



FILED NO. 5380  
 BOOK 2003 PAGE 5380

2003 SEP -9 PM 2:19

LE

When Recorded Mail to:  
 First American Title  
 Special Default Services  
 3355 Michelson Way, Suite 250  
 Irvine, CA 92612  
 Attn: Alex Velazquez

REC \$ 15<sup>00</sup>  
 AUD \$ 1<sup>00</sup>  
 R.M.F. \$ 5<sup>00</sup>

MICKI UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

Instrument prepared by:  
 Robin Robbins  
~~After recording return to:~~  
 US Bank Home Mortgage Corporation  
 4801 Frederica Street  
 Owensboro, KY 42301

US Bank Loan Number 5850019098

11-15876410  
 mps

**LOAN MODIFICATION AGREEMENT**

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS  
 ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
 ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
 THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement ("Modification") effective the 6<sup>th</sup> day of June, 2003, Between Michelle L. Fick-Pitzen Michelle Fick-Pitzen, marital status and Troy Pitzen Troy Pitzen, marital status ("Borrowers") and Federal Home Loan Mortgage Corporation ("Lender") amends and supplements (1) the Note ("Note") made by the Borrowers, dated May 4, 1998 in the principal sum of U.S. \$110,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument"), recorded on May 4, 1998 as Book No./ Instrument No.198 and Page No. 138 in the Clerk's Office of the Circuit Court of the County of Madison, State of Iowa. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 2751 Peru Road, Peru, IA 50222 the real property being described as follows:

SEE ATTACHED LEGAL DESCRIPTION NO LEGAL ATTACHED

72115126800000 700151262030000

The borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby 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 Borrower represents that the Borrower MP is is not the occupant of the property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$6,485.50 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of June 1, 2003 the amount, including such amounts which have been added to the indebtedness (if any) payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$110,886.08.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 5.25% beginning June 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S.\$553.18 beginning on the 1st day of July, 2003, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on June 1, 2043 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 4801 Frederica Street, Owensboro, KY 42301 or at such other place as the Lender may require.
4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorser, guarantors, securities, and other parties signing the Note or Security Instrument]

US BANCORP (Seal)  
Serving Agent for FHLMC

Michelle Fick-Pitzen  
Troy Pitzen

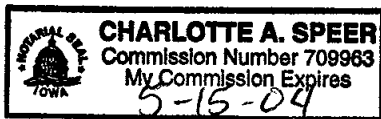
By: [Signature]  
Gregg W. Speer, as Attorney-in-fact for  
Federal Home Loan Mortgage Corporation

Space Below This Line For Acknowledgements

State of Iowa  
County of Madison

On the 9<sup>th</sup> day of June, 2003, before me, the undersigned, personally appeared **Michelle L. Fick-Pitzen and Troy Pitzen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID.  
MY COMMISSION EXPIRES: 5-15-2004



Charlotte A. Speer  
Notary Signature  
Charlotte A. Speer  
Name (Typed or Printed)

Notary County of Residence (State of Indiana Only)

\*\*\*Must have two witness signatures

Linda K. Anderson  
Witness 1 for Borrower

Jeannie Utsher  
Witness 2 for Borrower

Linda K. Anderson  
Witness 1: Printed Name

Jeannie Utsher  
Witness 2: Printed Name

Mandi Cook  
Witness 1 for Lender

Nora Hinton  
Witness 2 for Lender

Mandi Cook  
Witness 1: Printed Name

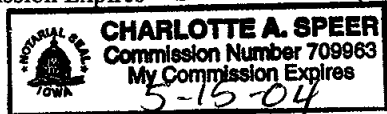
Nora Hinton  
Witness 2: Printed Name

State of Kentucky  
County of Daviess

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Gregg W. Speer, to me known to be a Vice President of US Bancorp, as servicing agent and attorney in fact for Federal Home Loan Mortgage Corporation, who executed the foregoing instrument and acknowledged before me that Gregg W. Speer executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 6<sup>th</sup> day of June, 2003.

My Commission Expires 5-15-2004



Charlotte A. Speer  
Notary Public  
Charlotte A. Speer  
Name (Typed or Printed)

State of Kentucky  
County of Daviess

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Gregg W. Speer, to me know to be a Vice President of US Bank Home Mortgage, N.A. who executed the foregoing instrument and acknowledged before me that Gregg W. Speer executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 13 day of June 2007.

My Commission Expires \_\_\_\_\_

