



Doc#: 0922915053 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/17/2009 02:05 PM Pg: 1 of 7

After Recording Return To:

RUTH RUHL, P.C.
[Company Name]
Attn: Recording Department
[Name of Natural Person]
2305 Ridge Road, Suite 106
[Street Address]
Rockwall, Texas 75087
[City, State, Zip]

Prepared By:

RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

[Space Above This Line for Recording Data]

Loan No.: 40057242

MERS No.: 1001944-5000170053-4

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 22nd day of December, 2008, between Jenssen Clark, an unmarried man

("Borrower/Grantor")

and HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of November 1, 2005, Fremont Home Loan Trust, 2005-D by: Litton Loan Servicing LP as its attorney in fact

("Lender/Grantee"),

("Mortgagee"),

and Mortgage Electronic Registration Systems, Inc.

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated August 17th, 2005, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on September 9th, 2005, in Book/Liber N/A, Page N/A, Instrument No. 0525226075, Official Records of Cook County, Illinois, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 7330 South Yates Blvd, Chicago, Illinois 60649

3-6
3-7
m-j
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the real property described being set forth as follows:

LOT 7 IN PIERCE'S SOUTH SHORE ADDITION, A RESUBDIVISION OF LOTS 19 AND 20 AND THE EAST 1/2 OF LOTS 3 AND 18 IN BLOCK 5 IN STAVE KLEMM'S SUBDIVISION OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 20-25-220-019-0000

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

1. As of December 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 202,200.59, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.070%, from December 1st, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,086.84, beginning on the 1st day of January, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.070% will remain in effect until principal and interest are paid in full. If on September 1st, 2035, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

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

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

6. Borrower understands and agrees that:

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

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

(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

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

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

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

Date 12/30/08



Jensen Clark (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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Loan No.: 40057242

BORROWER ACKNOWLEDGMENT

State of Illinois §

County of Cook §

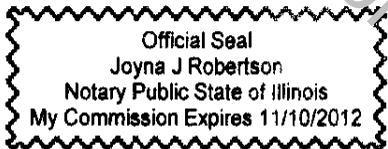
On this 12/30/08 day of 12/30/08
personally appeared Jenssen Clark *

Joyna J. Robertson, before me,
[name of notary], a Notary Public in and for said state,

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

* Joyna J. Robertson

(Seal)



Joyna J. Robertson
Joyna J. Robertson

Type or Print Name of Notary

Notary Public, State of ILLINOIS

My Commission Expires: 11/10/2012

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Loan No.: 40057242

APR 22 2009

APR 22 2009

-Date

-Date

HSBC Bank USA, National Association, as
Trustee under the Pooling and Servicing Agreement dated as of November 1, 2005,
Fremont Home Loan Trust, 2005-D by: Litton
Loan Servicing LP as its attorney-in-fact

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: *Randy Reynolds*
Printed/Typed Name: **RANDY REYNOLDS**
Its: **VICE PRESIDENT**

By: *Robert Tompkins*
Printed/Typed Name: **Robert Tompkins**
Its: **Assistant Secretary**

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §
County of Harris §

On this 22 day of APR 22 2009, before me,
Melissa M. Flores [name of notary], a Notary Public in and for said state,
personally appeared RANDY REYNOLDS **VICE PRESIDENT** of HSBC Bank USA, National Association, as Trustee
under the Pooling and Servicing Agreement dated as of November 1, 2005, Fremont Home Loan Trust, 2005-D by:
Litton Loan Servicing LP as its attorney-in-fact

and Robert Tompkins, Lender,
Assistant Secretary of Mortgage Electronic Registration
Systems, Inc., Mortgagee, personally known to me to be the person who executed the within instrument on behalf of
said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Melissa M. Flores
Notary Signature
-Melissa Flores- Melissa M. Flores
Type or Print Name of Notary

Notary Public, State of TX
My Commission Expires: 6.26.2012

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Loan No.: 40057242

MERS No.: 1001944-5000170053-4

BALLOON ADDENDUM

THIS ADDENDUM is made this 22nd day of December, 2008, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of November 1, 2005, Fremont Home Loan Trust, 2005-D by: Litton Loan Servicing LP as its attorney-in-fact (the "Lender")

and covers the Property located at:

7330 South Yates Blvd, Chicago, Illinois 60649
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

By signing below, Borrower and Lender accept and agree to the terms and covenants contained herein.

12/30/08
Date

Jenssen Clark
Jenssen Clark (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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Loan No.: 40057242

APR 22 2009

-Date

APR 22 2009
-Date

HSBC Bank USA, National Association, as
Trustee under the Pooling and Servicing Agreement dated as of November 1, 2005,
Fremont Home Loan Trust, 2005-D by: Litton
Loan Servicing LP as its attorney-in-fact

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: 

Printed/Typed Name: **RANDY REYNOLDS**

By: 

Printed/Typed Name: **Robert Tompkins**

Its: **VICE PRESIDENT**

Its: **Assistant Secretary**