

INDX ✓
ANNO ✓
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON IOWA

(Space above This Line For Recording Data)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Lenders Loan Number: MIN: 100257100030059881	MERS Phone: 1-888-679-6377
--	----------------------------

LM 619
Prepared by + Return to:
Jessica Novak
Mid Country Bank
1001 Labore Industrial Court, Ste E.
Vadnais Heights, MN 55110

This Loan Modification Agreement ("Agreement"), made this **15th** day of **June 2007**, between **Richard D. Nelson and Buffy J. Nelson, husband and wife**

("Borrower") and **MidCountry Bank Registration Systems, Inc.** ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **June 8, 2006** and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber **2006**, at pages **2377**, or as Document Number **20062377**, of the County Records of **Madison**

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

**2670 140th Street
Van Meter, IA 50261**



the real property described being set forth as follows:

Parcel "C" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 5.62 acres, as shown in Plat of Survey filed in Book 2004, page 2753 on June 14, 2004 in the Office of the Recorder of 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 **June 15, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **289,000.00**, 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 **6.6250%**, from **June 15, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,850.50** beginning on the **1st** day of **August 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.6250** 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 **July 01, 2037** (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 **MidCountry Bank, 1001 Labore Industrial Court, Suite E, Vadnais Heights, MN 55110**

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.

5. 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.

In witness whereof, the parties have executed this Agreement

Richard Nelson
Richard D. Nelson

Buffy Nelson
Buffy J. Nelson

Lender: MidCountry Bank

By: Paul N. Lohmann
Vice President
MidCountry Bank

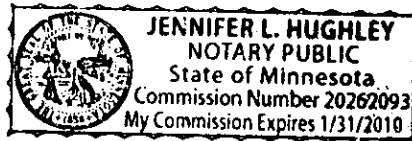
(SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS)

THIS INSTRUMENT WAS DRAFTED BY:

Jessica Novak
MidCountry Bank
1001 Labore Industrial Court, Suite E
Vadnais Heights, MN 55110
STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 15th day of June 2007
By Paul N. Lohmann, Vice President of MidCountry Bank
Under the laws of the United States of America

Jennifer L. Hughley
Notary



STATE OF IA
COUNTY OF ~~Madison~~ Pak

On this 15th day of June 2007 before me appeared
Richard D. Nelson and Buffy J. Nelson, husband and wife
Personally known to be the person(s) described in and who executed the foregoing instrument and
acknowledge that they executed the same as them free act and deed

Ross F. Barney
Notary

