Recorded: 9/8/2011 at 8:59:37.0 AM
Fee Amount: $47.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2011 PG: 2818

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
TUYET TRAN
legal description is located on page 9 (last page)
Parcel ID Number:

_____ [Space Above This Line For Recording Data] _____

Original Recording Date: **December 01, 2005** Loan No: **0032298614**
Original Loan Amount: **$108,000.00** MIN Number: **1000200 00322986146**

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10th** day of **August, 2011**, between **MICHAEL J LEE AND JODI A LEE, HUSBAND AND WIFE** ("Borrower") and **PHH MORTGAGE CORPORATION FKA PHH MORTGAGE SERVICES** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **November 25, 2005** and recorded in **Book/Liber 2005, Page 4272, Instrument No: 2005-4272,** of the **Official Records (Name of Records) of DELAWARE County, IA (County and State, or other Jurisdiction)** 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

1603 300TH STREET, RYAN, IA 52330,
(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 **September 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$104,069.31**, 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 three years at the yearly rate of **2.000%** from **September 01, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **$451.63** beginning on the **1st** day of **October, 2011**. During the fourth year, interest will be charged at the yearly rate of **3.000%** from **September 01, 2014**, and Borrower shall pay monthly payments of principal and interest in the amount of **$497.68** beginning on the **1st** day of **October, 2014**. During the fifth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.375%** from **September 01, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of **$562.42** beginning on the **1st** day of **October, 2015** and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2035** (the "Maturity Date"), Borrower still owes amounts under the Note and the 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.

(f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

In Witness Whereof, the Lender and I have executed this Agreement.

_____ (Seal)
MICHAEL J LEE -Borrower

_____ (Seal)
JODI A LEE -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Iowa

County of Delaware

This instrument was acknowledged before me on August 17 2011
by Michael J. Lee & Jodi A. Lee

Laura A. Fuller
Signature of Notarial Officer

Title and Rank

NOTARIAL SEAL IOWA

LAURA A. FULLER
Commission Number 729115
My Commission Expires
6/23/13

PHH MORTGAGE CORPORATION FKA PHH MORTGAGE SERVICES

By: _____ (Seal)
-Lender

Name: **Andrea Kanopka**
Title: **Assistant Vice President**

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On Aug 31, 2011, before me,
Florence L Gedling, a notary Public In And For said State,
personally appeared
Andrea Kanopka, Asst. V.P.

of the Corporation, personally known To Me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Florence L Gedling
Notary Public

Notary Public
Notary Public of New Jersey
My Commission expires: 6/25/2012

FLORENCE L. GEDLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2012

Mortgage Electronic Registration Systems, Inc., Nominee for Lender
Andrea Kanopka
Title: Assistant Vice President

[Space Below This Line For Acknowledgments]

State of NJ

County of Burlington

This instrument was acknowledged before me on Aug 31, 2011
by Andrea Kanopka, the Asst. V.P. of Mortgage Electronic Registration Systems, Inc.

Florence L. Gebling
Signature of Notarial Officer

Notary Public
Title and Rank

FLORENCE L. GEBLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2012

Exhibit "A"

Loan Number: **0032298614**
Property Address: **1603 300TH STREET, RYAN, IA 52330**

Legal Description:

SEE ATTACHED EXHIBIT "A"

LOAN# 0032298614 EXHIBIT A

That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Eighty Seven (87) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at the Southwest corner of said Section Seven (7) and running thence North 89° 44' 30" East fifty (50.0) feet, thence North thirty three and one-tenth (33.1) feet to the point of beginning, thence North 89° 44' 30" East one hundred four and eight-tenths (104.8) feet, thence North 38° 55' 30" East one hundred eleven (111.0) feet, thence North 9° 11' West three hundred forty seven and two-tenths (347.2) feet, thence North 10° 57' West three hundred fifty and five-tenths (350.5) feet, thence North 9° 21' 30" West three hundred twenty two and eight-tenths (322.8) feet, thence South one thousand ninety two and three-tenths (1092.3) feet to the point of beginning; also a part of the right-of-way of former Primary Road No. 13 abandoned by the Iowa Department of Transportation and more particularly described as follows: A parcel of land located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M., bounded on the East by the Easterly right-of-way line of Former Primary Road No. 13; on the South by a line forty (40) feet normally distant Northerly from and parallel to the South line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4); on the West by the West line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4); and on the North by a line beginning at a point one thousand four hundred fifty seven and nine-tenths (1457.9) feet South of the Northwest corner of the Southwest Quarter (SW 1/4) of said Section Seven (7), on the West line thereof, thence South 32° 04 1/2' East ninety four and two-tenths (94.2) feet to a point on said Easterly right-of-way line. The West line of the Southwest Quarter (SW 1/4) of said Section Seven (7) is assumed to bear North and South.