Book 2009 Page 2436

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This Document Prepared by:
SARAH GREGGERSON
NATIONAL CITY MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342

0004902462

Document Type: **Loan Modification Agreement**

Assignor: **REBECCA K THOMAS**

121-15

Assignee: **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

REFERENCE NUMBER (S) OF DOCUMENTS RELEASED/ASSIGNED/MODIFIED:
RECORDED:_____ INSTRUMENT: _____ BOOK: 2006 PAGE: 3854

Legal description on page: 8
Tax id#: **000140170300500**

MAIL TAX STATEMENTS TO:

Company name: **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

Address: **3232 NEWMARK DRIVE, MIAMISBURG, OHIO 45342**

When recorded mail to:

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

TS

State: **IOWA**
County: **DELEWARE**
Order No.: 4998051

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When recorded mail to: **MPG**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 4998051
Attn: National Recordings 1120

Parcel No. 000140170300500

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Original Recorded Date: OCTOBER 30, 2006 **Loan No. 0004902462**

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **APRIL, 2009** , between **REBECCA K THOMAS**

("Borrower") and **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK** ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **SEPTEMBER 7, 2006** and recorded in **Book or Liber 2006, at page(s) 3854, Instrument No. N/A** , of the **Official** Records of (Name of Records)
DELEWARE COUNTY, IOWA , and (2) the Note bearing the same date as, and (County and State, or other jurisdiction)
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

17811 189TH ST, MANCHESTER, IOWA 52057 ,
(Property Address)

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 **APRIL 1, 2009** , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ **106,560.05** 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 for the first year at the yearly rate of **5.250000** % from **APRIL 1, 2009** , and Borrower promises to pay monthly payments of principal and interest in the amount of $ **531.59** beginning on the **1ST** day of **MAY, 2009** . During the second year, interest will be charged at the yearly rate of **6.250000** % from **APRIL 1, 2010** , and Borrower shall pay monthly payments of principal and interest in the amount of $ **608.51** beginning on the **1ST** day of **MAY, 2010** . During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **7.250000** %, from **APRIL 1, 2011** , and Borrower shall pay monthly payments of principal and interest in the amount of $ **687.92** beginning on the **1ST** day of **MAY, 2011** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2049** , (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.

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, 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 date specified 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.

5. Borrower understands and agrees that:

   (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

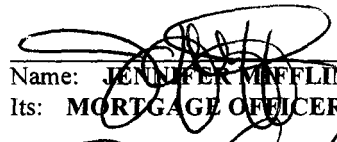
   (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

   (c) 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.

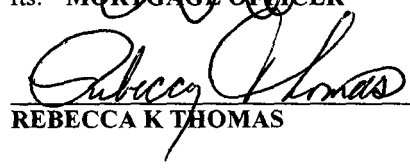
   (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

   (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK



_____ (Seal)
Name: JENNIFER MAFFLIN - Lender
Its: MORTGAGE OFFICER



_____ (Seal)
REBECCA K THOMAS - Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

[Space Below This Line for Acknowledgments] 0004902462

STATE OF Iowa COUNTY OF Delaware

The foregoing instrument was acknowledged before me this May 15 2009 by REBECCA K THOMAS

Signature of Person Taking Acknowledgment Linda M Burkle

LINDA M. BURKLE
Commission Number 172325
My Commission Expires
12-14-2011

Printed Name Linda M Burkle

Title or Rank Notary

Serial Number, if any 172325

LENDER ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this MAY 18, 2009 by JENNIFER MIFFLIN, the MORTGAGE OFFICER of MERS, a Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment Lisa M. Donahue

Printed Name Lisa M. Donahue

Title or Rank Notary Public

Serial Number, if any

NOTARY PUBLIC STATE OF OHIO

LISA M. DONAHUE, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 9, 2012

EXHIBIT A

BORROWER(S): REBECCA K THOMAS

LOAN NUMBER: 0004902462

LEGAL DESCRIPTION:

ALSO KNOWN AS: 17811 189TH ST, MANCHESTER, IOWA 52057

Legal Description
NCMC Loan No. 0004902462
Thomas

THE FOLLOWING DESCRIBED REAL ESTATE IN DELAWARE COUNTY, IOWA:

LOT SEVEN (7) OF STEELY'S HOME SITE SUBDIVISION IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M. IN DELAWARE COUNTY, IOWA.

Parcel/Tax I.D. #: 1401700500

Commonly known as: 17811 189th Street, Manchester, IA 52057

THOMAS
40739012 IA
FIRST AMERICAN ELS
MODIFICATION AGREEMENT