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04/29/2009 11:44 AM Deputy: SD
OFFICIAL RECORD
Requested By:
RUTH RUHL

APN No.: 1220-03-201-002

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-0409 PG- 7263 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.: 16771412
MERS No.: 1002246200013124449

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 February, 2008, between Frederick D. Ciccarelli and Kathleen A. Ciccarelli, husband and wife as joint tenants ("Borrower") and U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE2 Mortgage Pass-Through Certificates, Series 2006-HE2 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 January 3rd, 2006, 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 January 9th, 2006, in Book/Liber 0106, Page 02327, Instrument No. 0665216, 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 1345 Elges Avenue, Gardnerville, Nevada 89410.

Loan No.: 16771412

the real property described being set forth as follows:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2B OF PARCEL MAP LDA 00-48 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP FILED FOR RECORD ON SEPTEMBER 4, 2001, IN BOOK 0901, AT PAGE 65, AS DOCUMENT NO. 522014, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

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 February 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 303,750.00, 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 7.500 %, from February 1st, 2008 until January 1st, 2010. Borrower promises to make twenty-four (24) monthly payments of interest only of U.S. \$ 1,898.44, beginning on the 1st day of March, 2008. Borrower will continue making monthly interest only payments on the same day of each succeeding month until February 1st, 2010.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from February 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 interest only beginning on the 1st day of March, 2010, and continuing thereafter on the same day of each succeeding month until February 1st, 2011, which interest only payments will be determined in accordance with the terms of the Note. Thereafter, Borrower promises to make monthly payments of principal and interest beginning on March 1st, 2011. 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 February, 2036, 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.

Loan No.: 16771412

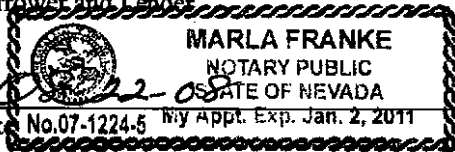
(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(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.

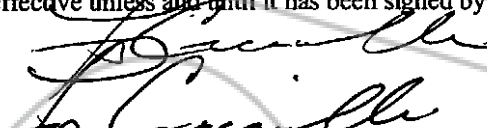
(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(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.

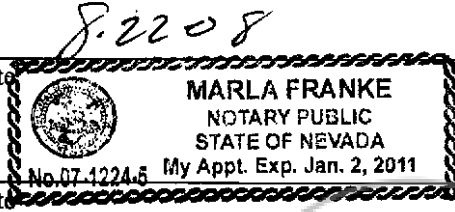


 Date: 8.22.08




 _____ (Seal)

 Frederick D. Ciccarelli -Borrower

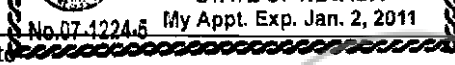


 Date: 8.22.08



 _____ (Seal)

 Kathleen A. Ciccarelli -Borrower



 Date: _____

_____ (Seal)

 -Borrower

Date: _____

_____ (Seal)

 -Borrower

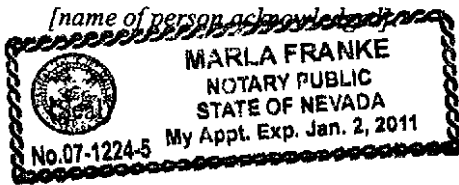
Loan No.: 16771412

BORROWER ACKNOWLEDGMENT

State of Nevada §
County of Douglas §

The foregoing instrument was acknowledged before me
by Frederick D. Ciccarelli and Kathleen A. Ciccarelli

8/22/2009 [date]



[Handwritten Signature]

Marla Franke
Printed/Typed Name: Marla Franke
Notary Public, State of County of Douglas NV
STATE OF NV
My Commission Expires: 01-02-2011

Loan No.: 16771412

JAN 21 2009


-Date

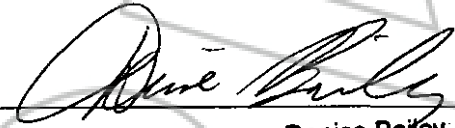
JAN 21 2009

-Date

U.S. Bank National Association, as Trustee
for the GSAMP Trust 2006-HE2 Mortgage -Lender
Pass-Through Certificates, Series 2006-HE2
by: Litton Loan Servicing LP as its attorney-
in-fact

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: 
Printed/Typed Name: JOE CORONA
Its: VICE PRESIDENT

By: 
Printed/Typed Name: Denise Bailey
Assistant Secretary
Its: Assistant Secretary

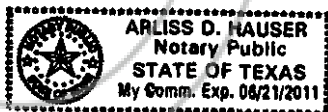
LENDER/MORTGAGEE ACKNOWLEDGMENT

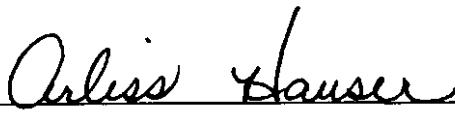
State of Texas §
County of Harris §

The foregoing instrument was acknowledged before me this JAN 21 2009 [date],
by JOE CORONA, VICE PRESIDENT, [name
of officer or agent, title of officer or agent] of U.S. Bank National Association, as Trustee for the GSAMP Trust
2006-HE2 Mortgage Pass-Through Certificates, Series 2006-HE2 by: Litton Loan Servicing LP as its attorney-in-
fact

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

(Seal)




Printed/Typed Name: ARLISS D. HAUSER
Notary Public, State of Texas
My Commission Expires: JUN 21 2011