After Recording Return To:

Brown & Associates 2316 Southmore Pasadena, TX 77502

Rockwall, Texas 75087 [City, State, Zip]

Prepared By: RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, Texas 75087 Original Mortgage in the amount of \$59,000.00 recorded on 7/13/2006 as Instr. No. 0619420042

[Space Above This Line For Recording Data]

Loan No.: 40184202

MERS No.: 1001944-5000219537-9

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 3rd day of February, 2009 between Maria E. Nakayama

("Burrower/Grantor")

and HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of August 1, 2006, Fremont Home Loan Trust 2006-B by: Litton Loan Servicing LP as its attorney-in-fact

("Lender/Grantee"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely , granted or assigned to Mortgage Electronic Payment Rewards Rider, if any, dated June 13th, 2006 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 , in Book/Liber , Instrument No. , Page . Official Records of 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 4945 West Wrightwood Ave., Chicago, Illinois 60639

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the real property described being set forth as follows:

LOT 18 IN BLOCK 10 IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 13-28-418-005

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 January 1st, 2009 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U 3 \$58,273.54 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to p by 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 4.620 %, from January 1st, 2009 . Borrower promises of principal and interest of U.S. \$ 312.20 , beginning on the 1st da of February , 2009 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.620 % will remain in effect until principal and interest are paid in full. If on July 1st, 2036 , (the "Maturity Date"), Borrower still owes amounts under the Note and the Scourity 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 deliver alor mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sams 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 requir ments of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all paying its 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 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.
- All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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

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BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this day of いっし コロ M こうしつ スト personally appeared Maria E. Nakayama

MAR 0 4 2009

[name of notary], a Notary Public in and for said state,

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

(Seal)

"OFFICIAL SEA!"
WOL JU MENDOZA
Notary Public, State of Illin is
My Commission Expires Sept. 06, 2002

Type or Print Name of Notary

Notary Public, State of

My Commission Expires: April 5, 20

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HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing -Lender Agreement dated as of August 1, 2006, Fremont Home Loan Trust 2006-B by: Litton Loan Servicing L. as its attorney-in-fact	Mortgage Electronic Registration Systems, IncMortgagee		
By: Lag Grable	Freford Saucebord		
Printed/Typed Name: Randy Farro's	Printed/Typed Name: Richard Bauerband		
Its: Vice President Its: Assistant Secretary			
LENDER/MORTGAGEE ACKNOWLEDGMENT			
State of Texas \S County of Harris \S On this 25^{H} day of 3^{H}			
personally appeared Randy Reynolds Vice President of HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of August 1, 2006, Fremont Home Lean Trust 2006-B by: Litton Loan Servicing LP as its attorney-in-fact			
and Richard Bauerband Systems, Inc., Mortgagee, personally known to me to be said entity, and acknowledged to me that he/she/they exe	, Lender, Assistant Secretary of Mortgage Electronic Posistration the person who executed the within instrument on behalf of ecuted the same for the purpose therein stated.		
(Seal) KARLA G. FELAN Notary Public STATE OF TEXAS My Comm. Exp. 03/25/2013	KARLA G. FELAN Notary Signature Type or Print Name of Notary		
	Notary Public, State of 3-25-2013 My Commission Expires: 3-25-2013		