Book 2015 Page 2369

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Date 8/31/2015 Time 1:28:00PM
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Recording Requested By/Return To:

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ashley Griffiths
Vice President
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING DOCUMENTS
PO BOX 8000
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

MODIFICATION AGREEMENT

Loan Number 1877772353

Grantor(s): **ROGER E. SHADY AKA ROGER SHADY**

Grantee(s): **JPMORGAN CHASE BANK, N.A.**

A full Legal Description is located on page 2 of the MODIFICATION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED SEPTEMBER 11, 2009 BOOK 2009 PAGE 3564 INSTRUMENT NO. 2009-3564

Assessor's Property Tax Parcel Account Number(s): **430280102000**

ver. 08_04_2015_11_00_56

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Parcel Identification Number:
430280102000

See Legal Description on Page 2

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

Loan Number 1877772353

Borrower ("I")[1]: **ROGER E. SHADY AKA ROGER SHADY**

[1] If there is more than one Borrower or Mortgagor 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.

Lender ("Lender"): **JPMORGAN CHASE BANK, N.A.**
Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **AUGUST 28, 2009**
Loan Number: **1877772353** ("Loan")
Property Address: **3245 STATE HWY 38, HOPKINTON, IOWA 52237** ("Property")

LEGAL DESCRIPTION:
THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF DELAWARE, CITY OF HOPKINTON AND STATE OF IOWA, DESCRIBED AS FOLLOWS: LOTS THIRTY ONE (31) AND THIRTY TWO (32), COLONY ADDITION TO SAND SPRING, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGES 344-345. PARCEL ID: 430280102000

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED SEPTEMBER 11, 2009 BOOK 2009 PAGE 3564 INSTRUMENT NO. 2009-3564
Tax Parcel No: 430280102000

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 the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.**
   I represent to the Lender and agree:
   A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.

   B. The Property is neither in a state of disrepair, nor condemned.

   C. There has been no change in the ownership of the Property since I signed the Loan Documents.

   D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.

   E. I have provided documentation for **all** income that I earn.



F. All documents and information I provide pursuant to this Agreement are true and correct.

2. **The Modification.**
The Loan Documents are hereby modified as of **OCTOBER 01, 2015** ("Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:

A. The Maturity Date will be: **SEPTEMBER 01, 2039.**

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts toward taxes, insurance, or other assessments. The new principal balance of my Note is **$73,203.87** ("New Principal Balance").

C. The Interest Bearing Principal Balance will re-amortize over **288** months.

Interest will begin to accrue as of **SEPTEMBER 01, 2015.** The first new monthly payment on the New Principal Balance will be due on **OCTOBER 01, 2015**, and monthly on the same date thereafter.

My payment schedule for the modified Loan is as follows:

I promise to pay interest on the New Principal Balance at the rate of **4.000%** annually. I promise to make consecutive monthly payments of principal and interest in the amount of **$395.81**, which is an amount sufficient to amortize the New Principal Balance over a period of **288** months.

The above terms in this Section 2.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.

D. I agree to pay in full (i) the New Principal Balance, and (ii) any other amounts still owed under the Loan Documents, by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.

E. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.

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



A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.

B. 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 the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.

C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms.

D. 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 and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

E. 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 the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (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, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.

G. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.

H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.



I. That, if the Borrower is in bankruptcy upon execution of this document, the Borrower will cooperate fully with the Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. The Borrower understands 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.

J. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.

K. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

L. I acknowledge and agree that if the Lender 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.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number **1877772353**

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And ROGER E. SHADY AKA ROGER SHADY, LOAN NUMBER 1877772353 WITH A MODIFICATION EFFECTIVE DATE OF October 01, 2015

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

Roger E. Shady AKA Roger Shady Date: 8/12/15

Borrower - **ROGER E. SHADY AKA ROGER SHADY**
(Must Be Signed Exactly as Printed)

State of **IOWA**
(County) of Jones
Enter County Here

This instrument was acknowledged before me on 8-12-2015,
by **ROGER E. SHADY AKA ROGER SHADY.**

(signature of notarial officer)

[SEAL]

Title or rank: Notary Public

My Commission expires: 1-7-2017

NOTARIAL SEAL IOWA
NICK MILLER
Commission Number 750595
My Commission Expires
1-7-2017

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And ROGER E. SHADY AKA ROGER SHADY, LOAN NUMBER 1877772353 WITH A MODIFICATION EFFECTIVE DATE OF October 01, 2015

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

By: _____

Printed Name:

Cathleen Birli
Vice President

Date: 8-24-15

State of MICHIGAN
County of OAKLAND

Acknowledged by Cathleen Birli, Vice President of JPMORGAN CHASE BANK, N.A., a national banking association before me on the 24 day of AUG, 2015

Signature _____

Printed name Delana Reaves

Notary public, State of MICHIGAN, County of MACOMB

My commission expires DEC 17 2019

Acting in the County of OAKLAND

DELANA REAVES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires 12/17/2019
Acting in the County of Oakland