



Doc#: 1119415034 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2011 01:56 PM Pg: 1 of 8

PREPARED BY:
Prommis Solutions
1544 Old Alabama Road
Roswell, GA 30076

When Recorded Mail To:
ATTN: Loss Mitigation
Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2212

Parcel No. 31-35-410-009-0000

[Space Above This Line for Recording Data]
Original Recorded Date: 6/9/2006 Loan No. 40430589
Original Principal Amount: \$ 106,320.00

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

IMPORTANT: I understand and acknowledge that I have previously obtained a discharge in connection with my bankruptcy case and that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against me personally or an attempt to revive personal liability. I am voluntarily entering into this agreement in order to obtain a more affordable monthly mortgage payment. I understand that any payments I make under this agreement are voluntary.

This Loan Modification Agreement ("Agreement") made on 1/18/2011, between Karen Miller ("Borrower") and HSBC Bank USA, National Association, as Trustee, under the Pooling and Servicing Agreement dated August 1, 2006, ACE Securities Corp. Home Equity Loan Trust, Series 2006-FM1, Asset Backed Pass-Through Certificates; Litton Loan Servicing LP as Attorney in Fact ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 4/27/2006 and recorded in Document No. 0616053093, of the Official Records of Cook County, IL, and (2) the Note bearing the same date as, and secured by, the Security Instrument, and any previous Loan Modification Agreements entered into prior hereto, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at:

321 Sioux Street, Park Forest, IL 60466
(Property Address)

S yes
P yes
S N
M N
SC yes
E yes
INT yes

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The real property described set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

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 **3/1/2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$131,701.36**, consisting of the unpaid amount(s) loaned to the Borrower by the 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 **6.160%**, from **3/1/2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$859.08**, beginning on **4/1/2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.160%** will remain in effect until principal and interest are paid in full. If on **5/1/2036** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 4828 Loop Central Drive, Houston, Texas 77081 or at such other place as the lender may require.

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, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impound's, 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 date specified in paragraph No. 1 above:

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- (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.
5. 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 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 the 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.
6. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender; and (d) Mortgage Insurance premiums, if any, or any sums payable by borrower to Lender in lieu of Mortgage Insurance premiums. These items are called "Escrow Items." Lender may require that Community Association

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Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's covenant and agreement contained in this Security Instrument. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Security Instrument and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Security Instrument and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to any the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment if full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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HSBC Bank USA, National Association, as Trustee, under the Pooling and Servicing Agreement dated August 1, 2006, ACE Securities Corp. Home Equity Loan Trust, Series 2006-FM1, Asset Backed Pass-Through Certificates; Litton Loan Servicing LP as Attorney in Fact

[Signature] _____ (Seal)
 Name: _____ -Lender
 Its: **JOHN CRANDALL**
VICE PRESIDENT

[Signature] _____ (Seal)
 _____ -Borrower
 Karen Miller

_____ (Seal)
 _____ -Borrower

_____ (Seal)
 _____ -Borrower

_____ (Seal)
 _____ -Borrower

[Signature] _____ (Seal)
 _____ -Witness

[Signature] _____ (Seal)
 _____ -Witness

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[Space Below This Line for Acknowledgement]

BORROWER'S ACKNOWLEDGEMENT

State of IL)

County of COOK

On 2/19/2011 before me, RENA FRIGO, personally appeared
(Notary's Name)

KAREN C MILLER
Print Borrowers Name

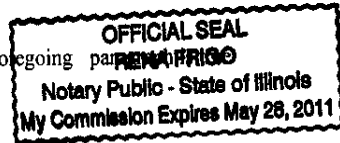
Print Co-Borrower's Name

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rena Frigo (Seal)



DO NOT WRITE BELOW THIS LINE.

LENDER'S ACKNOWLEDGEMENT

State of Texas

County of Harris

On 3-02-11 before me, Daniella Marie Garrett, personally appeared
(Notary's Name)

JOHN CRANDALL
VICE PRESIDENT

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Daniella Marie Garrett (Seal)



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Addendum

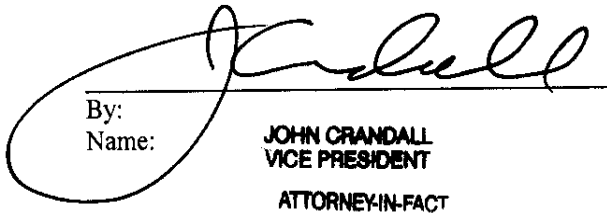
This Addendum is made a part of that Loan Modification Agreement entered into and made effective as of 1/18/2011 between **HSBC Bank USA, National Association, as Trustee, under the Pooling and Servicing Agreement dated August 1, 2006, ACE Securities Corp. Home Equity Loan Trust, Series 2006-FM1, Asset Backed Pass-Through Certificates; Litton Loan Servicing LP as Attorney in Fact** (the "Lender") and **Karen Miller** (the "Borrower").

Notwithstanding anything contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this Karen C. Miller day of 2/19, 2011

Lender

Borrower


By: _____
Name: **JOHN CRANDALL**
VICE PRESIDENT
ATTORNEY-IN-FACT

Karen C. Miller
Karen Miller

Borrower

Borrower



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Exhibit "A"

LOT 25 IN BLOCK 79 IN THE VILLAGE OF PARK FOREST AREA NO. 8, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 30, 1953 AS DOCUMENT 15733496, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office