Recorded: 4/15/2015 at 10:23:14.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 874

Legal Description on Page 6

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
Michael Pancoast, Specialist
1-877-766-8244

Parcel ID Number: 000570000309020

_____ [Space Above This Line For Recording Data] _____

Original Recording Date: **October 19, 2007** Loan No:**2019698170**
Original Loan Amount: **$115,710.00** FHA/VA Case Number **161-2284145-703**
Original Lender Name: **HSBC MORTGAGE CORPORATION (USA)**

Prepared Date January 12, 2015

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of January, 2015, between **DAVID J. STEGER AND TRACEY L. STEGER, HUSBAND AND WIFE** whose address is **PO BOX 131, EDGEWOOD, IA 520427290** ("Borrower") and **HSBC BANK USA, N.A.** which is organized and existing under the laws of **New Jersey**, and whose address is **95 WASHINGTON STREET, Buffalo, NY 14203**

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 10, 2007** and recorded in **Book/Liber 2007**, Page **3418**, 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

606 E. MORRISON STREET, EDGEWOOD, IA 52042,
(Property Address)

the real property described being set forth as follows.

See Exhibit "A" attached hereto and made a part hereof;

ASSIGNMENT OF REAL ESTATE MORTGAGE FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. TO HSBC BANK USA, N.A. RECORDED ON 09/24/2008 BOOK #2008 PAGE #2984

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 **January 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S **$126,812.10**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **$3,934.14** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed

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 **4.500%**, from **January 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **$642.54**, beginning on the **1st** day of **February, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **January 1, 2045** (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; and

(b) all terms and provisions of any adjustable rate rider, 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.

David J. Steger
DAVID J. STEGER -Borrower (Seal)

AMY L. KELCHEN
Commission Number 731916
My Commission Expires
1/13/2016

Tracey L. Steger
TRACEY L. STEGER -Borrower (Seal)

[Space Below This Line For Acknowledgments]

State of Iowa

County of Delaware

This instrument was acknowledged before me, a Notary Public on

February 7, 2015 by DAVID J. STEGER and TRACEY L. STEGER

Amy L. Kelchen
Signature of Notarial Officer

Deputy Sheriff
Title and Rank

AMY L. KELCHEN
Commission Number 731916
My Commission Expires
1/13/2016

My commission expires: 1/13/2016

Origination Company: **HSBC BANK USA, N.A.**
NMLSR ID: **2726**

HSBC BANK USA, N.A.

By: Tiffany Mahoney (Seal) - Lender
Name. Tiffany Mahoney
Title: Vice President and Assistant Secretary of the Residential Mortgage Loan Administrative Services Division of HSBC Bank USA, N.A.

3/19/15
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 3/19, 2015, before me, Karen L. Gordon, (please print name)

a Notary Public in and for said State, personally appeared Tiffany Mahoney, **V.P. & Assistant Secretary of the Residential Mortgage Loan Administrative Services Division of HSBC Bank, USA, N.A.** 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.

Notary Public

Karen L. Gordon
Notary Public of New Jersey
My Commission Expires 3/22/2017

Notary Public of New Jersey
My Commission expires: 3/22/17

EXHIBIT A

Loan: 2019698170

Lot Seventeen (17) of South Town Manor, Third Addition, City of Edgewood, Delaware County, Iowa, according to the plat recorded in Book 2001, Page 3330. Situated in Delaware County, Iowa.