

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: (1) YOUR SOCIAL SECURITY NUMBER OR (2) YOUR DRIVER'S LICENSE NUMBER.

LOST MODIFICATION AGREEMENT AFFIDAVIT

Code of Alabama § 35-4-69

BEFORE ME, the undersigned authority, personally appeared Harrison Whittaker, who upon his oath, deposed and stated the following:

1. My name is Harrison Whittaker. I am employed as Contract Management Coordinator with Ocwen Loan Servicing, LLC, servicer for HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE1 ("Servicer"). I am over eighteen (18) years of age, and I am competent to make this Affidavit.
2. The substance of my testimony comes from a review of the records maintained within the regular course of business by Servicer, which are made near or at the same time as the occurrence of the recorded events.
3. Wallace Scott Norton ("Borrower") signed a promissory note dated September 20, 2005 in the principal amount of \$258,800.00 (the "Note"). The Note was payable to the order of Ocwen Loan Servicing, LCC.
4. Borrower and his wife Rebecca Ann Norton also signed a Security Instrument dated September 20, 2005 and filed for record at Instrument No. 20050928000504850, on September 28, 2005, in the official public records of Shelby County, Alabama.
5. On or about on April 26, 2008 a Modification Agreement ("Original Modification" or "Modification") was executed by the Borrower to properly amend the Note and Recorded Security Instrument. The Modification increased the original principal balance from \$258,800.00 to \$299,700.00.
6. Now, after diligent search, the Original Modification cannot be located due to causes unknown. The Original Modification is presently unavailable for recording in the official public records.
7. Therefore, in order to properly reflect the terms of the Modification, this Lost Modification Agreement Affidavit shall be attached to a copy of the Original Modification and filed for record in the official public records.

Ocwen Loan Servicing, LLC, servicer for HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE1

Signed by: Harrison Whittaker
Its: Contract Management Coordinator

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me Flora V. Rashtchy this 24 day of January 2013 by Harrison Whittaker as a Contract Management Coordinator of Ocwen Loan Servicing, LLC, who is Personally known to me or who has produced _____ as identification

Flora V. Rashtchy

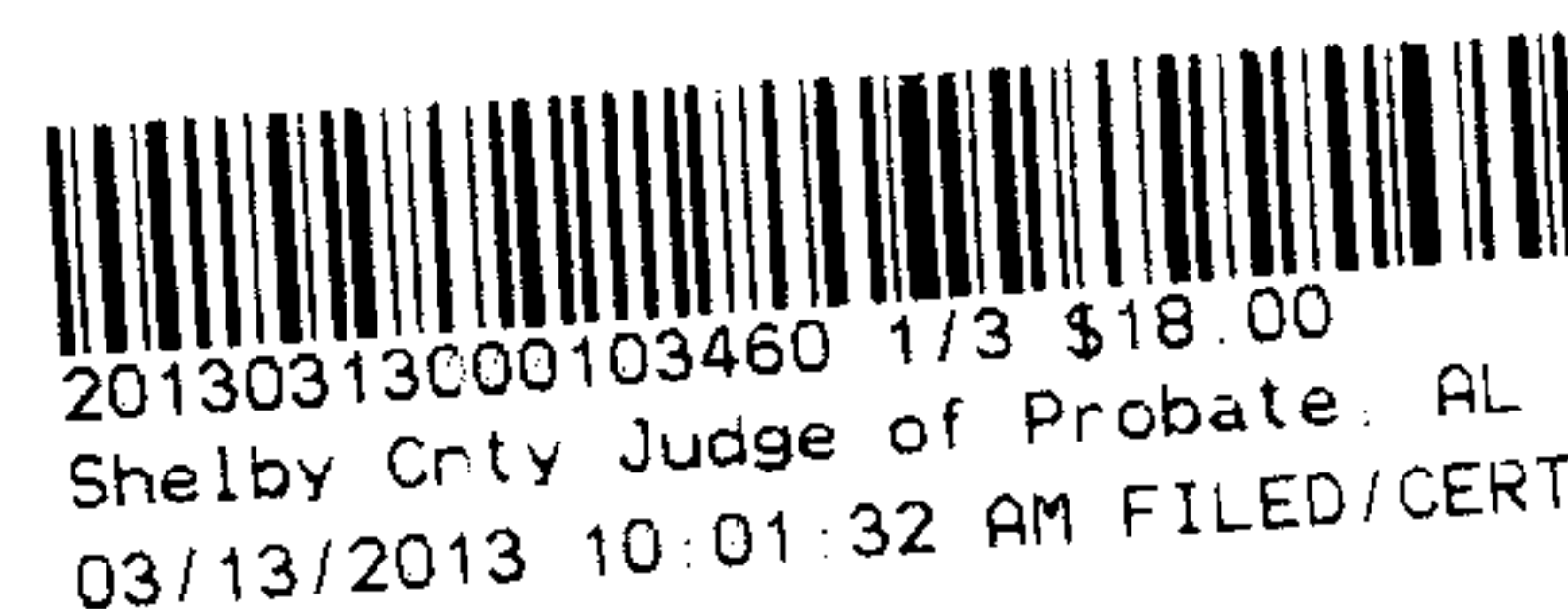
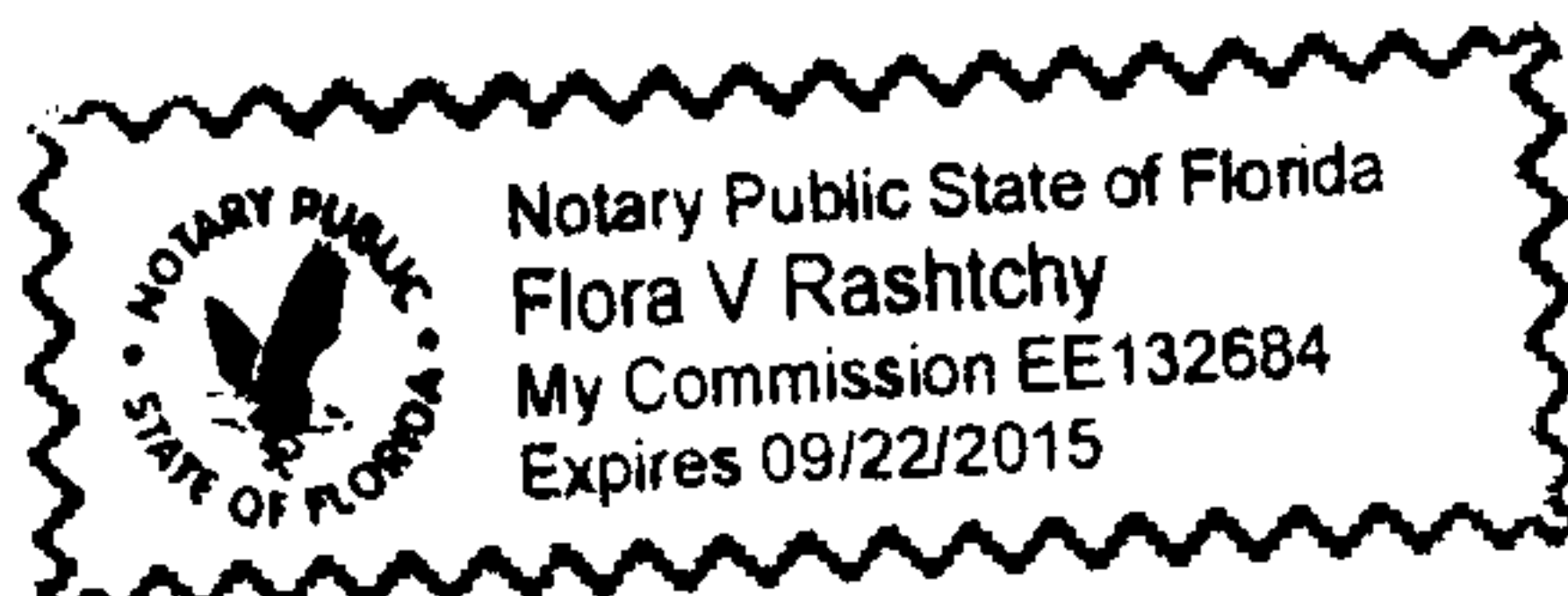
PRINTED NAME Flora V. Rashtchy

Notary Public - State of Florida

My Commission Expires: _____

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

After Recording Return to:
Shapiro and Ingle, LLC
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216



Nommu
nhe/2006-He/1
S

40,900.00

Form: Straight_Step

Ocwen Loan Number

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated April 26, 2008 which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of SHELBY County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at

154 Chestnut Drive
Alabaster, AL 35007

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$299,700.00. Upon modification, your Note will become contractually current.
2. You promise to make an initial down payment in the amount of \$5,055.00 on or before April 25, 2008, after which you will commence payments of principal and interest in the amount of \$1,492.90 on June 1, 2008 and continuing on the 1st day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification.
4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be reduced to 3.95%. This rate will remain in effect until the end of a 3 year period beginning with your first payment after the down payment. At the end of this period, your interest rate will be calculated according to the terms of your original loan documentation.
5. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
6. You understand and agree that:
 - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
 - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.

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Borrowers Initials WSN



20130313000103460 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/13/2013 10:01:32 AM FILED/CERT

Ocwen Loan Number [REDACTED]

- (d) You have no right of set-off or counterclaim, or any defense to the obligations of your Note or Mortgage.
 - (e) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
 - (f) You agree 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 Ocwen, will bind and inure to your heirs, executors, administrators, and assigns.
 - (g) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
7. BY EXECUTING THIS MODIFICATION, YOU FOREVER IRREVOCABLY WAIVE AND RELINQUISH 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, WHICH YOU MAY NOW OR HEREAFTER ASSERT IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY OCWEN OF THE LOAN DOCUMENTS, THIS MODIFICATION OR ANY OTHER RELATED AGREEMENTS.
8. BY EXECUTING THIS MODIFICATION, YOU IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AND ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS MODIFICATION.

Ocwen Loan Servicing, LLC

By:


NEIL DYSON

Sr. Manager of Investor Relations
and Loan Surveillance


Wallace Scott Norton



20130313000103460 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/13/2013 10:01:32 AM FILED/CERT