of:

HSBC BANK USA
 c/o Litton Loan Servicing LP
 4828 Loop Central Drive
 Houston, TX 77081-2226

7. **Completion of this Agreement:** If you fully comply with all of the terms and provisions of this Agreement and the terms and provisions of the Loan Documents and pay the New Principal Balance in full with accrued interest on or before the New Maturity Date, HSBC BANK USA will discharge your obligations under the Loan Documents and this Agreement. Moreover, for as long as you fully comply with the terms and provisions of the Loan Documents and this Agreement, HSBC BANK USA will, until the New Maturity Date, reinstate your Loan as current and shall not exercise any of its collection rights or remedies against you which are permitted under the Loan Documents, this Agreement, or at law or in equity.
8. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Agreement and under the Loan Documents upon the occurrence of any one or more of these events:
- If any bankruptcy or insolvency proceeding is filed by or against you.
 - Any representation or warranty made by you in the Loan Documents, this Agreement, or any document provided by you or on your behalf in connection with this Agreement proves to be false or misleading in any respect.

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- c. You fail to make the New Monthly Payments as required by this Agreement.
 - d. You fail to pay any amount to the Escrow Account for the payment of Escrow Costs when requested by HSBC BANK USA.
 - e. You sell or convey any interest in the Property without HSBC BANK USA's prior written consent.
 - f. Any breach of any of the terms or provisions of the Loan Documents or this Agreement.
9. **Consequences of Your Default:** If you default under this Agreement or the Loan Documents after the Effective Date (your "Default"), HSBC BANK USA may, in addition to the remedies provided by the Loan Documents, terminate this Agreement and, subject only to applicable law, institute or resume any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Agreement and exercise any of its rights and remedies against you under the Loan Documents and/or this Agreement. Upon your Default, HSBC BANK USA may, at its option, accelerate and declare the entire unpaid balance of the Loan including principal, accrued interest, any other costs or advances, and all other amounts owed under the Loan Documents and this Agreement immediately due and payable in full, and may elect to account for and apply all payments, including but not limited to the New Monthly Payments made from and after the Effective Date until the time of your Default pursuant to the terms of the Original Note.
10. **Your Representations and Warranties:** As a material condition to HSBC BANK USA willingness to enter into this Agreement, you represent and warrant the following facts:
- a. That you are indebted to HSBC BANK USA pursuant to the terms of the Loan Documents and this Agreement, that your New Principal Balance is accurately set forth in this Agreement, and that you have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind which you can assert against HSBC BANK USA in connection with the making, closing, administration, collection, or enforcement by HSBC BANK USA of the Loan Documents, this Agreement, or any related agreement.
 - b. You represent and warrant that you have no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that you believe the terms of this Agreement are sufficient to allow you to comply with your obligations under the Loan Documents and this Agreement.
 - c. You represent and warrant that all statements you have made to HSBC BANK USA, whether written or oral, including but not limited to all financial information and releases you have provided to HSBC BANK USA regarding you or the Property, remain valid and were true as of the date made and as of the Effective Date.
 - d. That you understand that this Agreement is legally binding and that it affects your rights. You have obtained, or have had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Agreement. You further represent and warrant that you are signing this Agreement voluntarily and with full understanding of its contents and meaning.
11. **YOUR RELEASE OF HSBC BANK USA: IN THE EVENT THAT YOU HAVE ANY CLAIMS, ACTIONS OR CAUSES OF ACTION, STATUTE OF LIMITATIONS OR OTHER DEFENSES, COUNTERCLAIMS OR SETOFFS OF ANY KIND WHICH YOU NOW OR HEREAFTER MAY ASSERT AGAINST HSBC BANK USA IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY HSBC BANK USA OF THE LOAN DOCUMENTS, THIS AGREEMENT OR ANY OTHER RELATED AGREEMENTS, THEN BY EXECUTING THIS AGREEMENT YOU FOREVER IRREVOCABLY WAIVE AND RELINQUISH THEM. THE TERM "HSBC BANK USA" SHALL INCLUDE FOR THE PURPOSES OF THIS AGREEMENT, BUT SHALL NOT BE LIMITED TO, HSBC BANK USA'S PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND ALL PRIOR AND SUBSEQUENT PARTIES IN INTEREST, INCLUDING BUT NOT LIMITED TO HSBC BANK USA'S PREDECESSOR IN INTEREST.**

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12. **Final Agreement:** This Agreement may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and HSBC BANK USA. The Loan Documents and this Agreement constitutes the entire agreement between you and HSBC BANK USA, supersedes all previous negotiations and discussions between you, HSBC BANK USA and/or HSBC BANK USA's predecessors in interest, and neither parole evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in the Loan Documents and this Agreement.
13. **No Waiver:** By executing this Agreement, HSBC BANK USA is not waiving and shall not be deemed to have waived any of your defaults under the Loan Documents or any of HSBC BANK USA's rights or remedies against you. Moreover, any waiver by HSBC BANK USA of any breach or any provision of this Agreement or the Loan Documents or any related agreement or its failure to exercise any right or remedy under this Agreement, the Loan Documents or any related agreement shall not be deemed a continuing waiver or a waiver of any other or subsequent breach, whether of the same or any other provision, and shall not in any way impair any of HSBC BANK USA's rights or remedies.
14. **No Novation.** You expressly agree that this Agreement is not a new loan from HSBC BANK USA but simply the modification of your existing obligations under the Loan Documents. Neither you nor HSBC BANK USA has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
15. **Choice of Law and Severability:** This Agreement shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
16. **Successors:** This Agreement shall bind the parties respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of HSBC BANK USA to sell, or otherwise convey, any interest in the Loan and the Loan Documents to another, provided that such subsequent party in interest is also bound as HSBC BANK USA to the terms of this Agreement.
17. **References:** All references to the singular shall include the plural and all references to one gender herein shall include both genders.
18. **Executed in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
19. **Payment Instructions:** All payments, unless you are notified by HSBC BANK USA in writing of a different address, shall be made to HSBC BANK USA at the following address:

Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

20. **Notices:** All notices should be sent to:

If to HSBC BANK USA:

HSBC BANK USA
c/o Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

If to Borrower:

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Roshaun Wilson
2219 S 20th Ave
Broadview, IL 60155

21. Time of the Essence: Time, and HSBC BANK USA's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Agreement.

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Property of Cook County Clerk's Office

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LENDER ACKNOWLEDGEMENT

WITNESS the following signatures and seals as of the day first written above.

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRSUTEE
UNDER THE POOLING AND SERVICING AGREEMENT DATED AS
OF NOVEMBER 1, 2006, FREMONT HOME LOAN TRUST 2006-D

By: *Randy Reynolds*

Name: RANDY REYNOLDS

VICE PRESIDENT

Title: _____

Property of Cook County Clerk's Office

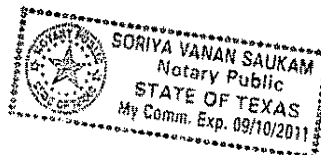
STATE OF Texas §

COUNTY OF Harris §

On MAY 19 2009, before me, Soriya Vanan Saukam, a Notary Public in and for said County and State, personally appeared RANDY REYNOLDS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Soriya Vanan Saukam
Notary Public



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BORROWER ACKNOWLEDGEMENT

BORROWER(S):

Roshaun Wilson

Roshaun Wilson

STATE OF Illinois §

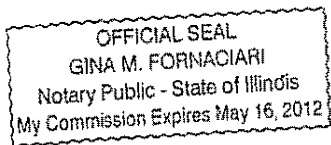
§

COUNTY OF Cook §

On Feb 23, 2009, before me, Gina Fornaciari, a Notary Public in and for said County and State, personally appeared Roshaun Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Gina M. Fornaciari
Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE