Book 2008 Page 2575
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Record & Return To:
Mortgage Service Center
4001 Leadenhall Road
Mt. Laurel, NJ 08054
877-766-8244
Prepared By: Christina M Wyatt

ENV.

Investor Number: 340-001-524990727
Loan Number: 0045756681
FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made today **July 7, 2008**, between **LORI L HARBACH, A SINGLE PERSON**, whose address is **20412 254th Street, Delhi, Iowa 52223**, and **Dupaco Community Credit Union** ("Lender"), whose address is **3299 Hillcrest Road, Dubuque, Iowa 52001-3974** amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **December 3, 2007** and recorded **December 19, 2007** in Book or Liber **2007**, at pages(s) **4036**, Assigned to **PHH Mortgage Corporation , Its Successors and /or Assigns**("Lender"), whose address is **3000 Leadenhall Road, Mount Laurel, New Jersey 08054** amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **December 3, 2007** and recorded **December 19, 2007** in Book or Liber **2007**, at pages(s) **4037** of the **Delaware** County records of **Iowa**, and (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 **20412 254th Street, Delhi, Iowa 52223** the real property described being set forth as follows:

(SEE ATTACHED LEGAL) Page 4
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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of **One Hundred Seventy Two Thousand One Hundred Ninety Six Dollars and Nine Cents** (U.S. **$172,196.09**). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **January, 2038**.

Paragraph 1 Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**
In return for a loan that I have received, I promise to pay U.S.
$**172,196.09** (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. **INTEREST**
I will pay interest at a yearly rate of **6.125**%.

Paragraph 3 of the Note is amended and supplemented as follows:

3. **PAYMENTS**
I will make my monthly payments on the 1st day of each month beginning on **September, 2008**. If on, **January, 2038** I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of U.S. $**1,053.57** until my first adjustment effective with my **February 1, 2013** payment.

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

(Witness) (Required)
BY: MC Hinkle
Marc J. Hinkle
Vice President

LORI L HARBACH, A SINGLE PERSON (Borrower)

Nicole Iovine
Asst. Secretary

---------- [Space below This Line for Acknowledgement] ----------

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Iowa
COUNTY OF Delaware

On 7/10/08 before me, Lori L. Harbach Connie Elledge, personally appeared _____, who 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.

WITNESS my hand and official seal.

Connie Elledge
Notary Public Signature
Connie Elledge
Printed Name

CONNIE ELLEDGE
Clerk of District Court-Designee
Delaware County

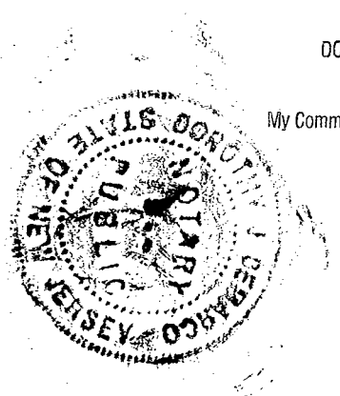
CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON this JUL 23 2008, before me, Dorothy J Demarco a Notary Public in and for said state and county, personally appeared Marc J Hinkle , the Assistant Vice President of **PHH Mortgage Corporation , Its Successors and /or Assigns**, and Nicole Iovine, the Assistant Secretary of **PHH Mortgage Corporation , Its Successors and /or Assigns**, that executed the within instrument, on behalf of **PHH Mortgage Corporation , Its Successors and /or Assigns**, that executed the within herein named, and acknowledged to me that such **PHH Mortgage Corporation , Its Successors and /or Assigns**, that executed the within executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

Notary Public
My Commission Expires:

DOROTHY J. DEMARCO
Notary Public of
Camden County
My Commission Expires Nov. 15, 2012



LEGAL DESCRIPTION
ACCT # 0045756681 – HARBACH

LOT(S) 21 AND 21A OF LAKE VIEW FIRST ADDITION TO DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 42, SUPERSEDED BY PLAT RECORDED IN BOOK 6 PLATS, PAGE 55.

23-88-5

PARCEL I.D. #250230301300

PROPERTY ADDRESS:
20412 254TH STREET
DELHI, IA 52223