

**BK: 2021 PG: 4628**  
**Recorded: 11/8/2021 at 3:03:15.0 PM**  
**Pages 10**  
**County Recording Fee: \$52.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$55.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

Investor Loan # 225055147

**Recording Requested By:**

Freedom Mortgage Corporation  
907 Pleasant Valley Avenue  
Mount Laurel, NJ 08054

**After Recording Return To:**

Freedom Mortgage Corporation C/O:  
Mortgage Connect Document Solutions  
6860 North Argonne Street, Unit A  
Denver, CO 80249  
APN/Tax ID: 520101044030000  
Recording Number: 1935337

This document was prepared by Freedom Mortgage Corporation,

**Space Above This Line For Recording Data**

**Original Principal Amount:** \$134,564.00

**Loan Number:** 0133465526

**Unpaid Principal Amount:** \$130,655.17

**FHA Loan Number:** FR 1613902858703

**New Principal Amount:** \$133,781.58

**Total Capitalized Amount:** \$3,126.41

## **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement") between **DAVID LEE CROSS A SINGLE PERSON KATHY JEAN CONWAY A SINGLE PERSON** whose address is 2309 HOLLIWELL BRIDGE RD, WINTERSET, IA 50273 ("Borrower" or "I") and **FREEDOM MORTGAGE CORPORATION** whose address is 907 Pleasant Valley Avenue, Mount Laurel, NJ 08054 ("Lender"), and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS") whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), is effective 10/05/2021, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), made by **DAVID LEE CROSS A SINGLE PERSON KATHY JEAN CONWAY A SINGLE PERSON** to **MERS AS NOMINEE FOR FIDELITY BANK** for **\$134,564.00** and interest, dated **11/21/2019** and recorded on Date **11/25/2019** in Book or Liber **2019**, at page(s) **3762** or as Document/Instrument Number \_\_\_\_\_, in the Records of **Madison, IOWA**, and (2) the Note bearing the same date as and secured by the Security Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at **2309 HOLLIWELL BRIDGE RD WINTERSET, IA 50273**. *See Exhibit A for Legal Description*

<sup>1</sup> If more than one Borrower or Mortgagor is executing this document, each is referred to as "Borrower" or "I." For purposes of this document, words signifying the singular (such as "Borrower" or "I") shall include the plural (such as "Borrowers" or "we") and vice versa where appropriate.

Page 1



MERS #: 101039600100504826

Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation that is acting solely as a nominee for the owner and holder of the promissory note, its successors and assigns. The MERS address is P.O. Box 2026, Flint, MI 48501-2026. The MERS telephone number is (888) 679-MERS (6377).

**Important Disclosures:** The Federal Housing Administration (FHA) requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, 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 referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents. If there is more than one borrower or mortgagor executing this document, each is referred to as "I". Words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

This Agreement will not take effect unless the preconditions set forth in Section 2 below have been satisfied.

**1. My Representations.** I certify, represent to Lender, and agree as follows:

- A. The Property has no more than four units.
- B. The Property currently has no materially adverse physical condition(s).
- C. I intend to continue to live in the Property as my primary residence.
- D. I do not have any other FHA-insured mortgage.
- E. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

**2. Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. Prior to the Modification Effective Date as set forth in Section 3 below, if Lender determines that any of my representations in Section 1 above are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, Lender will have all of the rights and remedies provided by the Loan Documents.



B. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred. In addition, Lender will not be obligated to modify the Loan Documents if I fail to meet any of the requirements under this Agreement.

3. **The Modification.** If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on 10/05/2021 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.

A. The new Maturity Date will be 11/01/2051.

B. As of the Modification Effective Date, the new principal balance of my Note is \$133,781.58 (the "New Principal Balance").

C. Interest at the fixed rate of 3.000% will begin to accrue on the New Principal Balance as of 11/01/2021 and my first new monthly payment on the New Principal Balance will be due on 12/01/2021. My fully amortizing payment schedule for the modified Loan is as follows:

| Years | Interest Rate | Monthly Principal and Interest Payment Amount | Estimated Monthly Escrow Payment Amount* | Total Monthly Payment*            | Payment Begins On | Number of Monthly Payments |
|-------|---------------|---|--|-----------------------------------|-------------------|----------------------------|
| 30    | 3.000%        | \$564.03                                      | \$294.76, may adjust periodically        | \$858.79, may adjust periodically | 12/01/2021        | 360                        |

\* The escrow payments may be adjusted periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The total monthly payment amount shown does not include the cost for any optional products that may be on the mortgage loan.

The terms in this Section 3.C. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable-or step-interest rate.

D. I will be in Default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. The interest rate set forth in Section 3.C. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.

4. **Additional Agreements.** Lender and I agree to the following:



- A. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.
- B. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.
- C. This Agreement supersedes the terms of any modification, forbearance, trial modification payment plan, or loan workout plan that I previously entered into with Lender.
- D. I will comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount of which may periodically change over the term of my Loan.
- E. The Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement satisfies or releases in whole or in part any of the obligations contained in the Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. On and after the Modification Effective Date, and notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules, or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice to, or demand on, me.
- H. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA



guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

- I. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void.
- J. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by Lender's procedures to ensure that the modified mortgage loan is in first-lien position and/or is fully enforceable upon modification. Under any circumstance and notwithstanding anything else to the contrary in this Agreement, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

I will execute such other documents as may be reasonably necessary either to (1) consummate the terms and conditions of this Agreement or (2) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Lender may declare this Agreement void and of no legal effect upon notice of such error. If I sign a corrected Agreement, Lender will provide a copy of such Agreement to me. If I elect not to sign such corrected Agreement, at Lender's sole option, (x) the terms of the original Loan Documents shall continue in full force and effect and (y) the terms of the original Loan Documents will not be modified by this Agreement.

- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026. If the loan has been registered with MERS, MERS (i) has only legal title to the interests granted by the borrower in the mortgage and acts solely as a nominee for the owner and holder of the promissory note, its successors and assigns, (ii) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and (iii) has the right to take any action required of Lender, including, but not limited to, releasing and canceling the mortgage loan.
- L. Lender may collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure all of this information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first-lien or subordinate-lien (if applicable) mortgage loan(s); (3) companies that perform support services for the FHA and (4) any HUD-certified housing counseling agency.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as



modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents that Lender requests of me under this section shall be referred to as the "Documents". I will deliver the Documents within ten days after I receive Lender's written request for such replacement.



**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

David Lee Cross

David Lee Cross  
(Must be signed exactly as printed)

11 / 01 / 2021  
Signature Date (MM/DD/YYYY)

Kathy Jean Conway

Kathy Jean Conway  
(Must be signed exactly as printed)

11 / 01 / 2021  
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Iowa

COUNTY OF Madison

On the 1 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared David Lee Cross and Kathy Jean Conway, personally known to me (or 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 or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Katherine P. Smith  
(Signature)

(Notary Public Seal)

(Please ensure seal does not overlap any language or print)

Notary Public: Katherine P. Smith  
(Printed Name)

Notary commission expires: 8/19/24

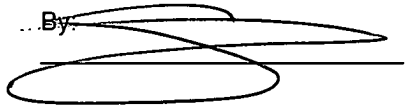


DO NOT WRITE BELOW THIS LINE.

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THIS SECTION IS FOR INTERNAL USE ONLY

Freedom Mortgage Corporation  
By: Mortgage Connect Document Solutions, LLC, its attorney in fact

By: 

Dated: November 5th, 2021

Name: **Stephanie Casillas**  
Title : **Attorney-in-Fact**

\_\_\_\_\_ [Space below this line for Acknowledgement] \_\_\_\_\_

STATE OF Colorado  
COUNTY OF Denver

On 5th day of November in the year 2021 before Me, David Thao  
Notary Public, personally appeared Stephanie Casillas, Attorney in Fact  
of Mortgage Connect Document Solutions, LLC, Attorney in Fact for Freedom Mortgage Corporation, personally known to me (or 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Signature

David Thao Notary Public Printed Name Please Seal Here

September 11th, 2024 Notary Public Commission Expiration Date

Signatures continue on the following page

**DAVID THAO**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20204031667  
MY COMMISSION EXPIRES SEPTEMBER 11, 2024



DO NOT WRITE BELOW THIS LINE.

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THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc.,  
as nominee for Lender, its successors and assigns

By 

November 5th, 2021  
Date

Angie Lee, Assistant Secretary

\_\_\_\_\_[Space below this line for Acknowledgement]\_\_\_\_\_

STATE OF Colorado

COUNTY OF Denver

On 5th day of November in the year 2021 before me, David Thao  
Notary Public, personally appeared Angie Lee

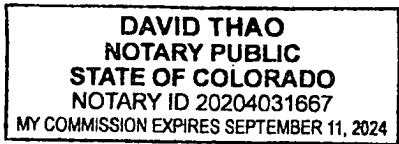
Assistant Secretary of Mortgage Electronic Registration Systems Inc., as nominee for Lender,  
its successors and assigns personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Signature

David Thao Notary Public Printed Name Please Seal Here

September 11th, 2024 Notary Public Commission Expiration Date



## EXHIBIT A

The following described real estate in Madison County, Iowa:

A tract of Land located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 2.32 acres, as shown in Boundary Retracement Survey filed in Book 2019, Page 3691 on November 19, 2019, in the Office of the Recorder of Madison County, Iowa.

