

# Loan Modification Success Case

Name of Lender (Bank):

HSBC Mortgage Bank

<http://www.hsbcmortgageservices.com/>

Original Interest:

**%**

Original Payment:

**\$2,117.62**

New Interest:

**% - Payment Plan**

New Payment:

**\$1,200.74**

Please visit our website at:

<http://www.stopbanks.com/> or call us at 877-529-5090.

FORBEARANCE AGREEMENT

*watt kim  
mike*



This Forbearance Agreement is entered into on or about this 12<sup>th</sup> day of Aug., 2009, between Borrower(s) and HSBC MORTGAGE SERVICES, INC. as servicer for the owner of the loan or the owner of the loan.

This Agreement made by and between

hereinafter referred to as "Mortgagor(s)"

And

HSBC MORTGAGE SERVICES, INC., hereinafter referred to as "Servicer"

In Consideration of the mutual conditions and provisions herein contained,

It Is Agreed As Follows:

1. That the Mortgagor's loan is currently in default for payments, including, but not limited to, principal, interest, advances, and fees/costs in the amount of \$16182.40 due and owing under the Promissory Note, dated 7/25/2005 in the principal amount of \$213750, (Loan No. 0011080256), a copy of which is attached hereto.
2. The Parties agree that the Servicer has incurred costs and/or attorney's fees/costs in the amount of \$250.00 in preparation of this Agreement for which the Mortgagor(s) agrees to reimburse Servicer. The Mortgagor(s) understands that this Agreement is not subject to the limitations as to attorney's fees set forth in Section 5-3-404 of the Colorado Revised Statutes.
3. The Mortgagor(s) shall make a lump sum payment to Servicer (to be sent to the Law Office of in certified funds made payable to Servicer in the amount of \$1470.17 by July 31, 2009 (already received by HSBC). **Payments should be made directly to: HSBC Mortgage Services, Attn: Cash Department or can be sent Western Union: Code City: HMS - Code State: FL.** In addition, the Mortgagor(s) shall make monthly payments of \$1200.74, plus escrow and ancillary, beginning on September 1, 2009 and continuing through February 1, 2010. All subsequent payments should be made payable to the Servicer and sent directly to the Servicer. Payments are due on the 1st day of each month and are considered late if received after the 1st day of the month. Late payments constitute a breach of this Agreement. All payments must be in certified form.
4. If the Mortgagor(s) strictly complies with the terms herein, Servicer shall refrain from foreclosing on its Deed of Trust securing the Promissory Note referred to in paragraph 1.
5. The Mortgagor(s) understands and agrees that the pending foreclosure will not be withdrawn for twelve months from the original sale date. If there is a default during the twelve months, Servicer shall immediately proceed with the sale on the next scheduled sale date.
6. In the event of any default in the payments set forth in paragraph 3, or breach of terms herein by the Mortgagor(s), Servicer shall immediately be entitled to commence or resume foreclosure on its Deed of Trust securing the subject Promissory Note without further notice to the Mortgagor(s).

## Monthly Budget Worksheet

Client		Date	
<b>Monthly Income</b>			
Description (Monthly)	Borrower	Co-Borrower	Amount
Net Salary Wages	2,000.00	1,510.73	3,510.73
Overtime Wages			
Part Time Income			
Commissions			
Bonuses			
Social Security			
Disability			
Pensions			
Retirement			
Interest			
Dividends			
rent			
<b>Subtotal</b>			
<b>Total Income</b>			<b>\$3,510.73</b>
<b>Monthly Expenses</b>			
Description	Loan Balance	Monthly Payment	
Primary Home Mortgage (P.I.T.I.)		2,117.62	
Property insurance (if not included on PITI)			
Rent payment (if owner not occupying subject prop)			
Maintenance on primary home			
Other Mortgages			
Automobile Loan(s)			
Other loans		100.00	
Credit Cards			
Alimony			
Child Support			
Child care			
Utilities (water, electricity, gas, etc)		266.00	
Telephone & Cable & Internet		165.00	
Insurance (auto, health & life)		137.00	
Medical			
Car expenses (gas, maintenance, parking)		90.00	
Groceries and Toiletries		330.00	
Dry Cleaning			
Spending Money			
School Tuition/Activities		150.00	
HOA (Home Owners Association) Fees			
<b>Subtotal</b>		<b>\$3,355.62</b>	
<b>Net Cash Flow</b>		<b>\$155.11</b>	
<b>Debt to Income</b>		<b>95.58%</b>	

COMBINED NOTICE OF SALE AND RIGHT TO CURE AND REDEEM  
FORECLOSURE NUMBER [REDACTED]

To whom it may concern: This Notice is given with regard to the following described Deed of Trust:

Public Trustee's Foreclosure Sale No. [REDACTED] was commenced on 06/30/2009 in the office of the undersigned Public Trustee relating to the Deed of Trust described below:

Original Grantor(s): [REDACTED]  
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER, DECISION ONE MORTGAGE COMPANY, LLC  
Current Holder of Evidence of Debt: HSBC MORTGAGE SERVICES, INC.  
Date of Deed of Trust: 07/25/2005  
County of Recording: Jefferson  
Recording Date of Deed of Trust: 08/02/2005  
Reception No.: [REDACTED]  
Original Principal Balance: \$213,750.00  
Outstanding Principal Balance: \$206,567.45

Pursuant to C.R.S. §38-38-10(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: Failure to pay principal and interest when due together with all other payments provided for in the Evidence of Debt secured by the Deed of Trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCOMBERED BY THE LIEN OF THE DEED OF TRUST.

WHICH HAS THE ADDRESS OF: [REDACTED]

**NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust described herein, has filed written election and demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice is Hereby Given that I will at public auction, at 10:00 A.M. on Wednesday, 10/28/2009 at Office of the Public Trustee, 100 Jefferson [REDACTED] sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s). Grantor(s) heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale, and other items allowed by law, and will deliver to the purchaser a Certificate of Purchase, all as provided by law.

First Publication: 09/10/2009  
Last Publication: 10/08/2009  
Name of Publication: Wheat Ridge Transcript  
Number of Clips: 9

**NOTICE OF RIGHTS**

YOU MAY HAVE AN INTEREST IN THE REAL PROPERTY BEING FORECLOSED, OR HAVE CERTAIN RIGHTS OR SUFFER CERTAIN LIABILITIES PURSUANT TO COLORADO STATUTES AS A RESULT OF SAID FORECLOSURE. YOU MAY HAVE THE RIGHT TO REDEEM SAID REAL PROPERTY OR YOU MAY HAVE THE RIGHT TO CURE A DEFAULT UNDER THE DEED OF TRUST BEING FORECLOSED. A COPY OF SAID STATUTES, AS SUCH STATUTES ARE PRESENTLY CONSTITUTED, WHICH MAY AFFECT YOUR RIGHTS, IS ATTACHED TO ALL MAILED COPIES OF THIS NOTICE. HOWEVER, YOUR RIGHTS MAY BE DETERMINED BY PREVIOUS STATUTES.

A NOTICE OF INTENT TO CURE FILED PURSUANT TO C.R.S. §38-38-104 SHALL BE FILED WITH THE PUBLIC TRUSTEE AT LEAST FIFTEEN (15) CALENDAR DAYS PRIOR TO THE FIRST SCHEDULED SALE DATE OR ANY DATE TO WHICH THE SALE IS CONTINUED.

A NOTICE OF INTENT TO REDEEM FILED PURSUANT TO C.R.S. §38-38-302 SHALL BE FILED WITH THE PUBLIC TRUSTEE NO LATER THAN EIGHT (8) BUSINESS DAYS AFTER THE SALE.

DATE: 06/23/2009

[REDACTED]  
Public Trustee of Jefferson County, State of Colorado



The name, address and telephone number of the attorney(s) representing the legal holder of the indebtedness is:

[REDACTED]  
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.  
Attorney file number: 09-913-13568