

After Recording Return To:

Ocwen Loan Servicing, LLC
Attn: HAMP Modifications
P.O. Box 24737
West Palm Beach, FL 33416
62709117818143
Investor #: 3567

[Space Above This Line for Recording Data]

MODIFICATION AGREEMENT

45883576

Servicer: Ocwen Loan Servicing, LLC
Original Mortgagor / Maker: JEANNE C. JACKSON
Marital Status: SINGLE
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
ACTING SOLELY AS NOMINEE FOR RESMAE MORTGAGE CORPORATION

Original Amount: \$ 375,000.00
Original Mortgage Date: SEPTEMBER 25, 2006
Date Recorded: OCTOBER 26, 2006
Reel / Book: _____ Page / Liber: _____
CRFN / Document/Instrument #: 0629935086
AP# / Parcel #: 16-18-213-010
Property Address: 624 SOUTH SCOVILLE AVENUE,
City: OAK PARK County: COOK State: Illinois

Present Holder of the Note and Lien: HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED
HOLDERS OF NOMURA HOME EQUITY LOAN, INC., ASSET-
BACKED CERTIFICATES, SERIES 2007-3
Holder's Mailing Address: c/o Ocwen Loan Servicing, LLC
(Including county) 1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Palm Beach County

New Money \$ _____

LEGAL DESCRIPTION:

LOT 18 IN BLOCK 4 IN CHICAGO HERALD ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF LOT 4 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

Registered Land (OH Only): YES NO
AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____

District (MA Only): _____

Lot (DC Only): _____ Square: _____

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On behalf of Ocwen Loan Servicing, LLC,
Prepared by:



Janet Huck Ward
Morris, Laing, Evans, Brock & Kennedy
300 N. Mead, Suite 200
Wichita, KS 67202-2745
Loan No. 7091178181

After recording, RETURN TO:

ATTN: _____
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

When recorded mail to: #:7456009
First American Title
Loss Mitigation Title Services 24541.2
P.O. Box 27670
Santa Ana, CA 92799
RE: JACKSON - PROPERTY REPORT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

 JACKSON
45883516 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


MODIFICATION AGREEMENT

July 13 THIS MODIFICATION AGREEMENT (the "Modification") is made and entered into as of July 13, 2012, between HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2007-3 ("Investor"), c/o Ocwen Loan Servicing, LLC ("OLS"), whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and Jeanne C. Jackson ("Borrower," whether one or more) whose address is 624 South Scoville Avenue, Oak Park, IL 60304. The Modification is as follows:

RECITALS

- A. On or about September 25, 2006, the predecessor of Investor, Resmae Mortgage Corporation, loaned Borrower three Hundred Seventy-eight Thousand and no/100 Dollars (\$378,000.00) (the "Loan"), which was evidenced by a note dated September 25, 2006 (the "Original Note").
- B. The Original Note is secured by a Mortgage, dated September 25, 2006, which designated Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee and nominee for Resmae Mortgage Corporation, and recorded among the official records of Cook County on October 26, 2006, as Document No. 0629935086 (the "Original Mortgage"), which covers the real property described as follows and hereafter referred to as the "Property":

Lot 18 in Block 4 in CHICAGO HERALD ADDITION to Oak Park, being a subdivision of the West ½ of Lot 4 in the Subdivision of Section 18,

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Hundred Thirty-nine Thousand and no/100 Dollars (\$339,000.00) (the "New Principal Balance").

- b. **Interest Rate:** From the Effective Date of this Modification, Borrower shall owe interest on the unpaid New Principal Balance at an annual rate equal to 4.9% fixed until the maturity of the Loan.
 - c. **Down Payment:** Borrower shall pay Three Thousand and no/100 Dollars (\$3,000.00) by July 15, 2012 ("Down Payment"). The Down Payment shall be made payable to Ocwen Loan Servicing, LLC, and delivered to the office of Ocwen's counsel.
 - d. **New Monthly Payment:** Borrower's new monthly payment, which includes only principal and interest payments, will be One Thousand Nine Hundred Ninety-six and 72/100 Dollars (\$1,996.72). This amount reflects only amounts attributable to principal and interest on the Loan, and does not include any amounts owed for taxes and insurance on subject property, which amounts Borrower will pay directly to the appropriate entities.
 - e. **Payment Term:** The first New Monthly Payment will be due on September 1, 2012, with all of Borrower's subsequent New Monthly Payments due on the first day of each month following this date and continuing for two hundred ninety (290) months through October 1, 2036, when Borrower's remaining New Principal Balance, as defined below, including any additional interest, charges, advances, and other fees and costs related to the Loan which Ocwen has not yet collected, will be due.
 - f. **Late Charges:** In the event the New Monthly Payment has not been received within fifteen (15) days of the first day of the month when such New Monthly Payment is due, Borrower agrees to pay a late charge of five percent (5%) of the total New Monthly Payment due.
 - g. **Force Place Insurance:** If Borrower fails to obtain insurance and Ocwen shall be required to force place insurance in order to protect its security interest, then the escrow portion of the total monthly payment may increase. Additionally, Borrower releases Ocwen from any liability in connection with said force place insurance being inadequate as to the amount of coverage obtained by Ocwen.
4. **Right to Prepay:** Consistent with the original Note and Mortgage.
 5. **Escrow Account:** If the loan is non-escrowed, then the Borrower is independently responsible for the payment of taxes and insurance and is required to pay both of Borrower's property taxes and insurance directly to the appropriate entities. However, whether the loan is escrowed or non-escrowed, in the event the Borrower fails to keep current and pay either Borrower's taxes or any type of insurance required for the property either by State Law or by Ocwen, then Ocwen may advance these amounts to protect its security interest and if necessary, increase the amount of the monthly mortgage payment in order to compensate for the escrow shortage which will occur by said advancement. Therefore, Ocwen is permitted to impose an escrow impound account upon the subject loan. Ocwen may at any time collect and hold funds in the

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escrow account in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. et seq. ("RESPA"). Ocwen may estimate the amount of funds due for the escrow account on the basis of current data for any past due amounts and make reasonable estimates for expenditures of future escrow items and adjust Borrower's monthly payment amount accordingly should it become necessary to do so in the event of non-payment of taxes and insurance. However, the remaining paragraphs of the Original Note and Mortgage regarding payment of taxes and insurance still apply.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by Borrower subject to Ocwen's approval which shall not be unreasonably withheld. All insurance policies and renewals shall include Ocwen's loan number and include a standard mortgage clause for the benefit of:

HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2007-3
c/o Ocwen Loan Servicing, LLC
its Successors and/or Assigns
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone: 561-682-8000

7. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, Borrower will be in default under this Modification and under the Loan Documents upon the occurrence of any one or more of these events:
- a. Any material representation or warranty made by Borrower in the Loan Documents, this Modification, or any initial agreement proves to be false or misleading in any respect.
 - b. Borrower fails to make the New Monthly Payments as required by this Modification.
 - c. Borrower sells or conveys any interest in the Property without Ocwen's prior written consent.
 - d. Breach of any of the terms or provisions of this Modification.
8. **Consequences of Borrower's Default:** If Borrower defaults under this Modification or the Loan Documents after the Effective Date (Borrower's "Default"), Ocwen may, in addition to the remedies provided by the Loan Documents, subject only to applicable law, institute any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Modification and exercise any of its rights and remedies against Borrower under the Loan Documents and/or this Modification.

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9. **Borrower's Representations and Warranties:** As a material condition to Ocwen's willingness to enter into this Modification, Borrower represents and warrants the following facts:
- a. That Borrower is indebted to Ocwen pursuant to the terms of the Loan Documents and this Modification, that Borrower's Total Debt is accurately set forth in this Loan Modification, paragraphs 3 and 5, above, and that Borrower has no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind, including any claims pursuant to the Federal Truth in Lending Act, which Borrower can assert against Investor in connection with the making, closing, administration, collection, or enforcement by Investor of the Loan Documents, this Modification, or any related agreement at any time, past, present or future.
 - b. Borrower represents and warrants that Borrower has no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that Borrower believes the terms of this Modification are sufficient to allow Borrower to comply with Borrower's obligations under the Loan Documents and this Modification. In the event that Borrower is or becomes the subject of a Chapter 7 bankruptcy proceeding, Borrower consents to relief from any automatic stay which may be imposed and which would, otherwise, prevent Ocwen from proceeding with foreclosure in the event that Borrower is in Default pursuant to the Loan Documents and/or this Modification. In the event that Borrower is or becomes the subject of a Chapter 13 bankruptcy proceeding, nothing in this Modification agreement shall limit in any way Ocwen's rights as a secured creditor to seek adequate protection of its security interest, including Ocwen's right to seek relief from any automatic stay which may be imposed and which would, otherwise, prevent Ocwen from proceeding with foreclosure.
 - c. Borrower represents and warrants that all material statements Borrower has made to Ocwen, whether written or oral, all financial information and releases Borrower has provided to Ocwen regarding Borrower or the Property, and all information provided pursuant to any initial agreement Borrower may have signed with Ocwen, remain valid and were true as of the date made and as of the Effective Date.
 - d. Borrower understands that this Modification is legally binding and that it affects Borrower's rights. Borrower has obtained, or has had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Modification. Borrower further represents and warrants that Borrower is signing this Modification voluntarily and with full understanding of its contents and meaning.
10. **BORROWER'S RELEASE OF OCWEN:** IN THE EVENT THAT BORROWER HAS ANY CLAIMS, ACTIONS OR CAUSES OF ACTION, STATUTE OF LIMITATIONS OR OTHER DEFENSES, COUNTERCLAIMS OR SETOFFS OF ANY KIND WHICH EXIST AS OF THE DATE OF THIS MODIFICATION, WHETHER KNOWN OR UNKNOWN TO BORROWER, WHICH BORROWER NOW OR HEREAFTER MAY ASSERT AGAINST OCWEN IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY OCWEN OF THE LOAN DOCUMENTS,

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THIS MODIFICATION OR ANY OTHER RELATED AGREEMENTS, THEN BY EXECUTING THIS MODIFICATION BORROWER FOREVER IRREVOCABLY WAIVES AND RELINQUISHES THEM. OCWEN, INCLUDING HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF NOMURA HOME EQUITY LOAN, INC., ASSET-BACKED CERTIFICATES, SERIES 2007-3 SHALL INCLUDE FOR THE PURPOSES OF THIS MODIFICATION, BUT SHALL NOT BE LIMITED TO INVESTOR'S PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICING AGENTS, ATTORNEYS AND ALL PRIOR AND SUBSEQUENT PARTIES IN INTEREST, INCLUDING BUT NOT LIMITED TO INVESTOR'S PREDECESSOR(S) IN INTEREST.

11. Final Agreement: This Modification may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both Borrower and Ocwen. This Modification and the accompanying Settlement and Release Agreement constitutes the entire agreement between Borrower and Ocwen and, supersedes all previous negotiations and discussions between Borrower, Ocwen and/or Ocwen's predecessors in interest, and neither parol evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Modification.
12. No Novation: Borrower expressly agrees that this Modification is not a new loan from Ocwen but simply the modification of Borrower's existing obligations under the Loan Documents. Neither Borrower nor Ocwen has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
13. Choice of Law and Severability: This Modification shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Modification is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Modification shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Modification did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
14. Successors: This Modification shall bind the parties' respective successors, assigns, heirs and personal representatives. This Modification shall not be understood to limit in any way the right of Ocwen to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound as Ocwen to the terms of this Modification.
15. References: All references to the singular shall include the plural and all references to one gender herein shall include both genders.
16. Executed in Counterparts: This Modification may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
17. No Trial By Jury: BY EXECUTING THIS MODIFICATION, BORROWER IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AND

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ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS MODIFICATION.

- 18. Payment Instructions: All payments, unless Borrower is notified by Ocwen in writing of a different address, shall be made to Ocwen at the following address:

Ocwen Loan Servicing, LLC
 P.O. Box 6440
 Carol Stream, IL 60197-6440

- 19. Notices: All notices should be sent to:

If to Ocwen:

HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2007-3
 c/o Ocwen Loan Servicing, LLC
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409
 Phone: 561-682-8000

If to Borrower:

Jeanne C. Jackson
 624 S. Scoville Avenue
 Oak Park, IL 60304
 Telephone: 630-235-2999

- 20. Time of the Essence: Time, and Lender's unimpaired security interest in the Property, shall be of the essence as to Borrower's obligations under this Modification.

WITNESS the following signatures and seals as of the day first written above.

HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset Backed Certificates, Series 2007-3, by and through its attorney-in-fact, Ocwen Loan Servicing, LLC

By: Carol A. Fantozzi

Name:

Title:

Carol A. Fantozzi
Counsel

NOTARIZATION FOR INVESTOR:

STATE OF FLORIDA)
) ss.
 COUNTY OF PALM BEACH)

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On August 1, 2012, before me, Laurie Stevenson, a Notary Public in and for said County and State, personally appeared Carl Fantozzi as Counsel for OCWEN LOAN SERVICING, LLC, (personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL

Laurie Stevenson
 Notary Public
 Laurie Stevenson



LAURIE STEVENSON
 MY COMMISSION # EE 0412F
 EXPIRES: November 11, 2014
 Bonded Thru Budget Notary Services

Jeanne C. Jackson
 Jeanne C. Jackson, Borrower

NOTARIZATION FOR BORROWER:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On July 13, 2012, before me, MARY ELLEN DIAZ, a Notary Public in and for said County and State, personally appeared Jeanne C. Jackson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she is the person who executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL

Mary Ellen Diaz
 Notary Public



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HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF NOMURA HOME EQUITY LOAN, INC., ASSET-BACKED CERTIFICATES, SERIES 2007-3

By it's attorney in fact Ocwen Loan Servicing, LLC


By: Lauren Martin
Supervisor, Contract Management
Date: ~~11~~ September-2012

12 LM
Power of attorney recorded on MARCH 17, 2009,
County COOK State IL,
Book: _____ Page _____
Instrument # 0907611017

(If power of attorney recorded information above is not completed, please see attached Power of Attorney)

Property of Cook County Clerk's Office

WITNESSES:


Felicia Perry


Cord Moss


STATE OF Florida }
COUNTY OF Palm Beach }

VER
On ~~11~~ September-2012, before me, the undersigned Notary Public, personally appeared Lauren Martin, Supervisor, Contract Management of Ocwen Loan Servicing, LLC, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.


Notary - State of Florida
County of Palm Beach **Elsie Ramirez**

Prepared by: 

NOTARY PUBLIC-STATE OF FLORIDA
 Elsie Ramirez
Commission #DD914835
Expires: AUG. 09, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Elsie Ramirez

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