

BK: 2023 PG: 1886
Recorded: 8/14/2023 at 8:17:40.0 AM
Pages 9
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Recording Requested By/Return To:
**GARRETT SCOTT, ASSISTANT
VICE PRESIDENT - MODIFICATION
FULFILLMENT
U.S. BANK FULFILLMENT
SERVICES
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071**

This Instrument Prepared By:



Clara Bratcher

**U.S. BANK NATIONAL
ASSOCIATION
4801 FREDERICA ST
OWENSBORO, KENTUCKY 42301
800-365-7900**

TaxPayer:

**SHAWN L STROEBER
405 NW ELM AVE
EARLHAM, IOWA 50072-1038**

LOAN MODIFICATION AGREEMENT

Loan Number 2200433529

Grantor(s): SHAWN L STROEBER AND JENNIFER STROEBER, HUSBAND AND WIFE

Grantee(s): U.S. BANK NATIONAL ASSOCIATION

A full Legal Description is located on page 2 of the LOAN MODIFICATION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

MADISON COUNTY JANUARY 3, 2014 BOOK 2014 PAGE 25 INSTRUMENT NO. 2014 25

Assessor's Property Tax Parcel Account Number(s): 850000600120000

Version 07_14_2023_09_53_18



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800-365-7900**

Parcel Identification Number:
850000600120000

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT

**Property Address: 405 NW ELM
AVE, EARLHAM, IOWA 50072-
0000**

**Loan Number 2200433529
USDA Case Number 0212276729**

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF SEPTEMBER, 2023**, between **SHAWN L STROEBER AND JENNIFER STROEBER, HUSBAND AND WIFE** ("Borrower"), and **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated **DECEMBER 31, 2013** and recorded in

USDA MRA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT
3179 1/01 (rev. 10/16)
91003004v23.4
Version 07_14_2023_09_53_18

Form

(page 1 of 8)



MADISON COUNTY JANUARY 3, 2014 BOOK 2014 PAGE 25 INSTRUMENT NO. 2014 25 and (2) the Note in the original principal sum of U.S \$106,122.00, 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

405 NW ELM AVE, EARLHAM, IOWA 50072-0000

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF MADISON, TOWN OF EARLHAM AND STATE OF IOWA, DESCRIBED AS FOLLOWS: THE SOUTH 100 FEET OF THE EAST 155 FEET OF OUT LOT 4, ACADEMY ADDITION TO THE TOWN OF EARLHAM, MADISON COUNTY, IOWA. PARCEL ID: 850000600120000

Tax Parcel No.: 850000600120000

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.

In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The amount payable under the Note and the Security Instrument (the "Total Outstanding Balance") is U.S. **\$102,367.54**. The Total Outstanding Balance of the Loan includes unpaid principal, unpaid and deferred interest, fees, escrow advances and other costs, but excludes unpaid late charges, and is less any amounts paid to the Lender but not previously credited to the Loan.
2. **\$17,054.03** of the Total Outstanding Balance will be included in the amount of a Mortgage Recovery Advance Note ("MRA Note") and Borrower will not pay interest or make monthly payments on this amount until the first mortgage is paid or Borrower no longer owns the property. The Total Outstanding Balance less the amount of the MRA Note, or **\$85,313.51**, will be the New Principal Balance of the original Note.
3. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.3750%**, from **SEPTEMBER 01, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$376.71**, beginning on the **1ST DAY OF OCTOBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 01, 2063**, (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.

The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate or for a graduated or growing-equity payment schedule.

4. 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.

5. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. 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 Agreement Date set forth 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.



7. 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) If permitted by applicable law, all costs and expenses incurred by Lender in connection with this Agreement, including attorney's fees and costs, 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's 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.

- (g) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
- (h) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
- (i) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.

8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number 2200433529

In Witness Whereof, the Borrower(s) have executed this agreement.

Shawn Stroeber
Borrower - SHAWN L STROEBER

Date: 8,2,23

Jennifer Stroeber
Borrower - JENNIFER STROEBER

Date: 8,2,23

State of IOWA
(County) of Madison
Enter County Here

This instrument was acknowledged before me on August 2, 2023
by SHAWN L STROEBER and JENNIFER STROEBER.



[Stamp]

[Signature]
(Signature of notarial officer)

Title of office: Notary Public

My Commission expires: 08/23/25

[] This notarial act involved the use of communication technology.



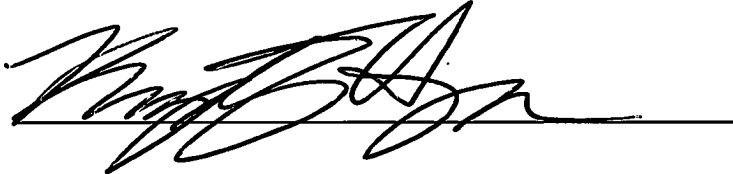
Loan Number 2200433529

In Witness Whereof, the Lender has executed this Agreement.

Lender

U.S. BANK NATIONAL ASSOCIATION

By:



Printed Name:

Krystyn Hagan
Mortgage Document Officer

Title:

Date:

AUG 09 2023

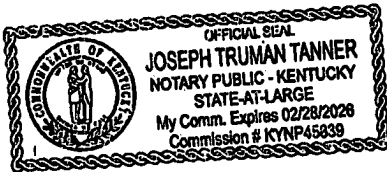


State of KENTUCKY
County of DAVIESS

The foregoing instrument was acknowledged before me this 9 day of

Aug, 2023, by Krystyn Hagan Mortgage Document Officer, of U.S.
BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National Association.

(Seal, if any)



[Handwritten Signature]

(Signature of person taking acknowledgment)

Joseph Truman Tanner
Notary

(Title or rank)

KYNP45839

(Serial number, if any)

My Commission expires: 2/28/26

