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Book 2006 Page 4919 Type 04 002 Pages 6  
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MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

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PREPARED BY: MARIE KOBRICK  
ADDRESS: 5151 CORPORATE DRIVE  
TROY, MI 48098  
PHONE NO.: (248)312-5053

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LOAN MODIFICATION AGREEMENT

Assignor: BRIAN D. SWANSON

Assignee: FLAGSTAR

REFERENCE NUMBER (S) OF DOCUMENTS RELEASED/ASSIGNED/MODIFIED:

RECORDED: 11/23/03

INSTRUMENT: -

BOOK:2003 PAGE: 6974

Legal description on page: 5  
Tax id#: 820001301013000

MAIL TAX STATEMENTS TO:

Company name: FLAGSTAR BANK

Address: 5151 CORPORATE DRIVE TROY, MI 48098

When recorded mail to:

First American Title

Loss Mitigation Title Services-LMTS

P.O. Box 27670

Santa Ana, CA 92799

Attn: MOD DEPT.

State: IOWA

County: MADISON

Order No.: 3155914



RECORD AND RETURN TO:  
FIRST AMERICAN TITLE *MPG*  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS  
*3155914*

Tax Parcel No.: 820001301013000

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999787928

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **OCTOBER, 2006**, between **Brian D. Swanson, a single man and Carla Campbell, a single woman**

("Borrower") and **FLAGSTAR BANK, FSB**

("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **NOVEMBER 21, 2003** and recorded in **Book 2003, Page 6974**, of the **Official** Records of

*Original Loan Amount \$74,250.00*  
**Madison COUNTY, IOWA** [Name of Records] and (2) the Note, bearing the same date as, and secured by,

[County and State, or other Jurisdiction] the Security Instrument, which has been assigned MERS Registration No. **100052599978792840** and MERS Registration Date **NOVEMBER 21, 2003**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **502 1st. St., Winterset, IOWA 50273**

[Property Address]

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **NOVEMBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **78,492.90**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 **7.125** %, from **NOVEMBER 1, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **545.74**, beginning on the **1ST** day of **DECEMBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.125** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **DECEMBER 01, 2033** (the "Maturity Date"), 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.

Borrower will make such payments at **5151 CORPORATE DRIVE TROY, MICHIGAN 48098** or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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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.

**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.

  
Name: Linda M. Krasicky  
Its: First Vice President

-Lender

  
Brian D. Swanson

- Borrower

  
Carla Campbell

- Borrower

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Iowa [Space Below This Line for Acknowledgments] Dallas

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

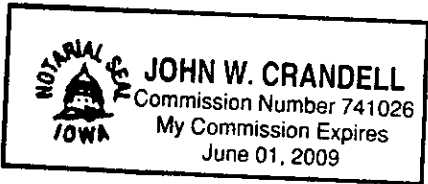
The foregoing instrument was acknowledged before me this Oct. 30<sup>th</sup>, 2006 by **Brian D. Swanson AND Carla Campbell**

Signature of Person Taking Acknowledgment John W. Crandell

Printed Name John W. Crandell

Title or Rank Notary

Serial Number, if any Commission # 741026



**LENDER ACKNOWLEDGMENT**

STATE OF Michigan COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 11-4-06 by **Linda M. Krasicky**, the **First Vice President**

of Flagstar Bank

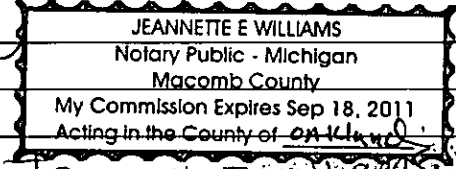
a Federal Savings Bank, on behalf of said entity.

Signature of Person Taking Acknowledgment Jeannette E. Williams

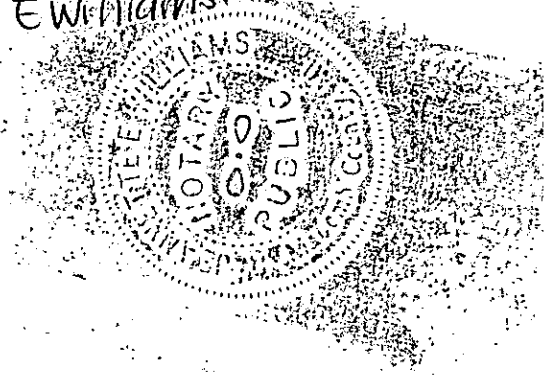
Printed Name JEANNETTE E WILLIAMS

Title or Rank Notary Public - Michigan

Serial Number, if any Macomb County  
My Commission Expires Sep 18, 2011  
Acting in the County of Oakland



**THIS DOCUMENT WAS PREPARED BY:**  
**Marie Kobrick**  
**FLAGSTAR BANK, FSB**  
**5151 CORPORATE DRIVE**  
**TROY, MI 48098**



LOTS ONE (1) AND TWO (2) IN BLOCK ONE (1) OF BOWLSBY'S ADDITION TO THE TOWN OF  
WINTERSET, MADISON COUNTY, IOWA.