Book 2014 Page 2465

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This Document Prepared By:
SARAH HILLARD
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When recorded mail to: #:8316911
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: VALENTINE - PROPERTY REPORT

Legal Description on page 7.

Tax/Parcel No. 000410060001420

[Space Above This Line for Recording Data]

Original Principal Amount: $112,978.00
Unpaid Principal Amount: $105,878.86
New Principal Amount $105,878.86
New Money (Cap): $0.00

FHA\VA Case No.:
MERS Min: 100331100007899905
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **FEBRUARY, 2014**, between **JOSHUA R VALENTINE, UNMARRIED** ("Borrower") whose address is **2859 285TH AVE, HOPKINTON, IOWA 52237** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as a nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS,amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JANUARY 14, 2011** and recorded on **JANUARY 25, 2011** in **BOOK 2011 PAGE 311**, 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

2859 285TH AVE, HOPKINTON, IOWA 52237
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **FEBRUARY 1, 2014**, the amount payable under the Note and the Security Instrument(the "Unpaid Principal Balance") is U.S. **$105,878.86**, 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 **4.0000%**, from **FEBRUARY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. $ **505.48**, beginning on the **1ST** day of **MARCH, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **FEBRUARY 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.

U.S. BANK N.A.

By **Jennifer Mattingly** (print name)
Mortgage Document Officer (title)

4/7/14
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/7/14 by **JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a National Banking Association on behalf of said national association.

Frances Aull
Notary Public

Printed Name: Frances Aull
My commission expires: 6/4/17

OFFICIAL SEAL
FRANCES AULL
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires June 4, 2017
ID # 489945

Mortgage Electronic Registration Systems, Inc. Mortgagee

By _____
Jennifer Mattingly
Assistant Secretary

4/7/14
Date

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/7/14 by **Jennifer Mattingly**, the **Assistant Secretary** of Mortgage Electronics Registrations Systems, Inc., a Delaware Corporation, on behalf of said entity.

Frances Aull
Notary Public

Printed Name: frances Aull

My commission expires: 6/4/17

THIS DOCUMENT WAS PREPARED BY:
SARAH HILLARD
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301

OFFICIAL SEAL
FRANCES AULL
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires June 4, 2017
ID # 489945

In Witness Whereof, I have executed this Agreement.

_____ (Seal)	_____ (Seal)
Borrower	Borrower
JOSHUA R VALENTINE	
2-24-14	
Date	Date
_____ (Seal)	_____ (Seal)
Borrower	Borrower
_____	_____
Date	Date
_____ (Seal)	_____ (Seal)
Borrower	Borrower
_____	_____
Date	Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Jones

On this 24 day of February, 20 14, before me personally appeared **JOSHUA R VALENTINE** 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.

_____
Notary Public

Printed Name: David J Postel
(Seal, if any)
My Commission expires:
4-28-17

DAVID J. POSTEL
Commission Number 169292
My Commission Expires

EXHIBIT A

BORROWER(S): JOSHUA R VALENTINE, UNMARRIED

LOAN NUMBER: 9902536210

LEGAL DESCRIPTION:

THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE THREE (3), WEST OF THE FIFTH P.M., PLAT RECORDED IN BOOK 8 PAGE 56 ALSO PARCEL D OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), SECTION SIX (6), TOWNSHIP EIGHTY-SEVEN NORTH (T87N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 8 PLATS, PAGE 65.

ALSO KNOWN AS: 2859 285TH AVE, HOPKINTON, IOWA 52237

EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by **JOSHUA R VALENTINE, UNMARRIED** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR RESIDENTIAL MORTGAGE NETWORK, INC.** for **$112,978.00** and interest, dated **JANUARY 14, 2011** and recorded on **JANUARY 25, 2011** in **BOOK 2011 PAGE 311**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR RESIDENTIAL MORTGAGE NETWORK, INC.** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **FEBRUARY 18, 2014** and recorded on in **INSTRUMENT NO. TO BE RECORDED CONCURRENTLY BOOK** _____ **PAGE** _____.