



**BK: 2020 PG: 4602**  
**Recorded: 12/1/2020 at 11:11:05.0 AM**  
**Pages 8**  
**County Recording Fee: \$42.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$45.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**PREPARED BY: DAVID O'BRIEN**  
**ADDRESS: QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**

**PHONE NO.: (888) 663-7374**

---

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

**GRANTOR: DAWN ANN TISH**

**GRANTEE: QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT**

**Legal Description:**

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WINTERSET, COUNTY OF MADISON, STATE OF IA, AND DESCRIBED AS FOLLOWS:

LOT THREE (3) IN BLOCK TWELVE (12) OF WEST ADDITION TO THE TOWN OF WINTERED, MADISON COUNTY, IOWA.

**Complete legal description on page 8**

**TAX ID: 820000312030000 - 0**  
**Rec. Date: JULY 10, 2018 BK: 2018 PG: 2177**  
**INST: 2018 2177**

**When recorded return to:**  
**FIRST AMERICAN TITLE CO.**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**State: IOWA**  
**County: MADISON**  
**Loan No.: 3405856309**



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

**The land referred to in this document is situated in the CITY OF WINTERSET, COUNTY OF MADISON, STATE OF IA, and described as follows:**

**LOT THREE (3) IN BLOCK TWELVE (12) OF WEST ADDITION TO THE TOWN OF WINTERED, MADISON COUNTY, IOWA.**

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, **NOVEMBER 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$187,419.80**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$2,166.54**.
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 **2.7500%**, from **NOVEMBER 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$802.04**, beginning on the **1ST** day of **DECEMBER, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2048** (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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**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.

*[Signature]*

Borrower: **DAWN ANN TISH**

11/16/2020  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF IOWA

COUNTY OF Madison

On this 6 day of Nov., 2020, before me personally appeared **DAWN ANN TISH** 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.

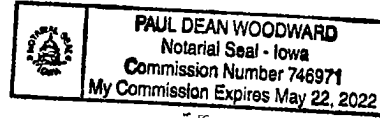
*Paul Dean Woodward*

Notary Public

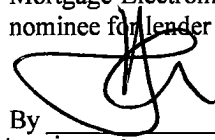
Printed Name: Paul Dean Woodward

(Seal, if any)

My Commission expires: 5/22/2022



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns



By Yadira Capacete, Vice President

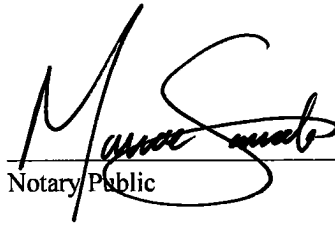
11-24-2020  
Date

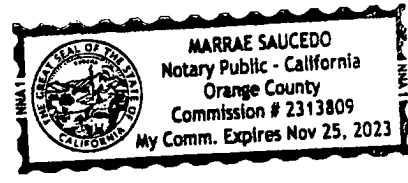
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this November 24, 2020 by Yadira Capacete, the Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said entity.

  
Notary Public



Printed Name: Marrae Saucedo

My commission expires: November 25, 2023

**Drafted By:**  
**QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**

In Witness Whereof, the Lender has executed this Agreement.

**QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT**

*Susan L Stromswold*  
By Susan L Stromswold (print name)  
Vice President (title)

11/18/2020  
Date

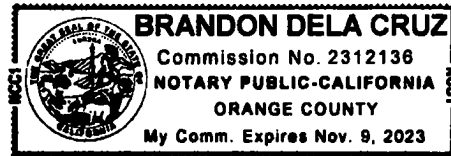
\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF ~~MICHIGAN~~ CALIFORNIA  
COUNTY OF ~~WAYNE~~ ORANGE

The foregoing instrument was acknowledged before me this NOVEMBER 18<sup>th</sup> 2020  
by SUSAN L. STROMSWOLD, the VICE PRESIDENT of QUICKEN LOANS  
LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS  
ITS ATTORNEY-IN-FACT, a company, on behalf of said company.

*Brandon DeLa Cruz*  
Notary Public



Printed Name: BRANDON DELA CRUZ  
My commission expires: NOV. 9 2023

**Drafted By:**  
**QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**

**EXHIBIT A**

**THE LAND ASSOCIATED WITH THE PROPERTY ADDRESS REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WINTERSET, COUNTY OF MADISON AND STATE OF IOWA, AND DESCRIBED AS FOLLOWS:**

LOT THREE (3) IN BLOCK TWELVE (12) OF WEST ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.

**APN: 820-00-03-12030000**