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 undersiders his oath, deposed and state	gned authority, personal ed the following:	lly appeared Harrison V	Vhittaker, who upon
1. My name is	Harrison Wnittake:	l am an	nployed as
Trustee for the registered	with Ocwen Loan Se holders of Nomura Hom	ervicing, LLC, servicer for the Equity Loan. Inc. As	for HSBC Bank USA, N.A., as set-Backed Certificates, Series 2006-ent to make this Affidavit.
2. The substance of my test business by Servicer, which	stimony comes from a re th are made near or at th	view of the records mai e same time as the occu	intained within the regular course of trence of the recorded events.
3. Wallace Scott Norton ("amount of \$258,800.00 (th	Borrower") signed a prose "Note"). The Note wa	omissory note dated Sep s payable to the order o	tember 20, 2005 in the principal f Ocwen Loan Servicing, LCC.
4. Borrower and his wife Fand filed for record at Instruction of Shelby County,	rument No. 2005092800	o signed a Security Instr 0504850, on September	rument dated September 20, 2005 r 28, 2005, in the official public
5. On or about on April 26 executed by the Borrower increased the original principle.	to properly amend the N	ote and Recorded Secur	odification" or "Modification") was rity Instrument. The Modification
6. Now, after diligent searce Original Modification is presented to the contract of the contra	th, the Original Modificates the original modificates the contraction of the contraction	ation cannot be located recording in the official	due to causes unknown. The public records.
7. Therefore, in order to pre Affidavit shall be attached records.	operly reflect the terms of the Origina	of the Modification, this land land land filed	s Lost Modification Agreement I for record in the official public
Ocwen Loan Servicing, LL Nomura Home Equity Loan	C, servicer for HSBC Bn, Inc., Asset-Backed Co	ank USA, N.A., as Trus ertificates, Series 2006-1	stee for the registered holders of HE1
Signed by:	n Whittake:		
STATE OF FLORIDA	Costonator		McHi
COUNTY OF PALM BEA	CH	•	J. Pasiv
The foregoing instrument was 2013 by arrison Whittaker	as acknowledged and so of C	worn before me	LLC, who is Personally known to
me) or who has produced	as ide	ntification	
		./	RECORDER'S MEMORANDU At the time of recordation, the
	MALIE		instrument was found to
	14 Helle		inadequate for the best phot graphic reproduction.
PI	RINTED NAME	Flora V. Rashtchy	Prabine rebiedarion.
N	lotary Public - State of F		
My Commission Expires:		***********	
	4	``````````````````````````````````````	
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		20130313000103460 1/3 \$18.00 20130313000103460 Of Probate: AL
After Recording Return to:			
Shapiro and Ingle, LLC	S OLDRY PLEY	Notary Public State of Florida  Flora V Rashtchy	<b>\frac{1}{5}</b>
10130 Perimeter Parkway Suite 400	\$ 12 m	My Commission EE132004	
Charlotte, NC 28216	کستس	CXDITES USINE CO.	

Charlotte, NC 28216

Suite 400

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40,900 11

Form: Straight_Stop

Oowen Loan Number

## LOAN MODIFICATION AGREEMENT

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

- 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 scoured by the Murtgage, which covers the real and personal property described in the Mortgage and defined therein as the 'Property'', located at

## 1.54 Cipestout, Drive Alabester, Al. 35007

Pursuant to our mutual agreement to modify your Note and Modange and in consideration of the promised conditions, and terms sat forth bolow, the parties agree as follows:

- You agree that the new principal balance due under your modified Note and the Mortage will be \$299,700,00. Upon modification, your Note will become contractually current.
- You promise to make an initial down payment in the amount of \$5,055.00 cm or before April 25, 3008, 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.
- 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.
- 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 testes, insurance premiums, assessments, escrew 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 becauses.
  - All coverants, 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 Ocwan'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 Ocwan 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 Ocwan.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your secount as of the date of this Agreement, may be charged to your secount after the date of this Agreement.

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Borrowers Initials

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Ocwen Loar	y LAMMION'S
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(d) You have no right of set-off or counterclaim, or any defense to the obligations of your Note of Mortgage.

(a) 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.

You agree to make and execute such other documents or papers as may be necessary or required to effectione the terms and conditions of this Agreement which, if approved and accepted by Cowen will bind and impre to your heirs, executors, administrators, and assigns.

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.

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 BEREAFTER ASSERT IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY OCWEN OF THE LOAD DOCUMENTS, THIS MODIFICATION OR ANY OTHER RELATED AGREEMENTS.

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 Lognizer Ligins LLC

Wallace Scott Norton

By:

7.

NEIL DYSON

Sr. Manager of Investor Relations

and Loan Surveillance

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