

BK: 2023 PG: 2781
Recorded: 11/13/2023 at 8:44:41.0 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

PREPARED BY: BRANDY MANGALINDAN
ADDRESS: CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806

PHONE NO.: 1-866-874-5860

LOAN MODIFICATION AGREEMENT

GRANTOR: CHARLES A LEONARD, SARAH K LEONARD

GRANTEE: CARRINGTON MORTGAGE SERVICES, LLC

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Complete legal description on page 9

TAX ID.: 50009104600300001

Rec. Date: NOVEMBER 16, 2006 **BK:** 2006 **PG:** 4793

INST: 2006 4793

When recorded return to:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806

State: IOWA
County: MADISON
Loan No.: 4000513402



This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING
DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806

Tax/Parcel #: 50009104600300001

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$152,000.00

Investor Loan No: 0000000000000

Unpaid Principal Amount: \$96,661.08

Loan No: 4000513402

New Principal Amount: \$106,478.58

Capitalization Amount: \$9,817.50

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **25TH** day of **SEPTEMBER, 2023**, between **CHARLES A LEONARD, SARAH K LEONARD HUSBAND AND WIFE** ("Borrower") whose address is **2350 VALLEYVIEW AVE, SAINT CHARLES, IOWA 50240** and **CARRINGTON MORTGAGE SERVICES, LLC** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 13, 2006** and recorded on **NOVEMBER 16, 2006** in **INSTRUMENT NO. 2006 4793 BOOK 2006 PAGE 4793**, of the **OFFICIAL** Records of **MADISON COUNTY, IOWA**, 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

2350 VALLEYVIEW AVE, SAINT CHARLES, IOWA 50240
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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, **OCTOBER 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$106,478.58**, consisting of the unpaid amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,817.50** 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.
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 **6.5000%** from **OCTOBER 1, 2023**. Borrower promises to make the total modified monthly mortgage payment of U.S. **\$1,232.04** beginning on the **1ST** day of **NOVEMBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$623.39**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of **\$608.65**. The yearly rate of **6.5000%** will remain in effect until the principal and interest are paid in full. If on **OCTOBER 1, 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.

Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items.

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

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
- (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) If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower

under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage.

- (g) Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Subordinate Mortgage is given, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Subordinate Mortgage is given; Borrower will remain liable for any such costs, fees and/or expenses.
- (h) 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 .

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: CHARLES A LEONARD

[Signature]
Borrower: SARAH K LEONARD

10/24/23
Date

10/24/23
Date

_____[Space Below This Line for Acknowledgments]_____

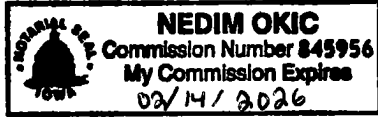
BORROWER ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF Polk

On this 24th day of October, 2023, before me personally appeared **CHARLES A LEONARD, SARAH K LEONARD** 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.

[Signature]
Notary Public

Printed Name: Nedim Okic
(Seal, if any)
My Commission expires:
02/14/2026



In Witness Whereof, the Lender has executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

OCT 26 2023

By Osbaldo Sanchez, Director, Loss Mitigation
Carrington Mortgage Services, LLC

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____ before me _____ Notary Public, personally appeared _____,

who 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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED

Signature _____

(Seal)

Signature of Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 10/26/2023 before me, Norma Camarena NOTARY PUBLIC,

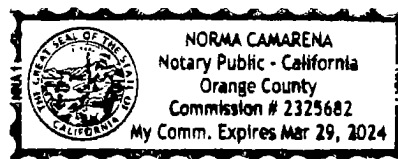
(Here insert name and title of the officer)

personally appeared Osbaldo Sanchez

who 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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature Norma Camarena

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

_____ (Title)

- Partner(s)
- Attorney in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OrderID-454175



EXHIBIT A

BORROWER(S): CHARLES A LEONARD, SARAH K LEONARD HUSBAND AND WIFE

LOAN NUMBER: 4000513402

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF SAINT CHARLES, COUNTY OF MADISON, STATE OF IOWA, and described as follows:

PARCEL B - A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M. MADISON COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN THAT IS N 00 DEGREES 28 MINUTES 14 SECONDS W, A DISTANCE OF 200.50 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 10;

THENCE N. 00 DEGREES 28 MINUTES 14 SECONDS W A DISTANCE OF 200.50 FEET TO AN IRON PIN; THENCE N. 85 DEGREES 27 MINUTES 08 SECONDS E A DISTANCE OF 877.22 FEET TO AN IRON PIN; THENCE S. 00 DEGREES 28 MINUTES 14 SECONDS E A DISTANCE OF 401.01 FEET TO AN IRON PIN; THENCE S 85 DEGREES 27 MINUTES 08 SECONDS W A DISTANCE OF 877.22 TO AN IRON PIN; WHICH IS THE POINT OF BEGINNING CONTAINING 4.03 ACRES OF LAND INCLUDING 0.15 ACRES OF MADISON COUNTY ROAD RIGHT OF WAY

ALSO KNOWN AS: 2350 VALLEYVIEW AVE, SAINT CHARLES, IOWA 50240