

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 030111

2014 MAY 27 AM 8:55

MICHAEL B. BROWN
RECORDER

When recorded mail to: #:8850625
First American Title
Loss Mitigation Title Services 24541.2
P.O. Box 27670
Santa Ana, CA 92799
RE: DELBREY - PROPERTY REPORT

[Space Above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT

Servicer: Ocwen Loan Servicing, LLC
 Original Mortgagor / Maker: ELISEO DELBREY AND MARIA DELBREY
 Marital Status: MARRIED
 Original Mortgagee / Payee: BNC MORTGAGE INC.
 Original Amount: \$ 53,600.00
 Original Mortgage Date: APRIL 11, 1999
 Date Recorded: APRIL 09, 1999
 Reel / Book: _____ Page / Liber: _____
 CRFN / Document/Instrument #: 99-30600
 AP# / Parcel #: 45-09-18-354-033.000-021
 Property Address: 2838 DEARBORN STREET
 City: LAKE STATION County: LAKE State: INDIANA

Present Holder of the Note and Lien: U.S. BANK, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS
 OF STRUCTURED ASSET SECURITIES CORPORATION
 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-TC1

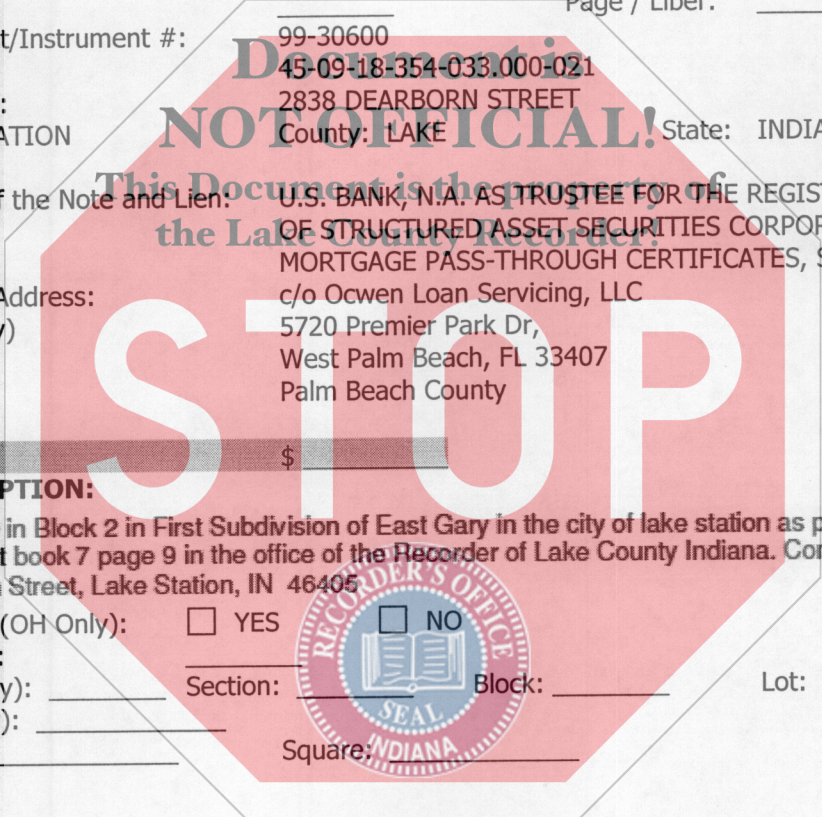
Holder's Mailing Address:
 (Including county) c/o Ocwen Loan Servicing, LLC
 5720 Premier Park Dr,
 West Palm Beach, FL 33407
 Palm Beach County

New Money \$ _____

LEGAL DESCRIPTION:

Lots 49 and 50 in Block 2 in First Subdivision of East Gary in the city of lake station as per plat thereof recorded in plat book 7 page 9 in the office of the Recorder of Lake County Indiana. Commonly known as 2838 Dearborn Street, Lake Station, IN 46405

Registered Land (OH Only): YES NO
 AFN# (OH Only): _____
 District (NYC Only): _____ Section: _____ Block: _____ Lot: _____
 District (MA Only): _____
 Lot (DC Only): _____ Square: _____



34.00
 1 ref
 10728406
 3 over
 100

ELISEO DELBREY
62381393843



On behalf of Ocwen Loan Servicing, LLC,
Prepared by:
Christopher T. Borniger
Morris, Laing, Evans, Brock & Kennedy
300 N. Mead, Suite 200
Wichita, KS 67202-2745
Loan No. 3813938

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

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Modification") is made and entered into as of October 14, 2013, between **U.S. Bank, N.A. as Trustee for the registered holders of Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-TC1** ("Investor"), c/o Ocwen Loan Servicing, LLC ("OLS"), whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, and **Eliseo Delbrey and Maria Delbrey, husband and wife** ("Borrower," whether one or more), whose address is 2838 Dearborn St., Lake Station, IN 46405. The Modification is as follows:

RECITALS

A. On or about Feb. 11, 1999, the predecessor of Investor loaned Borrower Fifty-Three Thousand Six Hundred and no/100 Dollars (\$53,600.00) (the "Loan"), which was evidenced by a note dated Feb. 11, 1999, payable to the order of BNC Mortgage, Inc. (the "Original Note").

B. The Original Note is secured by a Mortgage dated Feb. 11, 1999, and recorded among the official records of Lake County, Indiana, on Feb. 17, 1999, as Document Number 99014915 (the "Original Mortgage"), which covers the real property described as follows and hereafter referred to as the "Property"):

LOTS 49 AND 50 IN BLOCK 2 IN FIRST SUBDIVISION OF EAST GARY, IN THE CITY OF LAKE STATION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. COMMONLY KNOWN AS 2838 DEARBORN ST., LAKE STATION, IN 46405.

C. The Original Mortgage grants BNC Mortgage, Inc. ("BNC") a security interest in the Property owned by Borrower and described in the Original Mortgage and allows BNC to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including Borrower's failure to make payments as agreed under the Original Note.

D. Investor is now the owner of the Original Note and Original Mortgage (the "Loan Documents"), and Borrower agrees that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements, or arrangements that may have existed pertaining to the Loan are now terminated. **OLS and the Investor will be collectively referred to as "Ocwen" for purposes of this Modification.**

E. The parties have agreed that Ocwen will refrain from exercising the rights and remedies granted to it by the Loan Documents and, instead, agree to modify the terms of Borrower's obligations under the Loan Documents pursuant to the terms and conditions set forth in this Modification.

F. Pursuant to the mutual agreement to modify the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, Ocwen has agreed to adjust the repayment terms of the Original Note and the total amount due with respect to the Original Note. Ocwen has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

LOAN MODIFICATION

NOW, THEREFORE, in consideration of the foregoing recitals, which Borrower agrees to be true and correct and a part of this Modification, Borrower and Investor agree as follows:

1. Validity of the Loan Documents: Except as expressly modified by this Modification, the terms and conditions of the Loan Documents remain in full force and effect, and the Original Mortgage will continue to secure the Original Note and this Modification.

2. The Effective Date: This Modification is subject to clear title and will be effective on Nov. 1, 2013, on condition that a clear and marketable title policy can be issued.

3. Modification of Borrower's Obligations: The obligations under the Loan Documents are modified as follows:

a. **New Principal Balance:** The new principal balance now owed with respect to the Loan, after application of the below down payment, if any, will be Thirty-Eight Thousand and no/100 Dollars (\$38,000.00) (the "New Principal Balance").

b. **Interest Rate:** From the Effective Date of this Modification, Borrower will owe interest on the unpaid New Principal Balance at an annual rate equal to 4.58% fixed to maturity.

c. **Down Payment:** Borrower will pay Three Hundred Eighty and 85/100 Dollars (\$380.85) by Sept. 27, 2013 ("Down Payment"). The Down Payment must 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 principal and interest payment amount will be Two Hundred Eighty-Six and 76/100 Dollars (\$286.76), and the initial escrow payment is Ninety-Four and 09/100 Dollars (\$94.09), for a total of Three

Hundred Eighty and 85/100 Dollars (\$380.85), combined and known as the "New Monthly Payment." Borrower acknowledges that the escrow payment may change in the future because of any increases in taxes or insurance, and therefore the new monthly payment may increase.

e. **Payment Term:** The first New Monthly Payment will be due on Nov. 1, 2013, with all subsequent New Monthly Payments due on the first day of each month following this date and continuing until the maturity date on March 1, 2029, when Borrower's remaining New Principal Balance, as defined above, 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 Placed Insurance:** If Borrower fails to obtain insurance and Ocwen is required to forced place insurance 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 placed 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 Borrower is independently responsible for the payment of taxes and insurance and is required to pay both the property taxes and the insurance directly to the appropriate entities. However, whether the Loan is escrowed or non-escrowed, in the event Borrower fails to keep current and pay either the 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 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 will be chosen by Borrower subject to Ocwen's approval, which will not be unreasonably withheld. All insurance policies and renewals must include Ocwen's loan number and a standard mortgagee clause for the benefit of:

U.S. Bank, N.A. as Trustee for the registered holders of Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-TC1

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 or this Modification.

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, that 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 bankruptcy proceeding, Borrower consents to relief from any automatic stay that may be imposed and that would, otherwise, prevent Ocwen from proceeding with foreclosure in the event Borrower is in Default pursuant to the Loan Documents or this Modification.

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 THAT EXIST AS OF THE DATE OF THIS MODIFICATION, WHETHER KNOWN OR UNKNOWN TO BORROWER, THAT 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, THIS MODIFICATION OR ANY OTHER RELATED AGREEMENTS, THEN BY EXECUTING THIS MODIFICATION BORROWER FOREVER IRREVOCABLY WAIVES AND RELINQUISHES THEM. OCWEN, INCLUDING U.S. BANK, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-TC1, WILL INCLUDE FOR THE PURPOSES OF THIS MODIFICATION, BUT WILL 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 Borrower and Ocwen. This Modification and the accompanying Confidential 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 will 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 will 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Modification did not conflict with such law and did not contain the portion, term, or provision held to be invalid.

14. Successors: This Modification will bind the parties' respective successors, assigns, heirs, and personal representatives. This Modification will 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 include the plural, and all references to one gender herein include both genders.

16. Executed in Counterparts: This Modification may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 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, must 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:

U.S. Bank, N.A. as Trustee for the registered holders of Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-TC1
c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone: (561) 682-8000

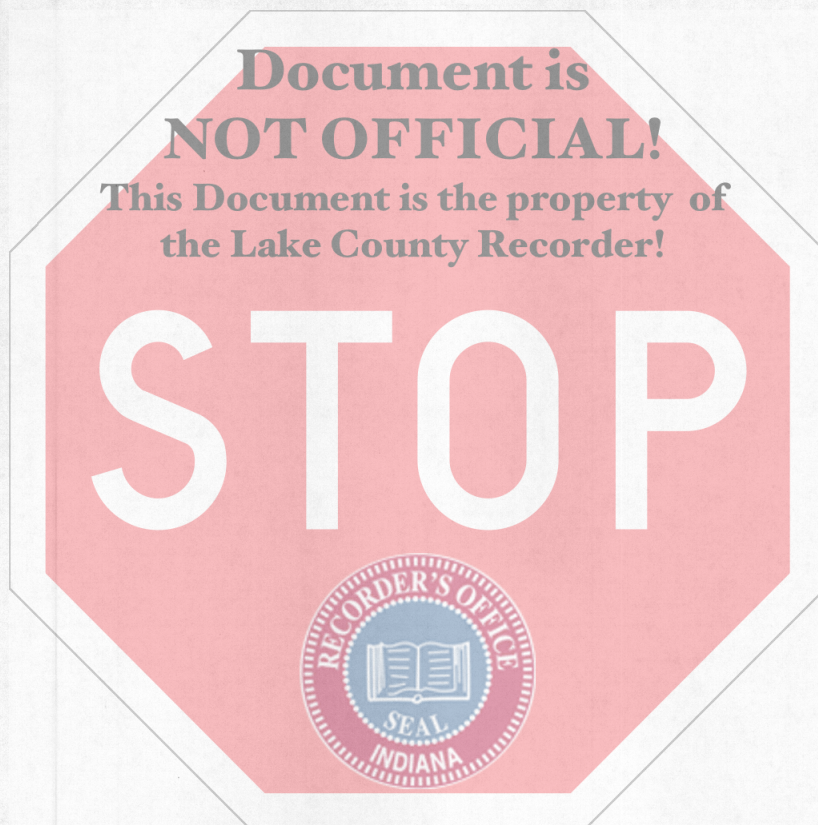
If to Borrower:

Eliseo Delbrey and Maria Delbrey
2838 Dearborn St.
Lake Station, IN 46405
Phone: _____

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

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

THE FOLLOWING TWO PAGES CONTAIN SPACES FOR SIGNATURES.



U.S. BANK, N.A. as Trustee for the registered holders of Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-TC1, by and through its attorney-in-fact, Ocwen Loan Servicing, LLC

By: _____
Name: Nathan J. Boucher
Title: Sr. Counsel

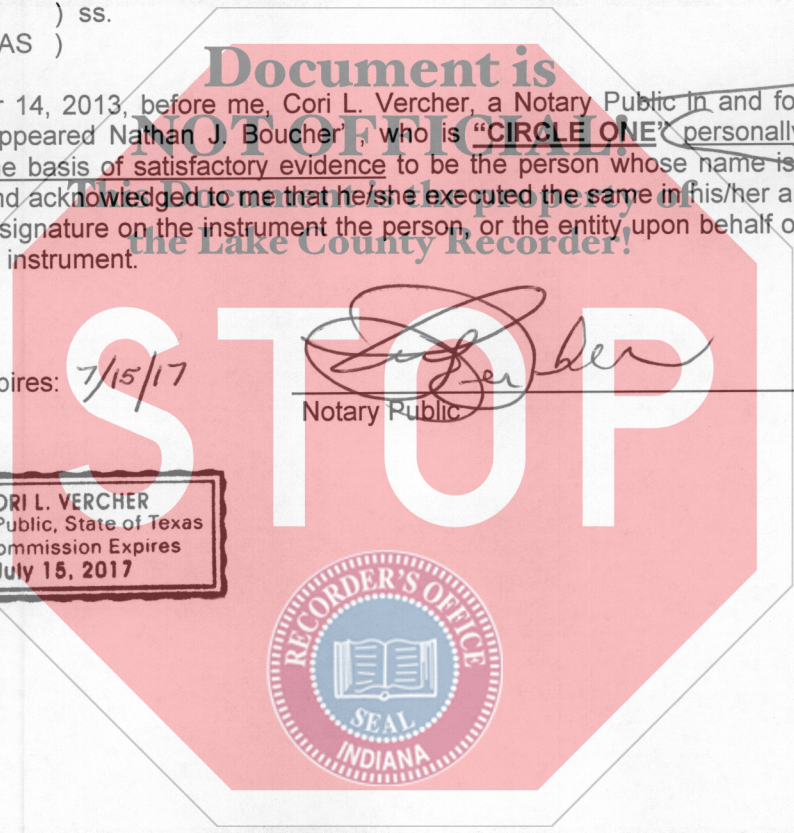
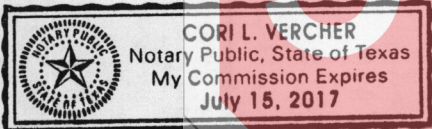
STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On October 14, 2013, before me, Cori L. Vercher, a Notary Public in and for said County and State, personally appeared Nathan J. Boucher, who is "CIRCLE ONE" 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.

[NOTARY SEAL]

My Commission Expires: 7/15/17

Cori L. Vercher
Notary Public



U.S. BANK, N.A. AS TRUSTEE FOR THE REGISTERED
HOLDERS OF STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-TC1

By its attorney in fact Ocwen Loan Servicing, LLC

Bendiane Zephir

By: Bendiane Zephir
Servicing Operations Specialist
Date: 17-April-2014

Power of attorney recorded on _____, County
State _____, Book: _____ Page _____
Instrument # _____

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

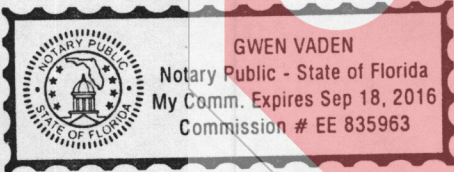
WITNESSES:

Felicia Perry
Felicia Perry

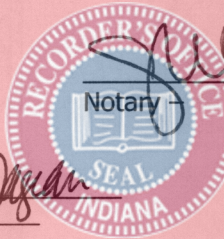
Gisele Cazeau
Gisele Cazeau

STATE OF Florida }
COUNTY OF Palm Beach }

On 17-April-2014, before me, the undersigned Notary Public, personally
appeared Bendiane Zephir, Servicing Operations Specialist, of Ocwen Loan Servicing,
LLC, personally known to me or proved to me on the basis of satisfactory evidence 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.



Gwen Vaden
Notary
State of Florida
County of Palm Beach
Gwen Vaden

Prepared by:

Gisele Cazeau
Gisele Cazeau

