

Document 2005 5324

Book 2005 Page 5324 Type 04 002 Pages 6
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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

X
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ABN AMRO LOAN #: 0637166181
THIS DOCUMENT WAS PREPARED BY: JANICE WILLIAMS

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), effective the **1st day of October 2005**, between **RICKY ESPELAND AND MICHELLE ESPELAND** ("Borrower") and ABN AMRO Mortgage Group, Inc ("Lender"), amends and supplements (1) the Note ("Note") made by **RICKY ESPELAND AND MICHELLE ESPELAND, WIFE AND HUSBAND** in the original principal sum of **\$191,600.00** U.S. dollars dated June 17, 2003 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated June 17, 2003 **Recorded June 25, 2003 FILED NO-3700 BOOK 2003 PAGE 3700** in the Official Records of Madison County, IA 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: **2042 RUSTIC LN, WINTERSET, IA 50273** the real property being described as follows:

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 agreements 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 is the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of **\$4,527.38** has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **October 1, 2005**, 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. **\$190,234.41**

When Recorded Return To: MOD 1
✓ First American Title Company MPG
P.O. Box 27670
Santa Ana, CA 92799 ⁹⁹⁹¹ 2608170
Attn: Loss Mitigation Title Services

Modification Agreement Page Two

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 the yearly rate of **5.8%**, beginning **October 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,159.34** beginning on the **1st day of November, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **July 01, 2033** (the "Modified 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 Modified Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, 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 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.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

 1-4 Family Rider - Assignment of Rents

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]

Modification Agreement
Signature Page 3

Witness By:

Patty Green
Signature
Print Patty Green

Ricky Espeland 9/20/05
Signature Date
RICKY ESPELAND

Jeffrey Jordan Pros/CEO
Signature
Print Jeffrey Jordan
Pros/CEO

Michelle Espeland 9/20/05
Signature Date
MICHELLE ESPELAND

State of Florida
County of Madison

The foregoing instrument was acknowledged before me on this the 20 day of September, 2005 by

Ricky Espeland AND Michelle Espeland

residing at 2042 Quatic Lane Winter Park and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence () to be the person(s) as stated above and who did/did not take an oath.



Sandra D. Corkrean
Notary Public

PLEASE DO NOT WRITE BELOW THIS LINE

LENDER:

Date 9/27/05

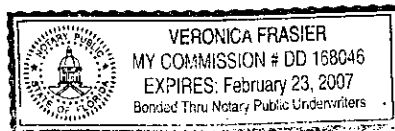
ABN AMRO Mortgage Group

By: Paula Webb
Paula Webb
Its: Vice President

State of Florida
County of Duval

On this 27th day of September, 2005 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage Group, Inc. Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me.

Veronica Frasier
Notary Public



Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the **1st day of October, 2005**, is incorporated into an shall be deemed to amend and supplement the Loan Modification Agreement of the same date made **RICKY ESPELAND AND MICHELLE ESPELAND** (the "Borrower") and ABN AMRO Mortgage Group, Inc (the "Lender") covering the property described in the Loan Modification Agreement located at: **2042 RUSTIC LN, WINTERSET, IA 50273**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty 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.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

9/20/05
Date

9/20/05
Date


RICKY ESPELAND


MICHELLE ESPELAND

EXHIBIT "A"

SITUATED IN MADISON COUNTY, IOWA:

PARCEL "C", LOCATED IN THE SOUTHEAST QUARTER (1/4), THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4), AND THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 352 ON DECEMBER 1, 1998, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND

PARCEL "D", LOCATED IN THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 553 ON MARCH 24, 2000, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

A. P. No.: 400072500010000

STATEMENT OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.



Lori Elrod

Modification Specialist

First American Title
3 First American Way
Santa Ana, CA 92707