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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

GENERAL ACKNOWLEDGEMENT OF MORTGAGE DEBT

(Recorder's Cover Sheet)

Preparer information:

Ann Taylor, Esq.
Bradley Arant Rose & White LLP
1819 5th Avenue North
Birmingham, AL 35203

Taxpayer information:

Kael Younger Brooks
605 East Prospect Street
Manchester, Iowa 52057

Return Document to:

Ann Taylor, Esq.
Bradley Arant Rose & White LLP
1819 5th Avenue North
Birmingham, AL 35203

Grantors:

Kael Younger Brooks

Grantees:

Homecomings Financial

Legal Description is located on page: 8

Document or instrument number of previously recorded documents: Book 2008 Page 3559

GENERAL ACKNOWLEDGEMENT OF MORTGAGE DEBT

Whereas, Mr. Kael Younger Brooks executed a mortgage with Mortgage Electronic Registration Services, as nominee for Hamilton Mortgage Company, Loan No. 0000418811, dated the 19th day of March, 2004 securing the residence located at 605 East Prospect Street Manchester, Iowa 52057 (the "Real Property") and filed in the County Recorder's Office of Delaware County, Iowa at Deed Book 2004, Page 996. Said loan was assigned to JP Morgan Chase Bank, as Trustee f/k/a The Chase Manhattan Bank as Trustee, recorded December 22, 2005 at Deed Book 2005, Page 4469 in the County Recorder's Office of Delaware County, Iowa. (The Bank of New York Trust Company, N.A., is the successor to JP Morgan Chase Bank N.A. as Trustee). The mortgage is being serviced by Homecomings Financial, Account No. 7437756380;

Whereas, on May 17, 2008, the Real Property was properly foreclosed upon by JP Morgan Chase Bank N.A. as Trustee, and a sheriff's deed was issued conveying the property located at 605 East Prospect Street Manchester, Iowa 52057 to The Bank of New York Trust, N.A., as successor to JP Morgan Chase Bank N.A. as Trustee;

Whereas, the undersigned Party, Mr. Kael Younger Brooks hereby is desirous of maintaining his current mortgage debt, Homecomings Financial Account No. 7437756380, securing the property located at 605 East Prospect Street Manchester, Iowa 52057 in full force and effect;

Whereas, the undersigned Party, Mr. Kael Younger Brooks executed a Fixed Rate Loan Modification Agreement on the 26th day of August, 2008, recorded at Deed Book 2008, Page 3559, a copy of which is attached hereto.

Contemporaneously herewith, Homecomings Financial will quit claim the property located at 605 East Prospect Street Manchester, Iowa 52057 to Mr. Kael Younger Brooks;

Now, the mortgage loan number 7437756380 securing the property located at 605 East Prospect Street Manchester, Iowa 52057 shall be and is hereby acknowledged to be in full force and effect with respect to Mr. Kael Younger Brooks as if not foreclosed upon; and

This document is intended to be notice to any and all persons or entities who have placed liens or other encumbrances on the property located at 605 East Prospect Street Manchester, Iowa 52057 subsequent to the foreclosure sale on May 27, 2008 that said liens or other encumbrances are subordinate to Homecomings Financial's lien on said property.

So acknowledged this 3 day of DECEMBER, 2008.

Kael Younger Brooks, Borrower

(Witness)

(Witness)

Subscribed and sworn to before me this 3 day of December, 2008.

Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/2010

REBECCA SCHNEITER
COMMISSION NUMBER 750500
MY COMMISSION EXPIRES
12/28/2010

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Date 11/20/2008 Time 10:04:21AM
Rec Amt $32.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EW Returned ew
To: Kari McBride CP
Bradley law
1819-5th Ave N
Birmingham, AL 35203

Record & Return to:
Homecomings Financial, LLC
Attention: Loss Mitigation Department
3451 Hammond Avenue
Waterloo, IA 50702

[Space Above This Line For Recorder's Use]

7437756380

FIXED RATE LOAN MODIFICATION AGREEMENT

September 6, 2008
6380

This Loan Modification Agreement ("Agreement"), made this 1st day of September 2008, ("Effective Date") between KAEL YOUNGER BROOKS ("Borrower") and Homecomings Financial, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated March 19, 2004, in the original principal amount of Sixty Seven Thousand Two Hundred Dollars And No Cents($67,200.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and recorded on March 30, 2004 Book 2004 at page(s) 996 of the real property records of DELAWARE County, Iowa. Said Security Instrument, covers the real and if applicable personal property described in such Security Instrument, (the "Property") located at 605 EAST PROSPECT STREET, MANCHESTER IA, 52057 which real property is more particularly described as follows:

See attached legal description. (See page 6 attached).

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and

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secured by the Security Instrument (the "Principal Balance") is Seventy Three Thousand Four Hundred Thirty Five Dollars And Twenty Four Cents ($73,435.24). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amounts(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 7.2500% per year from the Effective Date.

3. Borrower promises to make monthly principal and interest payments of $526.52, beginning on October 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2034 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Lender reserves the right to charge Borrower a late charge. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it 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, 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "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 transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security instrument shall continue in full force

and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Witness
Signature Linda Roe
Print Linda Roe
Signature Katie Hiatt Braasch
Print Katie Hiatt Braasch

KAEL YOUNGER BROOKS - 6380
Borrower

BORROWER ACKNOWLEDGMENT

State of Iowa }
} ss
County of DELAWARE }

On 8-26th-08 before me Rebecca Schneiter, personally appeared KAEL YOUNGER BROOKS, 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.

Witness my hand and official seal.

NOTARIAL SEAL IOWA
REBECCA SCHNEITER
COMMISSION NUMBER 750500
MY COMMISSION EXPIRES
12/28/2010

Notary Public
My Commission Expires: 12/28/2010

Homecomings Financial, LLC

By Kristi M Caya

Kristi M. Caya
Limited Signing Officer

LENDER ACKNOWLEDGMENT

State of IOWA
County of BLACK HAWK

On the 5 day of Sept, 20 08, the undersigned, a Notary Public in and for said county and state, personally appeared KRISTI M CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of Homecomings Financial, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Renee Carpenter
Notary Public

My Commission Expires: _____

RENEE CARPENTER
Iowa Notarial Seal
Commission Number: 752347
My Commission Expires: 04/17/2011

Legal Description

That part of Lot Five (5) of the Subdivision of the Southwest Quarter (SW1/4) and the South one-half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to Plat recorded on Book A Plats, Page 4, described as commencing at a point on the South line of Prospect Street in Manchester, Iowa, a distance of one hundred twenty (120) feet East of the intersection of the South line of Prospect Street with the East line of East Street, now Anderson Street, and running thence South ninety (90) feet, thence East one hundred twenty (120) feet, thence North ninety (90) feet, thence West one hundred twenty (120) feet to the point of beginning. Situated in Delaware County, Iowa.