Recorded: 2/25/2021 at 8:17:46.0 AM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 687

PREPARED BY: SUSHMA RAJAN
ADDRESS: WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328

PHONE NO.: (800) 416-1472

LOAN MODIFICATION AGREEMENT (MORTGAGE)

GRANTOR: RICARDO R MEJIA, KATHERINE G MEJIA

GRANTEE: WELLS FARGO BANK, N.A.

Legal Description: LOT FIVE (5) OF THE SUBDIVISION OF LOTS ONE HUNDRED SIXTEEN (116) AND ONE HUNDRED SEVENTEEN (117) IN THE TOWN
OF MANCHESTER, IOWA AND OF LOTS ONE (1) AND TWO (2) IN IOWA LAND COMPANY'S ADDITION TO MANCHESTER,
IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 114.

TAX ID.: 630283206000
Rec. Date: MAY 6, 2013 **BK:** 2013 **PG:** 1532
INST: 2013 1532

When recorded return to:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

State: IOWA
County: DELAWARE
Order No: 12629486

Complete Legal description on page : 08

This Document Prepared By:
SUSHMA RAJAN
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 630283206000

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: $107,000.00
Unpaid Principal Amount: $90,884.09
New Principal Amount $90,884.09
Total Cap Amount: $0.00

Investor Loan No.:
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **NOVEMBER 4, 2020**
Borrower ("I")[1]: **RICARDO R MEJIA, KATHERINE G MEJIA**
Borrower Mailing Address: **720 E MAIN ST, MANCHESTER, IOWA 52057**
Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**
Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **APRIL 29, 2013** and the Note ("Note") date of **APRIL 29, 2013 and Recorded on MAY 6, 2013 in INSTRUMENT NO. 2013 1532 BOOK 2013 PAGE 1532, of the OFFICIAL Records of DELAWARE COUNTY, IOWA**

Property Address ("Property"): **720 E MAIN ST, MANCHESTER, IOWA 52057**

[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" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate

Legal Description:

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

This Loan Modification Agreement ("Agreement") is made on **NOVEMBER 4, 2020** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

1. The Modification.

A. The current contractual due date has been changed from **AUGUST 1, 2020** to **DECEMBER 1, 2020**. The first modified contractual due date is **DECEMBER 1, 2020**.

B. The maturity date will now be **SEPTEMBER 1, 2043**.

C. Interest at the rate of **3.2500%** will begin to accrue on the unpaid principal balance of **$90,884.09** ("Interest Bearing Principal Balance") as of **NOVEMBER 1, 2020.**

D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
274	3.2500%	11/01/2020	$470.28	$304.25	$774.53	12/01/2020

After the modification is complete, escrow payments adjust at least annually in accordance with applicable law therefore, the total monthly payment may change accordingly.

2. Additional Agreements.

I agree to the following:

A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.

B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.

C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.

D. If the Borrower's homeowners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in effect in accordance with this Agreement.

E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.

F. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating

to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.

H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).

I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement without alteration by **NOVEMBER 19, 2020**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

In Witness Whereof, I have executed this Agreement.

Borrower: **RICARDO R MEJIA** Date 12/23/20

Borrower: **KATHERINE G MEJIA** Date 12/23/20

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Delaware

On this December 23, 2020 before me, a Notary Public, personally appeared **RICARDO R MEJIA, KATHERINE G MEJIA**, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Notary Public

Print Name: Josh A Henderson
(Seal, if any)

My commission expires: 10/21/2022

NOTARIAL SEAL IOWA

JOSHUA A HENDERSON
Commission Number 820785
My Commission Expires
October 21, 2022

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Tyler Adam — Tyler Adam — 02/18/2021

By: (print name) Tyler Adam (sign) Date

(title) Vice President Loan Documentation

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Ramsey

This instrument was acknowledged before me FEB 18 2021 (date) by Tyler Adam (name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom the instrument was executed).

Harlie Kay Anderson

Notary Public

HARLIE KAY ANDERSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2023

Printed Name: HARLIE KAY ANDERSON

My Commission Expires:
JAN 31 2023

EXHIBIT A

BORROWER(S): RICARDO R MEJIA, KATHERINE G MEJIA

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF IOWA, COUNTY OF DELAWARE, AND DESCRIBED AS FOLLOWS:

LOT FIVE (5) OF THE SUBDIVISION OF LOTS ONE HUNDRED SIXTEEN (116) AND ONE HUNDRED SEVENTEEN (117) IN THE TOWN OF MANCHESTER, IOWA AND OF LOTS ONE (1) AND TWO (2) IN IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 114.

ALSO KNOWN AS: 720 E MAIN ST, MANCHESTER, IOWA 52057