✓Recorded: 11/2/2011 at 8:15:08.0 AM
Fee Amount: $57.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2011 PG: 3514

CH6 E-Sub mr

Prepared By: Angie Ebensberger
Nationwide Advantage Mortgage Company
1100 Locust Street, Dept.2009
Des Moines, IA 50391
515-508-7844

~~Return To:~~
~~Nationwide Advantage Mortgage Company~~
~~1100 Locust Street, Dept.2009~~
~~Des Moines, IA 50391~~

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
77359128

Parcel ID Number: 000630292001400 D011-071718
Full Legal Description located on page 1. 11

2134 **LOAN MODIFICATION AGREEMENT**
(Providing for Fixed Interest Rate)

Loan Number: 1848534 FHA Case Number: 1612070167703

This Loan Modification Agreement ("Agreement"), made this 3rd day of October, 2011 between
ERIN REMPE

("Borrower") and
Nationwide Advantage Mortgage Company

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 17, 2003 and recorded in the

11-5-03
Book 2003
Pg 5278
$54,960.00

DELAWARE COUNTY, IA
[Name of Records]
Records of

DELAWARE COUNTY, IA
[County and State, or other Jurisdiction]

in Book or Liber: 2003 at Page (s): 5278

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

1007 NEW ST
MANCHESTER, IA 52057

[Property Address]

the real property described being set forth as follows:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT'A'

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 October 3, 2011 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 55,443.61 , 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 4.500 % from October 1, 2011 .

   Borrower promises to make monthly payments of principal and interest in the amount of U.S. $ 280.92 , beginning on the 1st day of November, 2011 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

   The yearly rate of 4.500 % will remain in effect until principal and interest is paid in full.

   If on October 1, 2041 (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.

6. FUNDS FOR ESCROW ITEMS. The original Note and Security Instrument do not include the standard Fannie Mae and Freddie Mac escrow account provisions and must be modified to incorporate these escrow account provisions. The required escrow account provisions are contained in the attached Funds for Escrow Items Provisions Exhibit and are expressly incorporated by reference into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

ERIN REMPE _____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Iowa
County of DELAWARE
This instrument was acknowledged before me on 10-20-2011 by

Erin Rempe

My commission expires: 9/1/13

Abigail M Spiegel
Notary Public

ABIGAIL M. SPIEGEL
Commission Number 730317
My Comm. Exp. 9/1/13

ADDITIONAL BORROWER SIGNATURES ON NEXT PAGE.

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Iowa
County of DELAWARE
This instrument was acknowledged before me on by

My commission expires:

_____
Notary Public

Nationwide Advantage Mortgage Company (Seal)
-Lender

By: _____
Lisa A. Nicholson
Associate Vice President

LENDER ACKNOWLEDGMENT

State of Iowa
County of Polk
This instrument was acknowledged before me on 10-26-11 by
Lisa A. Nicholson , Associate Vice President
as attorney-in-fact for
Nationwide Advantage Mortgage Company

NOTARIAL SEAL IOWA
JENNIFER J. MOULTON
COMMISSION NO. 712137
MY COMMISSION EXPIRES
8/22/13

_____

Funds for Escrow Items Provisions Exhibit to Loan Modification Agreement

Investor Loan #: 1848534
Loan Number:
Borrower ("I"):
ERIN REMPE

Lender or Servicer ("Lender"):
Nationwide Advantage Mortgage Company

Modification Effective Date:

The terms of the Loan Modification Agreement between Borrower and Lender provides that as of the Modification Effective Date the provisions contained in this **Funds for Escrow Items Provisions Exhibit** are incorporated into and intended to form a part of the Loan Modification Agreement within Section 6.

6. FUNDS FOR ESCROW ITEMS. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

(c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 6. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing.

In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 6.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

EXHIBIT A

Legal Description of Property

LOTS 29 AND 30, BLOCK 4, SUNNYSIDE ADDITION TO MANCHESTER, IOWA

