



Document 2023 2788

Book 2023 Page 2788 Type 04 001 Pages 10
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Rec Amt \$52.00

INDX
ANNO
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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Recording Requested By/Return To:

lv
INDECOMM GLOBAL SERVICES
ATTN: FD NR 9915
1427 ENERGY PARK DR.
ST. PAUL, MN 55108

This Instrument Prepared By:
LACEY HOOD
NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034
1 (888) 483-4036

THIS IS PURCHASE MONEY
MORTGAGE AS DEFINED BY
IOWA CODE SECTION 654.12B

LEGAL - pg 10

Parcel Identification Number:
40007070028000001

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REG 44121

2
2

LOAN ASSUMPTION AGREEMENT

Property Address: 1795
MILLSTREAM CT, WINTERSET,
IOWA 50273-8253
Loan Number: 9766352844
VA Partial Claim Loan No. N/A
Primary VA Guaranteed Loan No.
33-33-6-0289973

MIN: 100754497663528440

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **NOVEMBER 09, 2023**, between **COURTNEY BOWLSBY AND JEREMY BOWLSBY** ("Transferor") and **SAMUEL**

APP MARSHALL AND KAITLIN E MARSHALL, ("Transferee") and **NEWREZ LLC** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee") as designated nominee for **NEWREZ LLC**, beneficiary of the security instrument, its successors and assigns, amends and supplements that certain promissory note ("Note") dated **DECEMBER 22, 2021**, in the original principal amount of **\$550,434.00** executed by **COURTNEY BOWLSBY AND JEREMY BOWLSBY** ("Maker") payable to the order of **Caliber Home Loans, Inc.** in accordance with the terms set forth therein. Transferor and Transferee acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement.

The Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **DECEMBER 22, 2021** and recorded in **FILED DECEMBER 23, 2021 AT BOOK 2021 AT PAGE 5226**. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

1795 MILLSTREAM CT, WINTERSET, IOWA 50273-8253

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF EXHIBIT A

Tax Parcel No.: **40007070028000001**

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.

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Lender, who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Acknowledgment and Assumption. Transferor and Transferee acknowledge that as of **NOVEMBER 02, 2023**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$528,914.00**. Transferee hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to

pay jointly and severally to the order of the Lender the sum of U.S. \$528,914.00, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. Release of Transferor. Lender releases Transferor from all personal liability under the Note and the Security Instrument and agrees that any action taken to enforce the collection of any obligation evidenced by the Note or the Security Instrument shall be confined to the value of the Property insofar as Transferor is concerned and in no case shall Transferor be subject to suit, claim, or demand by Lender for any deficiency.

3. Waiver of Due-on-Transfer Clause. In consideration of the assumption of the Note and Security Instrument by Transferee as described above, Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale or transfer by Transferor to Transferee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future sales or transfers.

4. Prepayment. Transferor hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with applicable law, Transferor assigns and transfers to Transferee any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Transferee.

5. No Impairment of Lien. Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. Transfer of the Property or a Beneficial Interest in Transferee. As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee 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. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferee must pay all sums secured by the Security Instrument. If Transferee fail[s] 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 Transferee. Transferee understand[s] that any notices to be provided to Transferee by Lender are expressly conditioned on Transferee providing notice to Lender in the manner provided in the Security Instrument of any change in address from that stated herein.

7. **Loan Documentation.** As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferee acknowledges and reaffirms Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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 Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in the Security Instrument.

8. **Partial Invalidity.** In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.


9. **Miscellaneous.** Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted by applicable law. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

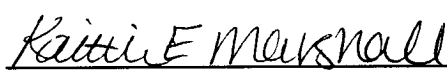
This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

10. **No Oral Agreements.** The written loan documents, including the Note, the Security Instrument, and this Agreement, represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the day and year first above written.

Transferee:

 (Seal) Date: 11/9/23
PLEASE SIGN & DATE
SAMUEL APP MARSHALL

 (Seal) Date: 11/9/23
PLEASE SIGN & DATE
KAITLIN E MARSHALL

Loan Number: 9766352844

Transferee's Address:
204 NE MONROE AVE
ELKHART, IOWA 50073-8149

Transferor: [Signature] (Seal)
COURTNEY BOWLSBY
[Signature] (Seal)
JEREMY BOWLSBY


Date: 11/9/23
Date: 11-9-23

Transferor's Address:
1795 MILLSTREAM CT
WINTERSET, IA 50273

_____[Space Below This Line For Acknowledgments]_____

State of IOWA
(County) of POLK

This instrument was acknowledged before me on November 9
2023 by SAMUEL APP MARSHALL and KAITLIN E MARSHALL.

[Stamp]  _____
(signature of notarial officer)
Title of office: Notary Public
My Commission expires: _____

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

State of IOWA
(County) of POLK

This instrument was acknowledged before me on Nov. 9, 2023
by COURTNEY BOWLSBY and JEREMY BOWLSBY.

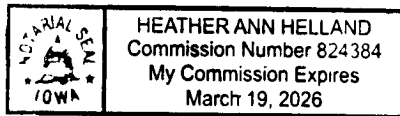
Heather Ann Helland
(signature of notarial officer)

[Stamp]

Title of office: Notary Public

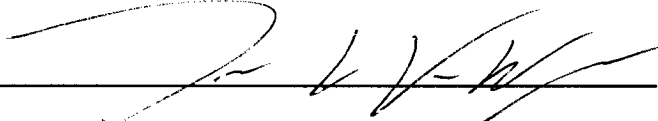
My Commission expires: 3-19-26

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



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF THE NOTE:

NEWREZ LLC

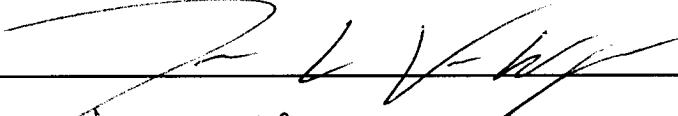
By: 

Printed Name: JACOB VANDERWIJCK

Title: TEAM LEAD CORPORATE OPERATIONS

Date: 11/2/2023

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

By: 

Printed Name: JACOB VANDERWIJCK

Date: 11/2/2023

State of ~~IOWA~~ Pennsylvania

(County) of ~~POLK~~ Montgomery

This instrument was acknowledged before me on November 2, 2023 by Jacob Vunderfel as AGENT ^{VB} of NEWREZ LLC.

Commonwealth of Pennsylvania - Notary Seal
Vivian Blair, Notary Public
Montgomery County
My commission expires August 16, 2027
Commission number 1437909
Member, Pennsylvania Association of Notaries

[SEAL]

Vivian Blair
(signature of notarial officer)

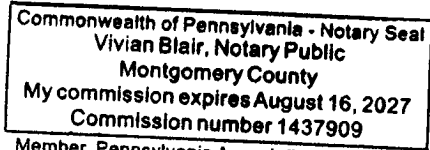
Notary Public
Title (and Rank)

My Commission Expires: 8/16/2027

State of ~~IOWA~~ Pennsylvania

(County) of ~~POLK~~ Montgomery

This instrument was acknowledged before me on November 2, 2023 by Jacob Vandeweyer as Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as nominee for Lender, its successors and assigns.



[SEAL]

Member, Pennsylvania Association of Notaries

Vivian Blair
(signature of notarial officer)

Notary Public
Title (and Rank)

My Commission Expires: 8/16/2027

LOAN NO.: 9766352844

Loan Name: SAMUEL APP MARSHALL AND KAITLIN E MARSHALL

Property Address: 1795 MILLSTREAM CT, WINTERSET, IOWA 50273-8253

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

**SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED
HEREIN**

Lot Twenty-eight (28) of Covered Bridge Estates, located in the Fractional Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

