

BK: 2024 PG: 2844  
Recorded: 11/22/2024 at 2:35:49.0 PM  
Pages 6  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**PREPARED BY:** YUDOSHIA ROLLERSON  
**ADDRESS:** MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION  
501 N.W. GRAND BLVD  
OKLAHOMA CITY, OK 73118

**PHONE NO.:** (800) 654-4566

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## LOAN MODIFICATION AGREEMENT (MORTGAGE)

**GRANTOR:** JERIN E PAYNE AKA JERIN EDWARD PAYNE

**GRANTEE:** MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

**Legal Description:** LAND SITUATED IN THE TOWN OF WINTERSET IN THE COUNTY OF MADISON  
IN THE STATE OF IA

LOTS ONE (1) AND TWO (2) IN BLOCK TWELVE (12) IN T.D. JONES ADDITION TO THE TOWN OF  
WINTERSET, MADISON COUNTY, IOWA.

**Complete legal description on page** \_\_\_\_\_

**TAX ID.:** 820001012010000  
**Rec. Date:** JULY 16, 2015 **BK:** 2015 **PG:** 1993  
**INST:** 2015 1993

**When recorded return to:**  
FIRST AMERICAN TITLE  
DTO REC., MAIL CODE: 4002  
4795 REGENT BLVD  
IRVING, TX 75063

**State:** IOWA  
**County:** MADISON  
**Loan No.:** (scan barcode)



This Document Prepared By:  
**YUDOSHIA ROLLERSON**  
**MIDFIRST BANK, A FEDERALLY CHARTERED**  
**SAVINGS ASSOCIATION**  
**501 N.W. GRAND BLVD**  
**OKLAHOMA CITY, OK 73118**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**DTO REC., MAIL CODE: 4002**  
**4795 REGENT BLVD**  
**IRVING, TX 75063**

**Tax/Parcel #: 820001012010000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$113,770.00**

**FHA/VA/RHS Case No.:1613474333703**

**Unpaid Principal Amount: \$147,152.30**

**Loan No: (scan barcode)**

**New Principal Amount: \$157,666.52**

**New Money (Cap): \$10,514.22**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this **24TH** day of **OCTOBER, 2024**, between **JERIN E PAYNE AKA JERIN EDWARD PAYNE** ("Borrower"), whose address is **406 S 2ND ST, WINTERSET, IA 50273** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 19, 2015** and recorded on **JULY 16, 2015** in **INSTRUMENT NO. 2015 1993 BOOK 2015 PAGE 1993 AND RE-RECORDED ON JANUARY 12, 2016 BOOK 2016, AT PAGE(S) 95**, 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

**406 S 2ND ST, WINTERSET, IOWA 50273**



(Property Address)

the real property described is located in **MADISON County, IOWA** and being set forth as follows:

**Land situated in the Town of Winterset in the County of Madison in the State of IA**

**LOTS ONE (1) AND TWO (2) IN BLOCK TWELVE (12) IN T.D. JONES ADDITION TO THE TOWN OF WINTERSET, 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, **NOVEMBER 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,666.52**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$10,514.22**.
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 **7.0000%**, from **NOVEMBER 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$979.79**, beginning on the **1ST** day of **DECEMBER, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2064** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.  
  
If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by**



**entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

**NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**



In Witness Whereof, I have executed this Agreement.

Jerin E Payne  
Borrower: **JERIN E PAYNE AKA JERIN EDWARD PAYNE**

10-29-2024  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF Madison

On this 29 day of October, 2024, before me personally appeared **JERIN E PAYNE AKA JERIN EDWARD PAYNE** 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.

\_\_\_\_\_ The notarial act was a remote notarial act using audio-video technology.

Chris Baumgart  
Notary Public (signature)

Notary Printed Name: Chris Baumgart  
(Seal, if any)  
My Commission expires: Jan. 29, 2026



In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By Melissa Buck VICE PRESIDENT  
(print name)  
(title)

NOV 06 2024  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

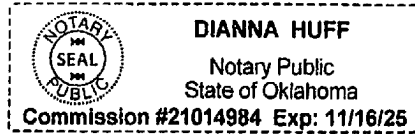
The instrument was acknowledged before me on NOV 06 2024 (date) by  
Melissa Buck, as VICE PRESIDENT of MIDFIRST BANK, A  
FEDERALLY CHARTERED SAVINGS ASSOCIATION.

\_\_\_\_\_ This notarial act was an online notarial act.

Dianna Huff  
Notary Public

Printed Name: Dianna Huff

My commission expires: NOV 16 2025



**THIS DOCUMENT WAS PREPARED BY:**  
**YUDOSHIA ROLLERSON**  
**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION**  
**501 N.W. GRAND BLVD**  
**OKLAHOMA CITY, OK 73118**

