



Telephone: [REDACTED]  
Fax: [REDACTED]  
www.littonloan.com

December 30, 2008

[REDACTED]  
[REDACTED]  
Denver, CO 80204

7.30% to 4.73%

[REDACTED]  
[REDACTED]  
Denver, CO 80209

\$4,260 to \$3,614

RE: Loan No. [REDACTED]  
Property Address: [REDACTED]  
[REDACTED]

Dear Manager(s):

Enclosed is a Loan Modification Agreement and Note executed by you on November 9, 2008 in the amount of \$508,500.00. Pursuant to the terms of the attached Loan Modification Agreement, a cash contribution of \$3,035.00 is required along with the signed Loan Modification Agreement. Please forward the signed and notarized Loan Modification Agreement and Approval Letter along with Cash Contribution within seven days to the following address:

Litton Loan Servicing  
c/o Guadalupe Buerostro  
Loss Mitigation Department  
[REDACTED]  
[REDACTED]

Should you have any questions, please do not hesitate to contact Guadalupe Buerostro at (711) 960-0076.

Sincerely,

Litton Loan Servicing, LP

Enclosure

WHEN RECORDED MAIL TO:

Litton Loan Servicing LP  
[REDACTED]  
[REDACTED]

Loan No. [REDACTED]

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of February 1, 2009, between HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 1, 2006, FREMONT HOME LOAN TRUST (2006-1) c/o Litton Loan Servicing LP whose address is [REDACTED] ("HSBC BANK") and DEMAR LEWIS III AND PATRICIA L LEWIS whose address is 1020 S Columbia St Denver, CO 80209 (the "Borrower" or "you"). The Agreement has the following terms:

**RECORDS**

- A. On or about November 15, 2005, the predecessor of HSBC BANK loaned you five hundred sixty-eight thousand five hundred and no/100 dollars (\$568,500.00) (the "loan"), which loan was evidenced by a note dated November 15, 2005 payable to the order of FREMONT INVESTMENT & LOAN (the "Original Note").
- B. The Original Note is secured by a Deed of Trust, Mortgage, or Deed to Secure Debt dated November 9, 2005 recorded among the official records of Denver County (the "Original Mortgage").
- C. The Legal Description is:  

**LOT 7 AND 8, BLOCK 14, BURNING BRICK BLOCKS 14, 11, 12 AND 13, CITY AND COUNTY OF DENVER, STATE OF COLORADO.**
- D. The Original Mortgage gives HSBC BANK a security interest in the Property owned by you and described in the Original Mortgage and allows HSBC BANK to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Original Note.
- E. HSBC BANK is now the owner of the Original Note and Original Mortgage (the "Loan Documents") and you agree that the Loan Documents are the only agreements and documents now in effect with respect to the loan. Any other undertakings, agreements or arrangements, which may have existed pertaining to the loan are now terminated.
- F. You have requested that HSBC BANK refrain from exercising the rights and remedies granted to HSBC BANK by the Loan Documents and instead agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Agreement.
- G. Pursuant to your request to modify your obligations under the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, HSBC BANK has agreed to adjust the interest rate of the Original Note, the repayment terms of the Original Note, and the total amount due with respect to the Original Note. HSBC BANK has also agreed to restate the loan as current and not in default as of the Effective Date, as defined below.