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This instrument was prepared by:

Alan Koeppel
HSBC Mortgage Corporation
2929 Walden Ave
Depew NY 14043

Doc#: 1022919017 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/17/2010 09:34 AM Pg: 1 of 8

WHEN RECORDED RETURN TO:

First American Document Solutions
450 E. Boundary St
Chapin, SC 29036
Attn: Lien Release

11106931

[Space Above This Line For Recording Data]

Original Recorded Date: MAY 26, 2006	Freddie Mac Loan No. 341968420
Original Principal Amount: \$ 138,700.00	Loan No. 7869722
	MERS MIN 1000224 0789697220 4

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LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **23RD** day of **FEBRUARY, 2010**, between **HSBC MORTGAGE CORPORATION (USA)**

("Lender")

AND **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("Mortgagee"), and **ERIC BABICH AND ANGELIKA BABICH, Husband and wife**

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **APRIL 28, 2006**, in the original principal sum of U.S. \$ **138,700.00**, and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in **Book or Liber N/A, at page(s) N/A, Instrument No. 0614620211** of the **Official** Records of **COOK COUNTY, ILLINOIS**.

[Name of Records]

[County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

5348 North Cumberland Ave, Chicago, ILLINOIS 60656

[Property Address]

S Yes
P 7
S ✓
M ✓
SC yes
E yes
W aw

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Loan No: 7869722

Borrower and Notary Checklist

Please carry this sheet with you when you have your documents notarized. This checklist is being provided to ensure that your loss mitigation documents are correctly executed. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned to you for correction and/or completion.

- All signatures and requested written information completed in **BLACK INK** only.
- Borrower(s) must sign their name(s) exactly as the printed line below the signature line.
- County, State and date information completed (if applicable) on Borrower's Acknowledgment for each set of documents.
- Notarization date written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's signature and title written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's stamp and/or seal placed on Borrower's Acknowledgment when notarizing each set of documents.
- Commission Expiration Date of Notary Public written in on Borrower's Acknowledgment for each set of documents, if required.
- **Witness Signatures**

Certain states require witness(es) to your signature. If witness signatures are required on your loan documents, please verify that each witness has signed and printed/typed their name under the signature as indicated. **BORROWERS CANNOT WITNESS THEIR OWN SIGNATURES.**

NOTE:

- The Lender's Acknowledgement portion of the **loan documents** will be completed by the Lender and **SHOULD NOT** be notarized by your notary public.
- **IF a Subordination Agreement** is part of this loan package, you must take it (or mail it) to your second lienholder indicated on the Agreement; to be signed and notarized. We will be unable to process this modification if the executed Subordination Agreement is NOT returned to us. Please contact us with any questions pertaining to this document.

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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

1. Current Balance. As of **FEBRUARY 23, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **115,870.86**.
2. Interest Rate. 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 **5.750** %, beginning **MARCH 1, 2010**, both before and after any default described in the Note. The yearly rate of **5.750** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **617.46**, beginning on the **1ST** day of **APRIL, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 01, 2050**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **2929 WALDEN AVENUE
DEPEW, NEW YORK 14043** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand of Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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.
8. **This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 114,770.98. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 115,870.86, which amount represents the excess of the unpaid principal balance of this original obligation.**

(Acknowledgments on following page)

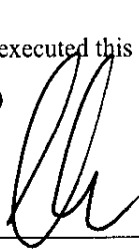
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Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.


HSBC MORTGAGE CORPORATION (USA)




MESUD AVDAGIC
Assistant Vice President
DATE: 3-5-10

Name: _____ - Lender

Its:

 _____ 3/1/10
ERIC BABICH - Borrower

 _____ 3/1/10
ANGELIKA BABICH - Borrower

- Borrower

- Borrower

- Borrower

- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

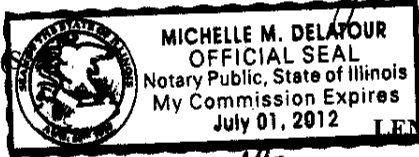
County of COOK

This instrument was acknowledged before me on March 1, 2010 (date) by

ERIC BABICH AND ANGELIKA BABICH

Eric Babich *Angelika Babich*
(name/s of person/s).

Michelle M. DeLator (Signature of Notary Public)



LENDER ACKNOWLEDGMENT

STATE OF ~~Illinois~~ New York COUNTY OF ~~Cook~~ Erie

The foregoing instrument was acknowledged before me this March 5, 2010 by
Mesud Avdagic, the AVP
of HSBC Mortgage Corp. (USA)
a AVP, on behalf of said entity.

Signature of Person Taking Acknowledgment *Roy I. Henseler*
Printed Name Roy I. Henseler
Title or Rank Notary Public
Serial Number, if any _____

ROY I. HENSELER
No. 01HE5024206
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Mar. 7, 2014

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EXHIBIT A

BORROWER(S): ERIC BABICH AND ANGELIKA BABICH, Husband and wife

LOAN NUMBER: 7869722

LEGAL DESCRIPTION:

UNIT NUMBER 512-2 IN THE CATHERINE COURTS CONDOMINIUM, AS DELINEATED AND DESCRIBED IN A PLAT OF SURVEY OF PARTS OF LOTS 1, 2, 3 AND 4 IN ALBERT SCHORSCH SONS CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 6, 2005 AS DOCUMENT NUMBER 0524932077, AS AMENDED BY SUPPLEMENT NO. 1 TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 14, 2005 AS DOCUMENT NUMBER 0534810040, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P-246 AND P-247, LIMITED COMMON ELEMENTS, AS DELINEATED AND DESCRIBED IN THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID.

ALSO KNOWN AS: 5348 North Cumberland Ave. Chicago, ILLINOIS 60656

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Date: **FEBRUARY 23, 2010**
Loan Number: **7869722**
Lender: **HSBC MORTGAGE CORPORATION (USA)**

Borrower: **ERIC BABICH AND ANGELIKA BABICH**

Property Address: **5348 North Cumberland Ave
Chicago, ILLINOIS 60656**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

[Signature]
Borrower _____ Date 3/1/10
ERIC BABICH

[Signature]
Borrower _____ Date 3/1/10
ANGELIKA BABICH

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____