

INDX ✓  
ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

After Recording Return To:  
✓ FHHL-Post Closing Mail Room  
1555 W. Walnut Hill Ln #200 MC 6712  
Irving, TX 75038  
Loan Number: 0057890089

(Space Above this Line for Recording Data)

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

This Loan Modification Agreement ("Agreement"), made this 6th day of SEPTEMBER, 2007, between SHARYL A SAUER & DURWIN SAUER, Wife & Husband As Joint Tenants

(“Borrower”) and  
FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A.  
SUCCESSOR BY MERGER TO FIRST HORIZON HOME LOAN CORPORATION (“Lender”),  
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (“The Security Instrument”),  
dated 5/22/2006 and recorded in DOCUMENT BOOK PAGE 2006 2096  
of the Land / Official Records of Madison County, 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  
1365 POINTE COURT, CUMMING, Iowa 50061

(Property Address)

The real property described being set forth as follows:


LOT TWENTY-EIGHT (28) OF POLO POINTE PLAT 2 SUBDIVISION, A SUB-DIVISION IN THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4), SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4), NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) AND THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTY-SEVEN NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AND PARCEL B OF LOT TWENTY-SEVEN (27) OF SAID POLO POINTE PLAT 2, AS SHOWN IN PLAT OF SURVEY FILED ON MARCH 13, 2006, IN BOOK 2006, PAGE 981 OF THE RECORDS OF THE

Initials

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):

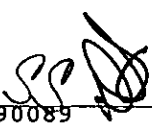
1. As of 9/06/2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 379,400.00. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the Lender the sum of U.S. \$ 379,400.00 (the "Principal Balance"), consisting of the amount(s) loaned to borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Principal Balance at the yearly rate of 6.875 %, from 9/06/2007. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,492.39, beginning on the first day of NOVEMBER, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 10/01/2037 (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 PO BOX 809, MEMPHIS, TN 38101 or at such other place as Lender may require.
3. The lien and security interest secured by this Agreement is a "Renewal and Extension" effective as of 9/06/2007. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the indebtedness evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein.
4. 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 the 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 delivered or mailed within which the 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.

Initials

  
0057890089

Loan Mod Agrmnt. 0807

5. 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; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or documents 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.
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.
7. **No Oral Agreements: THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Initials   
0057890089

Loan Mod Agrmnt. 0807

ACCEPTED AND AGREED TO BY THE  
OWNER AND HOLDER OF SAID NOTE

FIRST HORIZON HOME LOANS,  
A DIVISION OF FIRST TENNESSEE BANK N.A.

By: Robin Smith  
ROBIN SMITH  
Its: VICE PRESIDENT

Sharyl A. Sauer  
Borrower SHARYL A SAUER  
Durwin Sauer  
Borrower DURWIN SAUER  
Borrower  
Borrower

State of IOWA :  
County of POLK :

Before me, a Notary Public on this day personally appeared

SHARYL A SAUER & DURWIN SAUER

known to me (or proved to me) on the oath of \_\_\_\_\_,  
through Iowa Drivers License (description of identity card or other document) to be  
the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he/she/they  
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of this office this 6<sup>th</sup> day of September, 2007

(Seal)



Deborah R. Durant  
Notary Public

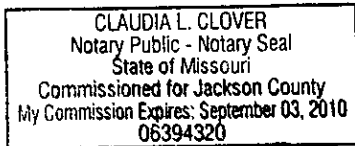
Corporate Acknowledgement

State of MISSOURI :  
County of JACKSON :

Before me, the undersigned authority, on this day personally appeared ROBIN SMITH,  
a VICE PRESIDENT of FIRST HORIZON HOME LOANS,  
A DIVISION OF FIRST TENNESSEE BANK N.A. (personally known to  
me or proved to me on the basis of satisfactory evidence) subscribed to the foregoing instrument, and  
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the  
act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of this office this 7<sup>TH</sup> day of SEPTEMBER, 2007

(Seal)



Claudia L. Clover  
Notary Public

0057890089