Recorded: 1/28/2021 at 8:04:31.0 AM
County Recording Fee: $37.00
Iowa E-Filing Fee: $3.00
Combined Fee: $40.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 362

PREPARED BY: MONICA VELA
ADDRESS: CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

PHONE NO.: 1-866-874-5860

LOAN MODIFICATION AGREEMENT (MORTGAGE)

GRANTOR: RYAN R SEIBERT

GRANTEE: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF J.P. MORGAN MORTGAGE ACQUISITION CORP

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

Complete legal description on page 7

TAX ID.: 631322103500
Rec. Date: JULY 16, 2013 BK: 2013 PG: 2371
INST: 2013 2371

When recorded return to:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

State: IOWA
County: DELAWARE
Loan No.: 12756878

4000277716

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 631322103500
[Space Above This Line for Recording Data]
Original Principal Amount: $98,940.00 **FHA/VA/RHS Case No: 016028593860017**
Unpaid Principal Amount: $87,108.57 **Loan No: 4000277716**
New Principal Amount: $95,800.28
New Money (Cap): $8,691.71

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **31ST** day of **DECEMBER, 2020**, between **RYAN R. SEIBERT, A SINGLE PERSON** ("Borrower"), whose address is **300 S BREWER ST, MANCHESTER, IOWA 52057** and **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF J.P. MORGAN MORTGAGE ACQUISITION CORP** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 12, 2013** and recorded on **JULY 16, 2013** in **INSTRUMENT NO. 2013 2371 BOOK 2013 PAGE 2371, DELAWARE COUNTY, IOWA**, and (2) the Note, in the original principal amount of U.S. **$98,940.00**, **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
300 S BREWER ST, MANCHESTER, IOWA 52057

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

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

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, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$95,800.28**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **$8,691.71** 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 **3.2500%**, from **JANUARY 1, 2021**. The yearly rate of **3.2500%** will remain in effect until principal and interest are paid in full.

   Borrower promises to make the total modified monthly mortgage payment of U.S. **$660.01**, beginning on the **1ST** day of **FEBRUARY, 2021,** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **$416.93**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **$243.08**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on **JANUARY 1, 2051** (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 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 is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.**

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.

8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.

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.

Ryan R. Seibert — Jan 19-21

Borrower: **RYAN R SEIBERT** — **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Delaware

On this 19th day of January, 20 21, before me personally appeared **RYAN R SEIBERT** 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.

Timothy Boeckenstedt
Notary Public

TIMOTHY BOECKENSTEDT
Commission No. 746153
My Commission Expires:
3-29-2022

Printed Name: Timothy Boeckenstedt
(Seal, if any)
My Commission expires:
3-29-2022

In Witness Whereof, the Lender has executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF J.P. MORGAN MORTGAGE ACQUISITION CORP

By _____ (print name) JAN 22 2021 Date
Terrence Morley, Director, Loss Mitigation (title)
Carrington Mortgage Services, LLC, Attorney in Fact

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JAN 22 2021 before me Hector Solis Jr. Notary Public, personally appeared Terrence Morley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

HECTOR SOLIS JR.
Notary Public - California
Orange County
Commission # 2325520
My Comm. Expires Mar 28, 2024

(Seal)

EXHIBIT A

BORROWER(S): RYAN R. SEIBERT, A SINGLE PERSON

LOAN NUMBER: 4000277716

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF MANCHESTER, COUNTY OF DELAWARE, STATE OF IOWA, and described as follows:

LOT TWELVE (12), AMSDEN'S ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 3 L.D., PAGES 276-277

ALSO KNOWN AS: 300 S BREWER ST, MANCHESTER, IOWA 52057