Recorded: 6/3/2014 at 9:23:00.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 1282

This Document Prepared By:
BARBARA L. HANSON
NATIONWIDE ADVANTAGE MORTGAGE COMPANY
1100 LOCUST STREET
DES MOINES, IA 50391
(800) 356-3442

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 000610000405900
_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: $45,781.00
Unpaid Principal Amount: $40,938.19
New Principal Amount $40,938.19
New Money (Cap): $0.00
FHA\VA Case No.:161-2322946-703
Loan No: 3020130

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **APRIL, 2014**, between **CECILIA J LAHR A SINGLE WOMAN** ("Borrower") whose address is **208 HELEN ST NE, HOPKINTON, IOWA 52237** and **NATIONWIDE ADVANTAGE MORTGAGE COMPANY** ("Lender"), whose address is **1100 LOCUST STREET, DES MOINES, IA 50391**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MARCH 28, 2008** and recorded on **APRIL 3, 2008** in **INSTRUMENT NO. 2008-1019 BOOK 2008 PAGE 1019**, of 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

208 HELEN ST NE, HOPKINTON, IOWA 52237
(Property Address)
the real property described being set forth as follows:

LOT FORTY FOUR (44) OF J.T. WILLIAMSON'S ADDITION TO HOPKINTON, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 19 L.D., PAGE 274, SUBJECT, NEVERTHELESS, TO ALL COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF RECORD.

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, **MAY 1, 2014**, the amount payable under the Note and the Security Instrument(the "Unpaid Principal Balance") is U.S. **$40,938.19**, 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 at the yearly rate of **4.3750%**, from **MAY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **$ 204.40**, beginning on the **1ST** day of **JUNE, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full. If on **MAY 1, 2044** (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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, the Lender has executed this Agreement.

NATIONWIDE ADVANTAGE MORTGAGE COMPANY

5-8-14

By **Lisa A Nicholson** (print name) Date
Assistant Vice President (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF POLK

Before me, the undersigned, a Notary Public, in and for said County and State, this 8th day of MAY, 2014 personally appeared **LISA A NICHOLSON**, the **ASSISTANT VICE PRESIDENT** of **NATIONWIDE ADVANTAGE MORTGAGE COMPANY**, a Iowa Corp., and acknowledged the execution of the foregoing instrument

Notary Public

NOTARIAL SEAL IOWA
LINDA HUESER
COMMISSION NO. 196683
MY COMMISSION EXPIRES
5/28/14

Printed Name: LINDA HUESER

My commission expires: 5/28/14

In Witness Whereof, I have executed this Agreement.

Cecilia J Lahr (Seal)
Borrower
CECILIA J LAHR

5/6/14
Date

_____ (Seal)
Borrower

_____
Date

_____ (Seal)
Borrower

_____
Date

_____ (Seal)
Borrower

_____
Date

_____ (Seal)
Borrower

_____
Date

_____ (Seal)
Borrower

_____
Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Delaware

On this 6 day of May, 20 14, before me personally appeared **CECILIA J LAHR** to me personally known, to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Susan Dumbaugh
Notary Public

Printed Name: Susan Dumbaugh
(Seal, if any)
My Commission expires:
11/20/15

SUSAN DUMBAUGH
Commission Number 778809
My Commission Expires
November 20, 2015

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **NATIONWIDE ADVANTAGE MORTGAGE COMPANY** (the "Lender") and **CECILIA J LAHR A SINGLE WOMAN** (the "Borrower") dated **APRIL 22, 2014** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy

(BORROWER MUST INITIAL HERE) CL

Signed this 6th day of May, 2014.

Lender

By: AVP Default Manager
Name: Lisa A Nicholson

Borrower

Cecilia J. Lahr
CECILIA J LAHR