EW
JP Morgan Chase
700 Kansas Lane
Monroe LA 71203

Book 2014 Page 1381

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Recording Requested By/Return To:

Ashley Griffiths
Vice President

JPMORGAN CHASE BANK, N.A.
MHA DEPARTMENT
780 KANSAS LANE
2ND FLOOR, LA4-3125
MONROE, LA 71203

This Instrument Prepared By:

Ashley Griffiths
Vice President

JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009
(800) 848-9380

Parcel Identification Number:
00550000205400

See Legal Description on Page 2

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FHA HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)

FHA Case Number 703 161-3152408
Loan Number 1465528879

Borrower ("I"):[1] **MARVIN A NEFZGER**
Lender or Servicer ("Lender"/"Mortgagee"): **JPMORGAN CHASE BANK, N.A.**
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **JULY 05, 2012**
Loan Number: **1465528879**
Property Address ("Property"): **122 MARY ST, EARLVILLE, IOWA 52041**

LEGAL DESCRIPTION:
THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF DELAWARE, CITY OF EARLVILLE AND STATE OF IOWA, DESCRIBED AS FOLLOWS: THE NORTH SIXTY FOUR (64) FEET OF THE EAST ONE HUNDRED SIXTEEN (116) FEET OF LOT THREE (3) OF EARL'S NORTH ADDITION TO NOTTINGHAM, NOW EARLVILLE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 10 L.D., PAGE 409 PARCEL ID: 00550000205400

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED JULY 25, 2012 BOOK 2012 PAGE 2418
Tax Parcel No: 00550000205400

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If my representations in Section 1 continue to be true in all material respects, then this FHA Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that my Mortgage and Note are governed under the applicable laws and regulations of the Federal Housing Administration ("FHA"), and this Modification Agreement is further subject to my compliance with the requirements of FHA under this modification program (the "Program") as announced from time to time.

I understand that after I sign and return two copies of this Agreement to the Lender/Mortgagee, the Lender/Mortgagee will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied and the Lender/Mortgagee has executed a counterpart of this Agreement.

1. **My Representations**. I certify, represent to Lender/Mortgagee and agree:

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[1] If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
B. I live in the Property as my principal residence, and the Property has not been condemned;
C. There has been no change in the ownership of the Property since I signed the Loan Documents;
D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Program);
E. Under penalty of perjury, all documents and information I have provided to Lender/Mortgagee in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
F. If Lender/Mortgagee requires me to obtain credit counseling in connection with the Program, I will do so; and
G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

A. TIME IS OF THE ESSENCE under this Agreement. This means I must make all payments on or before the days that they are due;
B. If prior to the Modification Effective Date as set forth in Section 3 the Lender/Mortgagee determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender/Mortgagee will have all of the rights and remedies provided by the Loan Documents; and
C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender/Mortgagee a copy of this Agreement signed by the Lender/Mortgagee, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender/Mortgagee will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
D. I understand and agree that if I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, I am voluntarily entering into this modification for the benefits to be obtained thereby and not as a reaffirmation of the debt evidenced by the Note, and I further understand and agree, and the Lender/Mortgagee, by its execution of this Agreement also agrees, that nothing contained herein is intended to impose personal liability for the Loan in violation of such discharge.

3. **The Modification**. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **JUNE 01, 2014** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand



that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on **JUNE 01, 2014**.

A. The new Maturity Date will be: **MAY 01, 2044**.

B. The modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender/Mortgagee but not previously credited to my Loan. The new principal balance of my Note will be **$109,255.66** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of **3.750%** will begin to accrue on the New Principal Balance as of **MAY 01, 2014** and the first new monthly payment on the New Principal Balance will be due on **JUNE 01, 2014**. My payment schedule for the modified loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1 - 30	3.750%	05/01/2014	$505.98	$347.45 May adjust periodically	$853.43 May adjust periodically	06/01/2014	360

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment

schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements**. I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender/Mortgagee has waived this requirement in writing.
B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender/Mortgagee.
C. To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of FHA in connection with the Program, and the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
D. If under applicable law, a servicer may not establish an escrow account for the subject mortgage loan.
E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms.
F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender/Mortgagee and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's/Mortgagee's prior written consent, Lender/Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender/Mortgagee shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender/Mortgagee exercises this option, Lender/Mortgagee shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender/Mortgagee may invoke any remedies permitted by the Mortgage without further notice or demand on me.

H. That, as of the Modification Effective Date, I understand that the Lender/Mortgagee will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

J. That, I will cooperate fully with Lender/Mortgagee in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's/Mortgagee's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender/Mortgagee does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.

L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender/Mortgagee and Lender's/Mortgagee's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender/Mortgagee including, but not limited to, releasing and canceling the mortgage loan.

M. That Lender/Mortgagee will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender/Mortgagee to (a) the U.S. Department of the Treasury, (b) Fannie



Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's/Mortgagee's request to execute, acknowledge, initial and deliver to the Lender/Mortgagee any documentation the Lender/Mortgagee deems necessary. If the original promissory note is replaced, the Lender/Mortgagee hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender/Mortgagee requests of me under this Section 4. N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's/Mortgagee's written request for such replacement. This Agreement may be executed in multiple counterparts.

O. That, if I am in bankruptcy upon execution of this document, I will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. I understand that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.

P. If I receive a separate notice from Lender/Mortgagee that I am required to attend additional debt management counseling, I agree to promptly attend such counseling and provide evidence of attendance to Lender/Mortgagee upon request.

Q. I acknowledge and agree that if the Lender/Mortgagee executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number **1465528879**

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And MARVIN A NEFZGER, LOAN NUMBER 1465528879 WITH A MODIFICATION EFFECTIVE DATE OF June 01, 2014

In Witness Whereof, the Borrower(s) have executed this agreement.

Borrower - **MARVIN A NEFZGER** Date: 5/2/14

State of **IOWA**
(County) of Delaware

This instrument was acknowledged before me on 5-2-14.
by **MARVIN A NEFZGER**.

(signature of notarial officer)

[SEAL]

Title (and Rank)

My Commission Expires: 1-19-2016

Commission Number 177512
My Commission Expires
1-19-16

Loan Number **1465528879**

TO BE SIGNED BY LENDER/MORTGAGEE ONLY

LENDER/MORTGAGEE SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And MARVIN A NEFZGER, LOAN NUMBER 1465528879 WITH A MODIFICATION EFFECTIVE DATE OF June 01, 2014

In Witness Whereof, the Lender/Mortgagee has executed this Agreement.

Lender/Mortgagee

JPMORGAN CHASE BANK, N.A.

By: Lydia Fiorino

Printed Name: Lydia Fiorino
Vice President

Date: 6-6-14

Loan Number 1465528879

State of MICHIGAN
County of OAKLAND

Acknowledged by Lydia Fiorino, Vice President of JPMORGAN CHASE BANK, N.A., a national banking association before me on the 6 day of June, 2014

Signature _____

Printed name Elizabeth Bash

Notary public, State of MICHIGAN, County of OAKLAND

My commission expires May 9, 2020

Acting in the County of OAKLAND

ELIZABETH BASH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires 5/9/2020
Acting in the County of Oakland