

Passaic County Document Summary Sheet

PASSAIC COUNTY GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	1819034	1012718
	Return Address <i>(for recorded documents)</i> FIRST AMERICAN MORTGAGE SERVICES - API 1100 SUPERIOR AVENUE #200 CLEVELAND OH 44114		

Official Use Only

Submission Date <i>(mm/dd/yyyy)</i>		09/20/2012
No. of Pages <i>(excluding Summary Sheet)</i>		7
Recording Fee <i>(excluding transfer tax)</i>		\$103.00
Realty Transfer Tax		\$0.00
Total Amount		\$103.00
Document Type	MORTGAGE MODIFICATION	
Electronic Recordation Level		
L2 - Level 2 (With Images)		
Municipal Codes		
PATERSON CITY		08
Bar Code(s)		
 A0EA2B		

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2012048642
RECORDED ON
Sep 21, 2012
9:12:27 AM
BOOK:R543 PAGE:281
Total Pages: 9

NJ PRESERVATION ACCOUNT \$40.00
RECORDING FEES - \$60.00
RECORDER OF DEEDS
HOMELESSNESS TRUST FUND \$3.00
TOTAL PAID \$103.00
INV: 941786 USER: LH

Additional Information (Official Use Only)

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 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Passaic County Document Summary Sheet

MORTGAGE MODIFICATION	Type		MORTGAGE MODIFICATION		
	Consideration				
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)		
	Document Date		08/01/2012		
	Reference Info				
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
	OR			BK M8038 PG 59	
			Name		Address
			VICTOR H VILLADA		
			Name		Address
		REGIONS BANK			
Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

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Recording Requested By and Return To:
REGIONS BANK DBA REGIONS MORTGAGE
ASM/MOD DEPARTMENT - FT 5TH
215 FORREST STREET
HATTIESBURG, MS 39401

[Space Above This Line For Recording Data]

Loan No: 1896013783
Borrower: VICTOR H VILLADA
Original Recorded Date: September 15, 2006

Data ID: 496
Investor Loan No.: 0221118608
Original Principal Amount: \$300,000.00

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MIN: 100194410003189649

This Loan Modification Agreement ("Agreement"), made this 31st day of July, 2012, between VICTOR H VILLADA, AN UNMARRIED MAN, whose address is 191 TRENTON AVE #193, PATERSON, NEW JERSEY 07503 ("Borrower"), REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK DBA REGIONS MORTGAGE AS SERVICER AND ATTORNEY-IN-FACT FOR HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-SHL1, 215 FORREST STREET, HATTIESBURG, MS 39401 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 tel. (888) 679-MERS ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 17, 2006 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), and recorded in BOOK M8038 PAGE 59 of the Official Records of the County Recorder's or Clerk's Office of PASSAIC COUNTY, NEW JERSEY and (2) 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:

191 TRENTON AVE #193, PATERSON, NEW JERSEY 07503
[Property Address]

45647069

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

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TOTAL PAID \$103.00
INV: 941786 USER: LH

When recorded mail to: #:6136374
First American Title
Loss Mitigation Title Services 1962.2
P.O. Box 27670
Santa Ana, CA 92799
RE VILLADA - PROPERTY REPORT



Loan No: 1896013783

Data ID: 496

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION 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 **August 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$348,103.01**, 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 **5.000%**, from **August 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,678.54**, beginning on the **first day of September, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full.

If on **August 1, 2052** (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 this 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.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Modified by **Middleberg, Riddle & Glanna**

Form 3179 1/01 (rev. 06/12)

(Page 2 of 6 Pages)



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Loan No: 1896013783

Data ID: 496

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:
- (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; and
 - (b) all terms and provisions of any adjustable rate rider, 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) "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.
 - (h) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Modified by Middleberg, Riddle & Gianna

Form 3179 1/01 (rev. 06/12)

(Page 3 of 6 Pages)



P+1896013783+8913+03+06+FNAMMOD

Loan No: 1896013783

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Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Modified by Middleberg, Riddle & Gianna

Form 3179 1/01 (rev. 06/12)

(Page 4 of 6 Pages)



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Loan No: 1896013783

Data ID: 496

Signed sealed and delivered in the presence of:

D. Natasha Ishmael
Witness - Printed Name

[Signature] (Seal)
VICTOR H VILLADA - Borrower

- Borrower Acknowledgment -

STATE OF NEW JERSEY
COUNTY OF PASSAIC

§
§

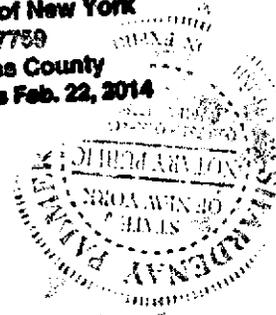
Be it remembered that on this 31st day of July, 2012,
before me, Shardenay Palmer, a Notary Public,
personally appeared VICTOR H VILLADA
who I am satisfied is the person named in and who executed the within instrument; and he did
acknowledge that he signed, sealed, and delivered the same as his act and deed for the uses and
purposes therein expressed.

(Seal)

[Signature]
Notary Public
Shardenay Palmer
(Printed Name)

My commission expires: Feb 22, 2014

SHARDENAY PALMER
Notary Public - State of New York
No. 41PA6217759
Qualified in Queens County
My Commission Expires Feb. 22, 2014



Loan No: 1896013783

Data ID: 496

Signed sealed and delivered as to both signatures in the presence of:

Witness - Printed Name

Lender: REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK DBA REGIONS MORTGAGE AS SERVICER AND ATTORNEY-IN-FACT FOR HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-SHL1

By: [Signature]
DONNA BURCH, ASSISTANT VICE PRESIDENT

Date of Lender's Signature: 8/1/12

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. - Nominee for Lender by REGIONS BANK DBA REGIONS MORTGAGE, as servicer for REGIONS BANK DBA REGIONS MORTGAGE AS SERVICER AND ATTORNEY-IN-FACT FOR HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-SHL1

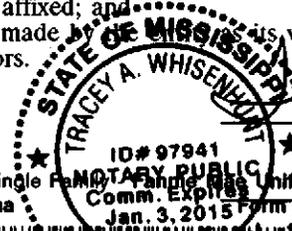
By: [Signature]
ASSISTANT SECRETARY DONNA BURCH
Title: _____

- Lender/Mortgagee Acknowledgment -

STATE OF MISSISSIPPI
COUNTY OF _____

I CERTIFY that on this 1st day of August, 2012, DONNA BURCH personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as ASSISTANT VICE PRESIDENT and as ASSISTANT SECRETARY, of the entity named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by her as voluntary act and deed by virtue of authority from its Board of Directors.



[Signature]
Notary Public
Tracey A Whisenant
(Printed Name)

LOAN MODIFICATION AGREEMENT - Single Party Uniform Instrument
Modified by Middleberg, Riddle & Gianna
Form 3179 1/01 (rev. 06/12)



Loan No: 1896013783

Borrower: VICTORIA H VILLADA

Property Address: 191 TRENTON AVE #193, PATERSON, NEW JERSEY 07503

LEGAL DESCRIPTION

BEGINNING AT A POINT IN THE EASTERLY LINE OF TRENTON AVENUE (70 FEET WIDE), SAID POINT BEING A DISTANCE OF 151.00 FEET SOUTHEASTERLY FROM A POINT FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF TRENTON AVENUE WITH THE NORTHERLY LINE OF ALABAMA AVENUE AND FROM SAID POINT PROCEEDING THENCE:(1) NORTH 87 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT; THENCE(2) SOUTH 02 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 49.00 FEET TO A POINT; THENCE(3) SOUTH 87 DEGREES 58 MINUTES SECONDS WEST A DISTANCE OF 150.00 FEET TO A POINT IN THE EASTERLY LINE OF TRENTON AVENUE; THENCE(4) NORTHWESTERLY ALONG SAID LINE, NORTH 02 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 49.00 FEET TO THE POINT AND PLACE OF BEGINNING.BEING THE SAME PREMISES WHICH BECOME VESTED IN VICTOR H. VILLADA, MARRIED BY DEED FROM ANN MARIE RICCIARDI, UNMARRIED, DATED JULY 1, 2004, RECORDED JULY 19,2004, IN THE REGISTER'S OFFICE OF THE COUNTY OF PASSAIC, NEW JERSEY, AS INSTRUMENT NO. 2004073931.

VILLADA
45647069

NJ

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

[Barcode]

NOT CERTIFIED COPY

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. 06/12) (Page 6 of 6 Pages)



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