

FILED NO. 000447

BOOK 2002 PAGE 447

2002 JAN 29 PM 1:41

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

After Recording Return To:  
First American Loss Mitigation Services, Inc.  
[Company Name]

COMPUTER   
RECORDED   
COMPARED

When Recorded Return To: 846943

First American Title Insurance Co.

3 First American Way  
Santa Ana, CA 92707  
Attn: Loan Modification Dept.

C

REC \$ 30<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

Prepared By:  
Ruth Ruhl, Esquire  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087  
(877) 766-6677

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS  
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

[Space Above This Line For Recording Data]

Loan No.: 1389787

FHA Case No.: 161-1811698

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of January, 2002, between Chad L. Miller ("Borrower") and Principal Residential Mortgage, Inc. ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 10, 1999 and recorded in Book/Liber 211, Page 870, Instrument No. N/A, of the Official Records of Madison County, Iowa, and (2) the Note [Name of Records] [County and State, or other Jurisdiction] in the original principal sum of U.S. \$ 82,957.00, 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 1424 West South Street, Winterset, Iowa 50273

[Property Address]

Initials CLM Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

Loan No : 1389787

the real property described being set forth as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF IOWA, COUNTY OF MADISON, CITY OF WINTERSET, AND DESCRIBED AS FOLLOWS:

LOT 6 OF THE SUBDIVISION OF LOTS 7 AND 8 IN VALLEY VIEW ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA.

PARCEL# 82000400080000

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 January 1st, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 87,263.63, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 8.000%, from January 1st, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 653.23, beginning on the 1st day of February, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2029, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Principal Residential Mortgage, Inc., 711 High Street, Des Moines, Iowa 50392-0780 or at such other place as the Lender may require.

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

If the Lender exercises this option, the Lender shall give the 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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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 document that is affixed to, wholly or partly 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.

Initial CLM Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

Loan No.: 1389787

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 agreement 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

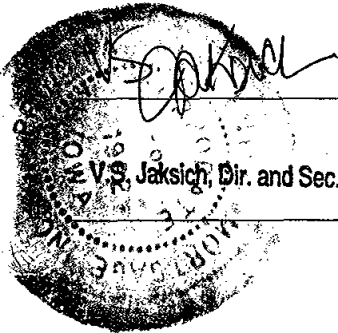
Principal Residential Mortgage, Inc. \_\_\_\_\_ (Seal)  
-Lender

 \_\_\_\_\_ (Seal)  
Chad L. Miller -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower



V.S. Jaksich, Dir. and Sec. Default Adm.

[See Attached Acknowledgment(s)]

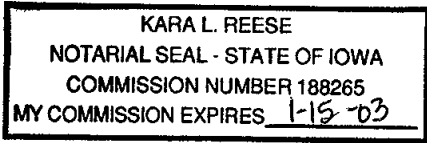
**BORROWER ACKNOWLEDGMENT**

State of Iowa §  
County of ~~Madison~~ Polk §  
§

The foregoing instrument was acknowledged before me December 31<sup>st</sup>, 2001 [date],  
by Chad L. Miller

[name of person acknowledged].

(Seal)



Kara L. Reese  
Notary Public, State of Iowa

My Commission Expires: 1-15-03

**LENDER ACKNOWLEDGMENT**

State of Iowa §  
County of Polk § ss.:  
§

On this 7 day of Jan., A.D. 2002, before me, a Notary  
[title of acknowledging officer], in and for said county, personally  
appeared V.S. Jaksich, Dir. and Sec. Default Adm. to me personally known, who being by me duly (sworn or  
affirmed) did say that person is [title of executing officer] of said entity  
and that said instrument was signed on behalf of said entity by authority of its board of (directors or trustees) and the  
said V.S. Jaksich, Dir. and Sec. Default Adm. acknowledged the execution of said instrument to be the voluntary  
act and deed of said entity by it voluntarily executed.

(Seal)



Allison Rumbaugh  
Notary Public, State of Iowa

My Commission Expires: 4/19/04

# EXHIBIT

## ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this                    day of 12-31-01

Chad L. Miller                    12-31-01 (Seal)  
Chad L. Miller                    -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

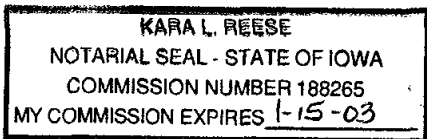
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

State of Iowa                    §  
   §  
County of Polk                    §

The foregoing instrument was acknowledged before me on December 31<sup>st</sup>, 2001 [date],  
by Chad L. Miller [name of person acknowledged].

(Seal)



Kara L. Reese  
Notary Public, State of Iowa  
My Commission Expires: 1-15-03

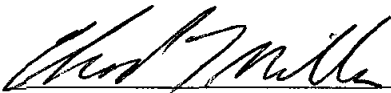
**EXHIBIT**

**NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT 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.**

**Receipt of Notice:** The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.



Chad L. Miller

-Borrower

\_\_\_\_\_ -Borrower

\_\_\_\_\_ -Borrower

\_\_\_\_\_ -Borrower