Recorded: 8/8/2016 at 12:37:44.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 2055

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

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

Tax/Parcel #: 000630293305400

[Space Above This Line for Recording Data]

Original Principal Amount: $114,000.00
Unpaid Principal Amount: $109,850.09
New Principal Amount: $117,119.61
New Money (Cap): $7,269.52

FHA/VA/RHS Case No.:0212291196
Loan No: 9902813888

1602071022

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **11TH** day of **JULY, 2016**, between **JAMES LEE RAMSEY A SINGLE PERSON** ("Borrower"), whose address is **108 W HOWARD ST, MANCHESTER, IOWA 52057** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 8, 2013** and recorded on **NOVEMBER 8, 2013** in **BOOK 2013 PAGE 3532, DELAWARE COUNTY, IOWA**, and (2) the Note, in the original principal amount of U.S. **$114,000.00, 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
108 W HOWARD ST, MANCHESTER, IOWA 52057

the real property described is located in **DELAWARE COUNTY, IOWA** and being set forth as follows:

LOT TWO HUNDRED EIGHTY SEVEN (287), CITY OF MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D., PAGES 284-285.

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, **JULY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$117,119.61**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **$7,269.52** 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 **3.8750%**, from **JULY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **$577.49**,, beginning on the **1ST** day of **AUGUST, 2016,** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2044** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

   If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

In Witness Whereof, I have executed this Agreement.

Borrower: **JAMES LEE RAMSEY** James Lee Ramsey — **Date** 7-15-2016

Borrower: — **Date**

Borrower: — **Date**

Borrower: — **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Delaware

On this 15 day of July, 20 16, before me personally appeared **JAMES LEE RAMSEY** 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.

Michele R Africa
Notary Public

Printed Name: Michele R. Africa
(Seal, if any)
My Commission expires: 9-14-18

OFFICIAL SEAL IOWA
MICHELE R. AFRICA
Commission Number 742822
My Commission Expires
9-14-18

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Rachel M Fulks

By **Rachel M. Fulks** (print name) 7/26/16 Date

Mortgage Document Officer (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7/26/16 by **RACHEL M. FULKS** , the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a national association, on behalf of said national association.

Lori Kays

Notary Public

Printed Name: Lori Kays

My commission expires: 6.5.18

OFFICIAL SEAL
LORI KAYS
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires 06-05-2018
ID # 512764

EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by **JAMES LEE RAMSEY A SINGLE PERSON** to **COMMUNITY SAVINGS BANK** for **$114,000.00** and interest, dated **NOVEMBER 8, 2013** and recorded on **NOVEMBER 8, 2013** in **BOOK 2013 PAGE 3532**.

This mortgage was assigned from **COMMUNITY SAVINGS BANK** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **NOVEMBER 8, 2013** and recorded on **NOVEMBER 8, 2013** in **BOOK 2013 PAGE 3536**.