



Document 2020 4307

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INDX ✓
ANNO ✓
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

FannieMae# 4003599056

Servicer Loan #2866318

WJ Drafted by and return to: Stephanie Singer/Customer Recovery Assistant @ Merchants Bank,
N.A., 102 E 3rd Street, Winona, MN 55987 Phone: 507-453-4256

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement("Agreement"), made the 30th of June, 2020, between Christina M McBurney, a single person, ("Borrower") and MERCHANTS BANK, NATIONAL ASSOCIATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed(the "Security Instrument"), and Timely Payment Rider, if any, dated 08/29/2003 and recorded 08/29/2003, Document 5179 Book 2003 Page 5179 in Madison County, Iowa, of Madison County, Iowa, (Name of Records), 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 517 W Jefferson St Winterset IA 50273, the real property described being set forth as follows:

LOT FIVE (5) IN BLOCK TEN (10) OF WEST ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA

As of 10/01/2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$164,482.26 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

1. 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 6.25% from 10/01/2020. Borrower promises to make monthly payment of principal and interest of U.S. \$933.83, beginning on the 1st day of November, 2020 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.25% will remain in effect until principal and interest are paid in full. If on 10/01/2060, (the "Maturity Date"), the Borrower shall pay these amounts in full on the Maturity Date.

3. In all or any part of the Property or any interest in its 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 this Security Instrument.

If the lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period or not less than 30 days from the day the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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, 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 canceled, null, and void, as of the date specified in paragraph No. 1 above:

a) all terms and provisions of the Note and the 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. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to the default in the making of payments under the Security Instruments shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instruments shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instruments shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) 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.

(d) All cost and expenses incurred by Lenders in connection with this Agreement including recording fees, title examination, and other attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.

(f) Borrower authorizes Lender, and lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consent to being contacted by text messaging

Merchants Bank
Merchants Bank, N.A. - Lender

Stephanie Singer
By: Stephanie Singer/Customer Recovery Assistant

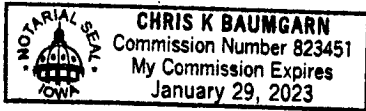
Christina McBurney
Christina McBurney-Borrower

Christina McBurney

State of IA

County of Madison

On this 21 day of October, 2020 before me appeared Christina McBurney to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

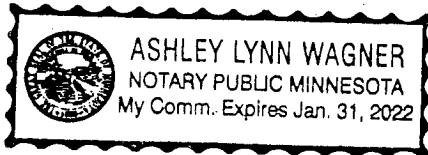


[Signature]
Notary Public
My Commission Expires: 1-29-23

State of MN

County of Winona

On this 29th day of October, 2020 before me appeared Sephame Singer to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



[Signature]
Notary Public
My Commission Expires: Jan 31, 2022

State of _____

County of _____

On this _____ day of _____, 2020 before me appeared _____ to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public
My Commission Expires: _____

This instrument was drafted by:

Merchants Bank, N.A.
102 E 3rd Street
Winona, MN 55987
507-457-1100