



**Recording Requested By And  
After Recording Return To:**

[Redacted]  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
[Redacted]  
[Street Address]  
[Redacted]  
[City, State, Zip]

**Prepared By:**

[Redacted]  
[Redacted]  
[Redacted]

[Space Above This Line For Recording Data]

Loan No.: [Redacted]

MERS No.: [Redacted]

MERS Phone: 1-888-679-6377

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 12th day of February, 2009, between [Redacted], a married man as his sole and separate property ("Borrower"),

and Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, GSAMP Trust 2006-FM3 by: Litton Loan Servicing LP as its attorney-in-fact

and Mortgage Electronic Registration Systems, Inc. ("Lender"),  
amends and supplements (1) the Deed of Trust (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated August 15th, 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) [Redacted] ("Beneficiary"),  
[Redacted], in Book/Liber [Redacted], Page [Redacted],  
Instrument No. [Redacted], Official Records of Humboldt County, California,  
and (2) 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 105 Blue Spruce Drive, Eureka, California 95503



Loan No.: [REDACTED]

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 March 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 505,765.03, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.900%, from March 1st, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,792.98, beginning on the 1st day of April, 2009 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.900% will remain in effect until principal and interest are paid in full. If on September 1st, 2036 (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.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.