

BK: 2025 PG: 2251
Recorded: 8/22/2025 at 8:28:45.0 AM
Pages 10
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Investor Loan # 236272492

Recording Requested By:
Freedom Mortgage Corporation
951 Yamato Road
Boca Raton, FL 33431

After Recording Return To:
Freedom Mortgage Corporation C/O:
Mortgage Connect, LP
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 820008600040000
Recording Number: 3614500

This document was prepared by Freedom Mortgage Corporation, Kory Schultz, 11988 Exit 5
PkwY Bldg 4, Fishers, IN 46037-7939, 855-690-5900.

Space Above This Line For Recording Data

Original Principal Amount: \$259,462.00
Unpaid Principal Amount: \$322,991.36
New Principal Amount: \$343,235.68

Loan Number: 0107128373
FHA Case No.: 161-3838504-703

Original Security Instrument recorded on Date 04/05/2019 in Book or Liber 2019, at page(s) 978,
and/or as Document/Instrument Number _____, in the Records of Madison County,
IOWA.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") between **MARK A MCCUTCHAN, A SINGLE PERSON** whose address is 1505 W COURT AVE, WINTERSET, IA 50273 ("Borrower" or "I") and **FREEDOM MORTGAGE CORPORATION** whose address is 951 Yamato Road, Boca Raton, FL 33431 ("Lender"), is given on 08/01/2025, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), made by **MARK A MCCUTCHAN, A SINGLE PERSON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS MORTGAGEE, AS NOMINEE FOR MIDWEST FAMILY LENDING CORP, ITS SUCCESSORS AND ASSIGNS** for \$259,462.00 and interest, dated 04/01/2019 and recorded on Date 04/05/2019 in Book or Liber 2019, at page(s) 978, and/or as Document/Instrument Number _____, in the Records of **Madison County, IOWA**, and (2) the Note bearing the same date as and secured by the Security

'If more than one Borrower or Mortgagor is executing this document, each is referred to as "Borrower" or "I." For purposes of this document, words signifying the singular (such as "Borrower" or "I") shall include the plural (such as "Borrowers" or "we") and vice versa where appropriate.

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Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at 1505 W COURT AVE WINTERSET, IA 50273. *See Exhibit A for Legal Description.*

Important Disclosures: The Federal Housing Administration ("FHA") requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") on the Property and (2) the Original Note secured by the Security Instrument. The Security Instrument and Original Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents.

1. My Representations. I certify, represent to Lender, and agree as follows:

- A. The Property has no more than four units, it has not been condemned, and it has no material adverse physical condition(s).
- B. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
- C. Under penalty of perjury, any documents or information I may have provided to Lender in connection with qualifying for this particular FHA loan modification program ("Program") and this Agreement are to the best of my knowledge accurate and complete.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement have not been met.
- B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan



Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.

C. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.

3. **The Modification.** If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on 09/01/2025 (the "Modification Effective Date") and all unpaid late charges, penalties, and fees that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.

A. The new Maturity Date will be: 09/01/2065

B. As of the Modification Effective Date, the new principal balance of my Original Note will be \$343,235.68 (the "New Principal Balance"). In servicing your loan, the Lender may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.

C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.

D. Interest at the fixed rate of 7.125% will begin to accrue on the New Principal Balance as of 09/01/2025 and my first new monthly payment on the New Principal Balance will be due on 10/01/2025. My fully amortizing payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
40 years	7.125%	\$2,164.21	\$891.72, may adjust periodically	\$3,055.93, may adjust periodically	10/01/2025	480

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

The total monthly payment amount shown does not include the cost for any optional products that may be on the mortgage loan.



The terms in this Section 3.D. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable- or step-interest rate.

- E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. The interest rate set forth in Section 3.D. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.

4. Additional Agreements. Lender and I agree to the following:

- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
 - (1) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have had before this modification.
- B. I authorize Lender to attach an Exhibit A to this Agreement, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office (or other recordation office) to allow for recording if and when Lender seeks recordation.
- C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.
- D. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or loan workout plan that I entered into with Lender before the Modification Effective Date of this Agreement.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may periodically change in accordance with the terms of my Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. The Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.



- G. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. If any pending foreclosure action is dismissed or withdrawn as a result of entering into this Agreement, Borrower will remain liable for and bear his/her/their own fees and costs incurred in connection with such foreclosure proceedings, if permitted by applicable law.
- I. The mortgage insurance premiums on the loan, if applicable, may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of modifying the loan.
- J. Any Borrower who co-signed the Security Instrument but did not execute the Original 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 Original Note or the Security Instrument without the Co-signer's consent.
- K. On and after the Modification Effective Date, any provision in the Original Note (or in any addendum or amendment to the Original Note) that allowed for the assessment of a penalty for full or partial prepayment of the Original Note, is null and void.
- L. I will cooperate fully with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Security Instrument, as modified by this Agreement, is in first lien priority position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- M. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Modification.
- N. Lender may collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit



score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s); (3) companies that perform support services for FHA or Lender; and, (4) any HUD-certified housing counseling agency.

O. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary ("Replacement Documents"). If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. I will deliver the Replacement Documents within ten days after I receive Lender's written request for such replacement.

P. CORRECTION AGREEMENT. The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this agreement, hereby grants Freedom Mortgage Corporation, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall remain in effect for the life of the loan beginning with the effective date of the undersigned borrower's agreement, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period, unless prohibited by applicable law.

Q. RETURN EXECUTED AGREEMENT. Borrower must deliver to Freedom Mortgage Corporation a properly signed agreement and all enclosed documents without alteration by 08/24/2025. If Borrower does not return a properly signed agreement and all enclosed documents by this date and make the first monthly payment pursuant to the terms of this agreement, Freedom Mortgage Corporation may deny or cancel this agreement. If the Borrower returns a properly signed agreement by said date, payments pursuant to the agreement are due as outlined in this agreement. Freedom Mortgage Corporation may deny or cancel this agreement if Borrower fails to make the first payment due pursuant to this agreement.



All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document may not be accepted and another copy of the Agreement may be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

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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.

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**Sign here to execute
Modification Agreement**

Mark A McCutchan
Mark A McCutchan
(Must be signed exactly as printed)

8 15 2025
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF 10th Ia COUNTY OF Madison

On the 15th day of Aug in the year 2025 before me, the undersigned, Notary Public, in and for said State, personally appeared by physical presence Mark A McCutchan, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and being informed of the contents of the instrument acknowledged before me that he/she/they voluntarily executed the same as its maker(s) in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose as his/her/their free act and deed.

Personally Known _____ OR Type of Identification Produced: Drivers license

WITNESS my hand and official seal.

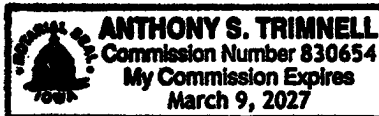
(Signature of notary public)

(Printed Name of notary public)

My commission expires: 03/09/27

(Notary Public Seal)

(Please ensure seal does not overlap any language or print)



DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Freedom Mortgage Corporation

By: Mortgage Connect, L.P., its attorney in fact

Cody Null

Name: Cody Null
Title: Assistant Vice President

08/21/2025

Date

[Space below this line for Acknowledgement]

STATE OF Pennsylvania

C O U N T Y O F A l l e g h e n y

On 21 day of August in the year 2025 before me, Diane McAdoo
Notary Public, personally appeared, Cody Null, Assistant Vice President of Mortgage
Connect, L.P., Attorney in Fact for Freedom Mortgage Corporation, personally known to
me (or 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 entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Diane McAdoo

Notary Signature

Diane McAdoo

Notary Public Printed Name
(exactly as printed on seal)

08/19/2028

Notary Public Commission
Expiration Date

(Please ensure seal does not overlap any language or print)

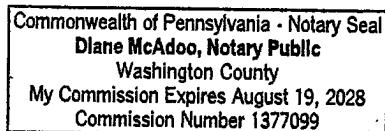


EXHIBIT A

All that certain lot or piece of ground situated in MADISON COUNTY, IOWA.

Lot Four (4) of Corkrean Third Addition to the City of Winterset, Madison County, Iowa.

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