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Date 1/18/2022 Time 11:00:51AM

Rec Amt \$17.00

INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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Fannie Mae Loan #4007334113

Servicer Loan #16035759

Drafted by: Stephanie Singer, Customer Recovery Assistant at Merchants Bank, N.A., 102 E 3rd St, Winona MN
55987 Phone 507-453-4256 P.O. Box 248

WJ

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

No new funds advanced under this agreement

This Loan Modification Agreement (“Agreement”), made this 27th day of December, 2021, between Brett West and Melissa West, husband and wife (“Borrower”) and Merchants Bank (“Lender”), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) dated 10/12/2010 and recorded on 10/19/2010, Document #20102563 of 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 1872 Nature Court Winterset Iowa 50273, the real property described being set forth as follows:

LOT TEN (10) OF COPPER FOX ESTATES SUBDIVISION LOCATED IN THE EAST HALF (1/2) OF THE SOUTEAST QUARTER (1/4) OF SECTION SEVENTEEN (17), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., 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 December 27th, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$305,263.57, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 2.875%, from December 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1070.92, beginning on the 1st day of January 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.875% will remain in effect until principal and interest are paid in full. If on December 1, 2061 (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 the Property is 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 the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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 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 default in the making of payments under the Security Instrument 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 Instrument 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 Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder 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 costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and 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 consents to being contacted by text messaging .

Merchants Bank

Merchants Bank, N.A.-Lender

Brett West

Brett West - Borrower

By: Stephanie Singer
Stephanie Singer, Customer Recovery Assistant

Melissa West
Melissa West-Borrower

1-11-2022
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

State of Iowa
County of Madison

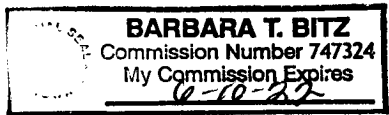
On this 8 day of January, 2022 before me appeared **Brett West**, who is married to Melissa West, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



Barbara T Bitz
Notary Public
My Commission Expires: 6-10-22

State of Iowa
County of Madison

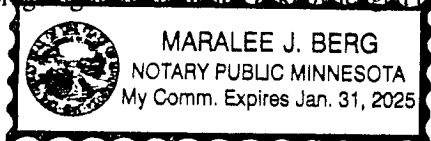
On this 8 day of January, 2022 before me appeared **Melissa West**, who is married to Brett West, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



Barbara T Bitz
Notary Public
My Commission Expires: 6-10-22

State of MN
County of Winona

On this 11th day of January, 2022 before me appeared **Stephanie Singer**, Customer Recovery Assistant for Merchants Bank N.A., to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



Maralee Berg
Notary Public
My Commission Expires:

This instrument was drafted by:

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

01.31.2025