Book 2009 Page 2925
Document 2009 2925 Type 04 008 Pages 7
Date 7/24/2009 Time 3:25:56PM
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Type of Document:

LOAN MODIFICATION AGREEMENT:

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

5288961

128-356

Preparer Information: **SALVATORE GERTK**
CITIMORTGAGE, INC
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368-2240
(714) 800-4535

Taxpayer Information: **3135 ROCKVILLE RD.**
HOPKINTON, IA 52237

Grantor(s): **CHRIS J WERNER AND ARLENE R WERNER**
3135 ROCKVILLE RD
HOPKINTON, IA 52237

Grantee(s): **CITIMORTGAGE, INC**
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368-2240

Legal Description: **See Exhibit "A" Page 7** **PARCEL 210150000810**

~~When Recorded Return To:~~
CitiMortgage, Inc.
Attn: Loss Mitigation Department #420
1000 Technology Dr.
O'Fallon, MO 63368

Loan # 637090670

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

4098457

This Loan Modification Agreement ("Agreement"), made 02/18/09, between CHRIS J WERNER **and** Arlene R. Werner. Married ("Borrower") residing at PO BOX 935 ELKADER IA, 52043-0935 and CitiMortgage, Inc. Successor by Merger to ABN AMRO Mortgage Group, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 01/26/04 and recorded on 02/09/04, Document number na, Book number 2004, Page 388 in the Official Records of DELAWARE County, 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 3135 ROCKVILLE RD, HOPKINTON IA, 52237, the real property described as being set forth as follows:

* APN/PID # 210150000810 *

(SEE ATTACHED LEGAL DESCRIPTION)

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 02/18/09, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $ **149,754.37.** The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of $4,131.88, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 480 months. When payments resume on 03/01/09, the New Unpaid Principal Balance will be $ **153,886.25.**

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% effective 02/01/09 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. $ 729.34 (which does not include and amounts required for Insurance and/or Taxes) beginning on 03/01/09 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 02/01/49 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option , the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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; and,

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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 the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

2/22/9 — Chris J Werner
Date — Borrower - CHRIS J WERNER

2·22·09 — Arlene R. Werner
Date — Borrower - Arlene R. Werner

Date — Borrower -

Date — Borrower -

CitiMortgage, Inc. Successor by Merger to ABN AMRO Mortgage Group, Inc.

By: Timothy J Paul
Date — Lender - **Timothy J. Paul**
Vice President

CITIMORTGAGE, INC. CORPORATE SEAL NEW YORK

Prepared by: CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240
Salvatore Gertk

——————[Space Below This Line for Acknowledgments]——————

State of IOWA)
)SS
County of DUBUQUE)

On this 22nd day of February, 2009, before me personally appeared Chris J. Werner, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/XXXXXXXX executed the same as HIS/XXXXXXXXX free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public Karla Kluesner
Karla Kluesner
My Commission Expires: 01/14/ 2012

NOTARIAL SEAL IOWA
KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/2012

* *

State of IOWA)
) SS
County of DUBUQUE)

On this 22nd day of February, 2009, before me personally appeared Arlene R. Werner to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that XX/SHEXXXXXX executed the same as XXX/HER/XXXXXfree act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public Karla Kluesner
Karla Kluesner
My Commission Expires: 01/14/2012

NOTARIAL SEAL IOWA
KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/2012

STATE OF **Missouri**
COUNTY OF **St. Charles**

On June 5th 2009 before me, Lee Kee Robinson SR, a Notary Public in and for said County and State, personally appeared **Timothy J. Paul, Vice President** of **CitiMortgage, Inc** known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this Loan Modification instrument that acknowledge 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:

Lee Kee Robinson SR
Notary Signature

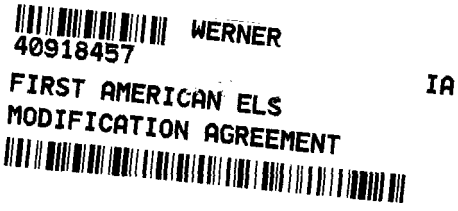
NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LEE KEE ROBINSON, SR.
My Commission Expires
May 20, 2013
St. Louis County
Commission #09462618
Notary Name (Typed or Printed)

LEGAL DISCRIPTION

Parcel number: 210150000810

Parcel B, Part Of The SE 1/4 - SW 1/4 Sec. 15, T88N, R3W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded In Book 2003, Page 1636



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