

DOC # 747548
07/22/2009 11:37AM Deputy: SD
OFFICIAL RECORD
Requested By:
SAFEGUARD PROPERTIES
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: 23.00
BK-709 PG-4880 RPTT: 0.00



----- (Space Above Line For Recording) -----

This multi-state instrument was completed by:

After Recording Return To:
Litton Loan Servicing LP
c/o Safeguard Properties, Inc., Agent,
Eric S. Solowitch, Title Director
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131
216-739-2900

Litton Loan No. 15801921
Investor Loan No: 78257078
Original Loan Amount: \$174,250.00
Modified Loan Amount: \$168,722.31

LOAN MODIFICATION OF DEED OF TRUST AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2nd day of August, 2008, between, Kevin Spraggins and Terri Spraggins, Husband and Wife ("Borrower") and LaSalle Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB7 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated May 17, 2005 and recorded in Document Number 645319 of the Official Records of Douglas County Nevada (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at

**4100 TILE COURT
WELLINGTON, NEVADA 89444
(Property Address)**

The real property described being set forth as follows:

Legal Description Added Hereto & Made A Part Hereof By Reference

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):



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):

Borrower promises to pay the Unpaid Principal, plus interest, to the order of the lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.300% from 07/01/2008 until 06/01/2010. Borrower promises to make twenty three (23) monthly payments of principal and interest of U.S. \$1,194.83 beginning on the 1st day of August, 2008 and continuing thereafter on the same day of each succeeding month until 07/01/2010.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES.

The Note provides for an initial interest rate of 7.300% and an initial P&I monthly payment of \$1,194.83. The Note provides for changes in the adjustable interest rate and the monthly payments as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of June, 2010 and on that day every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date". The Modified Maturity Date is June 1, 2035.

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month preceding the month in which the Change Date occurs is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 6.000 percentage points (6.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%), Subject to the limits stated in Section 4(D) below; this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.300% or less than 7.300%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.300%, which is called the "Maximum Rate." My interest rate will never be less than 7.300%.



(E) Effective Date of Change

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding this notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to purchaser.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



8/14/08
Date

Kevin Spraggins (Seal)
Kevin Spraggins

Date

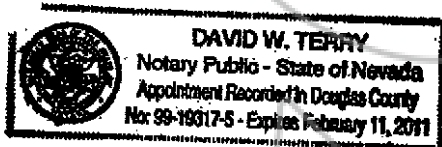
Terri Spraggins (Seal)

STATE OF NEVADA
COUNTY OF DOUGLAS

On 8-14-08 before me David W Terry
Date Notary

Notary Public, personally appeared ~~Kevin Spraggins and Terri Spraggins~~

Pursuant to Nevada Revised Statutes Section 111.240: Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



David W Terry
Signature of Notary Public
My Commission Expires: 2-11-11



LaSalle Bank National Association, Trustee

MAR 03 2009

Name: Yolanda M. Martinez
Title: Asst. V. President
Litton Loan Servicing LP
Attorney-in-Fact

Date

STATE OF Texas
COUNTY OF Harris

On March 3, 2009 before me Tawana Maxwell
Date Notary
personally appeared Yolanda M. Martinez
Signer(s)

+ Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Signature of Notary Public

My Commission Expires:



OPTIONAL INFORMATION

Capacity Claimed By Signer:

Signer(s) Name: _____
Corporate Officer - Title: _____
Signer(s) is Representing: Mortgage Electronic Registration Systems, Inc.



SCHEDULE "A"

PARCEL 2, as set forth on Final Parcel Map #LDA 03-016 for
SHERYL L. RADCLIFF-NEGRETE, filed for record with the
Douglas County Recorder on August 28, 2003 in Book 0803,
Page 15967, as Document No. 0588133, Official Records of
Douglas County, Nevada.



RECEIVED

FILED

Case No. 08-DI-0164

MAY 15 2008

2008 MAY 15 PM 1:55

Dept. I

DOUGLAS COUNTY
DISTRICT COURT CLERK

BARBARA J. GRIFFIN
CLERK

~~B. SHAW~~

BY _____ DEPUTY

BK-709
PG-4886

THIS DOCUMENT CONTAINS NO SOCIAL SECURITY NUMBERS

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

KEVIN SPRAGGINS,

Petitioner,

v.

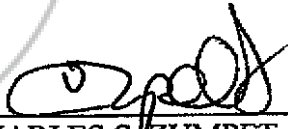
TERRI SPRAGGINS,

Co-Petitioner.

NOTICE OF ENTRY OF ORDER

YOU WILL PLEASE TAKE NOTICE that on May 14, 2008 the Court entered its Decree of Divorce in the above-entitled matter, a copy of which is attached hereto and incorporated herein by this reference.

DATED this 15th day of May, 2008.



CHARLES S. ZUMPFT, ESQ.
Brooke · Shaw · Zumpft
Attorneys for Petitioner

BROOKE · SHAW · ZUMPFT
POST OFFICE BOX 2860
MINDEN, NEVADA 89423
(775) 782-7171

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the law office of Brooke · Shaw · Zumpft and that on the 15 day of May 2008, I served a true and correct copy of the preceding document entitled *Notice of Entry of Order* addressed to:

Terri Spraggins
108 S. California
Yerington, NV 89447

BY U.S. MAIL: I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document at Minden, Nevada, in the ordinary course of business.

BY FACSIMILE: No. _____

BY PERSONAL SERVICE: I personally delivered the above-identified document by hand delivery to the offices of the person named above.

BY MESSENGER SERVICE: I delivered the above-identified document to Reno-Carson Messenger Service for delivery to the address named above.


JO ANNA DE LA CERDA

BROOKE · SHAW · ZUMPF
POST OFFICE BOX 2860
MINDEN, NEVADA 89423
(775) 782-7171

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1. That the parties are granted a final decree of divorce, and the bonds of matrimony now and heretofore existing between them are forever and completely dissolved, and each of the parties hereto are freed and released from all of the responsibilities and obligations thereof and are restored to the status of single, unmarried persons.

2. That Co-Petitioner the name "Spraggins."

3. That the agreements set forth in the parties' Marital Settlement Agreement attached hereto are hereby, ratified, confirmed, adopted and approved by this Court and hereby merged and incorporated into this Decree of Divorce as though set forth fully herein and the parties are hereby ordered to comply with the provisions thereof.

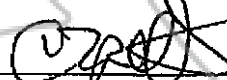
4. The court shall retain jurisdiction to enforce the decree, and hereby terminates its jurisdiction to award alimony or spousal support to either party.

THIS IS A FINAL DECREE.

IT IS SO ORDERED this 14 day of May, 2008.



DISTRICT COURT JUDGE

Prepared and submitted by:



Charles S. Zumpft, Esq.
Brooke · Shaw · Zumpft
Attorneys for Petitioner

Approved as to form and content



Terri Spraggins, in pro per

BROOKE · SHAW · ZUMPF
POST OFFICE BOX 2860
MINDEN, NEVADA 89423
(775) 782-7171



FILED

RECEIVED

MAY 06 2008

DOUGLAS COUNTY
DISTRICT COURT CLERK

2008 MAY 14 AM 11:32

BARBARA J. GRIFFIN
CLERK

BY K. WILFERT DEPUTY

THIS DOCUMENT CONTAINS NO SOCIAL SECURITY NUMBERS

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

KEVIN SPRAGGINS,

Petitioner,

v.

TERRI SPRAGGINS,

Co-Petitioner.

DECREE OF DIVORCE

This case has been submitted to the Court pursuant to Chapter 125 of the Nevada Revised Statutes pursuant to the parties' Joint Petition for Summary Divorce. An Affidavit of Resident Witness having been filed; the requirements of NRS 125.181 of the Nevada Revised Statutes having been met, specifically, that: the parties have satisfied the jurisdictional requirements of NRS 125.020; the parties hereto are incompatible; the parties have executed an agreement setting forth the division of all property and assumption of liabilities and have agreed to execute all documents necessary to effectuate their agreement; the parties have each waived their respective rights to spousal support and have agreed that the court will not retain jurisdiction regarding same; the parties have each waived their respective rights to notice of entry of the decree of divorce, to appeal, to request finding of fact and conclusions of law and to move for a new trial; and the parties have requested that the Court enter a decree of divorce.

The Court having complete jurisdiction as to the subject matter and over the parties to this action, and with good cause appearing therefore

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

BROOKE · SHAW · ZUMPFY
POST OFFICE BOX 2860
MINDEN, NEVADA 89423
(775) 782-7171