Book 2005 Page 1294

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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

..... **[Space Above This Line For Recording Data]**.....

LOAN MODIFICATION AGREEMENT

STATE: **IOWA**
COUNTY: **DELAWARE**

When recorded mail to:

ENV.

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: Alejandro Velazquez

Order No.: 2149663



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

~~AFTE~~ *When recorded mail to:*
First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: Alejandro Velazquez

~~TO:~~

2149663
mod REC SVC

ABN AMRO LOAN **#: 0603612281**
THIS DOCUMENT WAS PREPARED BY: **TEQUILA WILLIAMS**

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the 1ST day of October 2004, between **Randy Brooks and Lori Brooks** ("Borrower") and ABN AMRO Mortgage Group ("Lender"), amends and supplements (1) the Note ("Note") made by **Randy W. Brooks and Lori L. Brooks, husband and wife** dated **August 24, 1998** in the original principal sum of U.S. $39,000.00 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated August 24, 1998 and recorded August 28, 1998 in book 141 page 182 in the Official Records of Delaware County, IA. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located **213 4th Street, Greeley, IA. 52050** the real property being described as follows:

THE PROPERTY AS DESCRIBED IN THE MORTGAGE REFERRED TO HEREIN ABOVE

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.

2. The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of $9,253.21 has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of October 1, 2004, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $46,230.89.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.0%, beginning October 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. $287.29 beginning on the 1st day of November 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2044** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.

4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

   __ 1-4 Family Rider - Assignment of Rents

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]

Modification Agreement
Signature Page 3

Witness By:

Jenny M Immer

Deb Kruger

Randy Brooks
Randy Brooks

9-17-04
DATE

Lori Brooks
Lori Brooks

9-17-04
DATE

State of Iowa
County of Delaware

The foregoing instrument was acknowledged before me on this the 17 day of September, 2004 by RWB + LNB Randy & Lori Brooks residing at 213 4th St Greeley, Iowa 52050 and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (_____) to be the person(s) as stated above and who did/did not take an oath.

Mike Engelken
Notary Public

MIKE ENGELKEN
Commission Number 724864
My Comm. Exp. 10-3-06

LENDER:

Date 2-25-05

ABN AMRO Mortgage Group
By: Vickie Lester
VICKIE LESTER
Its: Vice President

State of Florida
County of Duval

On this 25th day of February, 2005 personally appeared VICKIE LESTER, Vice President of ABN AMRO Mortgage Group, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me.

_____Notary Public

Modification Due on Transfer Rider

VERONICA FRASIER
MY COMMISSION # DD 168046
EXPIRES: February 23, 2007
Bonded Thru Notary Public Underwriters

This Modification Due on Transfer Rider, effective the 1st day of October 2004, is incorporated into an shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Randy Brooks and Lori Brooks** (the "Borrower") and ABN AMRO Mortgage Group, (the "Lender") covering the property described in the Loan Modification Agreement located at: **213 4th Street, Greeley, IA. 52050.**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. 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 the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty 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.

B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

Sept 17, 04
Date

Randy Brooks
Borrower

Sept 17, 04
Date

Lori S Brooks
Borrower

LOT SEVEN (7) OF THE SUBDIVISION OF THE SOUTHWEST QUARTER (S/W 1.4) OF THE NORTHEAST QUARTER (NE ¼) OF Section Twenty Nine (29) township ninety (90) North, Range Four (4), West of the Fifth Principal Meridian, according to plat recorded in Book 1 Plats, Page 126, Delaware County, Iowa.