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OFFICIAL RECORD
Requested By:
RUTH RUHL

APN No.: 1220-09-810-031

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 19.00
BK-1208 PG- 3093 RPTT: 0.00



After Recording Return To:
RUTH RUHL, P.C.
[Company Name]
Attn: Recording Department
[Name of Natural Person]
2305 Ridge Road, Suite 106
[Street Address]
Rockwall, Texas 75087
[City, State, Zip]

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

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Loan No.: 15424567
MERS No.: 100094000000315684

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT (Providing for Initial Temporary Fixed Rate with Conversion to Original Adjustable Interest Rate Note terms)

This Loan Modification Agreement ("Agreement"), effective this 1st day of June, 2008, between David D. Dickey, a married man as his sole and separate property ("Borrower") and The Bank of New York as successor to JPMorgan Chase Bank, National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2005-CB8 by: Litton Loan Servicing LP as its attorney-in-fact ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated June 22nd, 2005, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on July 7th, 2005, in Book/Liber 0705, Page 3193, Instrument No. 0649070, Official Records of Douglas County, Nevada, and (2) the adjustable rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 1358 Marlette Circle, Gardnerville, Nevada 89460

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the real property described being set forth as follows:

SEE EXHIBIT "A" 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 June 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 285,605.44, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

2. **Initial Temporary Fixed Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance at the yearly fixed rate of 7.125 %, from June 1st, 2008 until June 1st, 2010. Borrower promises to make twenty-five (25) monthly payments of interest only of U.S. \$ 1,695.78, beginning on the 1st day of July, 2008. Borrower will continue making monthly interest only payments on the same day of each succeeding month until July 1st, 2010.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from July 1st, 2010. The interest rate Borrower will pay will be determined in accordance with the terms of the Note and may change every six (6) months in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest beginning on August 1st, 2010. The amount of Borrower's monthly principal and interest payments will be determined in accordance with the terms of the Note and may change in accordance with the terms of the Note. Borrower will continue to make monthly principal and interest payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of July, 2035, which is the present or extended Maturity Date.

Borrower understands and acknowledges that the Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.

4. If on 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.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.

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(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

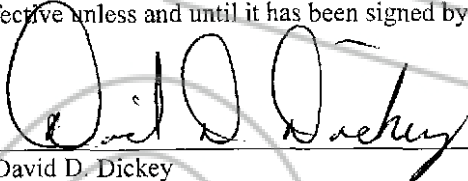
(d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(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.

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

7/24/2008
Date


David D. Dickey (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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BORROWER ACKNOWLEDGMENT

State of Nevada §
County of Douglas §

The foregoing instrument was acknowledged before me
by David D. Dickey

7/24/08 [date]

[name of person acknowledged].

(Seal)

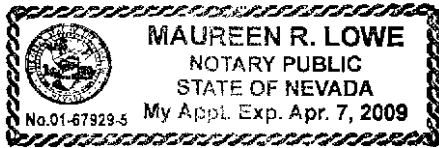
Maureen R Lowe

Printed/Typed Name: Maureen R Lowe

Notary Public, State of Nevada

County of Douglas

My Commission Expires: Apr 7 2009



Loan No.: 15424567

OCT 02 2008

-Date

OCT 02 2008

-Date

The Bank of New York as successor to
JPMorgan Chase Bank, National
Association, as Trustee for the C-BASS
Mortgage Loan Asset-Backed Certificates,
Series 2005-CB8 by: Litton Loan Servicing
LP as its attorney-in-fact

-Lender

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: *Randy Reynolds*

By: *Anna Roberts*

Printed/Typed Name: RANDY REYNOLDS

Printed/Typed Name: ANNA ROBERTS

Its: VICE PRESIDENT

Its: Assistant Secretary

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas

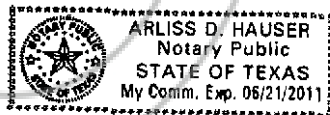
§
§
§

County of Harris

The foregoing instrument was acknowledged before me this OCT 02 2008 [date],
by RANDY REYNOLDS, VICE PRESIDENT, [name
of officer or agent, title of officer or agent] of The Bank of New York as successor to JPMorgan Chase Bank,
National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2005-CB8 by:
Litton Loan Servicing LP as its attorney-in-fact

, on behalf of said entity, and
by ANNA ROBERTS, Assistant Secretary of Mortgage Electronic Registration
Systems, Inc., Mortgagee.

(Seal)



Arliss Hauser

Printed/Typed Name: ARLISS HAUSER

Notary Public, State of Texas

My Commission Expires: JUN 21 2011

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EXHIBIT "A"

LOT 368, AS SAID LOT IS SHOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS, FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.

PARCEL ID NUMBER: 1220-09-810-031

