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This Instrument Was Prepared By:
HSBC MORTGAGE CORPORATION (USA)
2929 Walden Ave
Depew NY 14043

Doc#: 1120319015 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/22/2011 08:54 AM Pg: 1 of 8

When Recorded Return To:
CoreLogic
450 E. Boundary
Chapin, SC 29036
Attn: Lien Release

14685856

PIN # 30-07-311-037-0000

[Space Above This Line For Recording Data]

Original Recorded Date: OCTOBER 17, 2008
Original Principal Amount: \$ 165,655.00

Fannie Mae Loan No. 0200976143
Loan No. 7363516
FHA/VA Case No. 137-4324948
MERS MIN 100022407396351669

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27TH day of MAY, 2011
between **NORMA BAUTISTA-BIRTS AND DAVID BIRTS**

("Borrower") and **HSBC MORTGAGE CORPORATION (USA)**

AND **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** ("Lender"),
("Mortgagee"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **SEPTEMBER 29, 2008** and recorded in
Book or Liber N/A, at page(s) N/A, Instrument No. 0829155005
of the Official Records of **COOK COUNTY, ILLINOIS**, and (2)

(Name of Records) (County and State, or other Jurisdiction)
the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal
property described in the Security Instrument and defined therein as the "Property", located at
1214 MEMORIAL DRIVE, CALUMET CITY, ILLINOIS 60409

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

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CLDS# FM3179 Rev. 10-27-10

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the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, ILLINOIS:
LOT 6 (EXCEPT THE EAST 20 FEET) AND THE EAST 20 FEET OF LOT 5 IN BLOCK
8 IN FORD CALUMET CENTER, A SUBDIVISION OF THE WEST 1375.16 FEET OF THE
NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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 **MAY 27, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **188,318.46**, 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 **5.125%**, from **JUNE 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,025.37**, beginning on the **1ST** day of **JULY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.125%** will remain in effect until principal and interest are paid in full. If on **JUNE 1, 2041** (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, 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 date specified in paragraph No. 1 above:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

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CLDS# FM3179-2 Rev. 01-21-11

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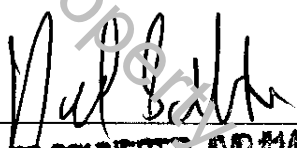
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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards 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 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) 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.
- (f) **"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**

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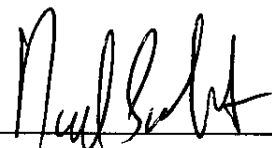

 Name: _____ (Seal)
 Its: **DAVID SCHNEITER, AVP #14084** - Lender


 _____ (Seal)
NORMA BAUTISTA-BIRTS - Borrower


 _____ (Seal)
DAVID BIRTS - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower



Mortgage Electronic Registration Systems, Inc.
Nominee for Lender **DAVID SCHNEITER, AVP #14084**

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Will

This instrument was acknowledged before me on 6-2-11 (date) by
NORMA BAUTISTA-BIRTS AND DAVID BIRTS

(name/s of person/s)

Miriam I Torres (Signature of Notary Public)



(Seal)

LENDER ACKNOWLEDGMENT

State of New York

County of Erie

This instrument was acknowledged before me on 6-7-11 (date) by

David Schnieper as AVP
of HSBC Mortgage Corp, USA

Mira Tomczyk (Signature of Notary Public)



(Seal)

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[Signature]
 Mortgage Electronic Registration Systems, Inc. -Mortgagee
DAVID SCHNEITER, AVP #14034

State of New York
 County of Chie

This instrument was acknowledged before me on 6-7-11 (date) by
David Schnaiter as AVP
 of HSBC Mortgage Corp., USA
and Mexico

[Signature] (Signature of Notary Public)

(Seal)

LISA TOMACZYK
QUALIFIED ILLINOIS COUNTY
COMMISSION EXPIRES 9/2011
LICENSE #01TO000328