

BK: 2010 PG: 2819 Type 04 002 Pages 6
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Fee Amount: \$34.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INDX ✓
ANNO ✓
SCAN
CHEK

This Document Prepared by:

AIMEE AUSTIN
U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301
PHONE: 270-689-7549

7810453576

Document Type: **LOAN MODIFICATION**
Borrower: **ANDY THOMPSON AND TRACY THOMPSON**

Lender: **Mortgage Electronic Registration Systems, Inc.**
by U.S. Bank, NA, (authorized agent, Nominee)
REFERENCE NUMBER (S) OF DOCUMENTS RELEASED/ASSIGNED/MODIFIED:
RECORDED: 01/06/2006 INSTRUMENT: 2006125 BOOK: 2006 PAGE: 125

Legal description on page: 2 OF THE DOCUMENT

Tax ID#: **700150300011100**

MAIL TAX STATEMENTS TO:

Company name: **Mortgage Electronic Registration Systems, Inc.**
by U.S. Bank, NA, (authorized agent, Nominee)
Address: **4801 FREDERICA STREET, OWENSBORO, KENTUCKY 42301**

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.: _____

[Space Above This Line For Recording Data]

This instrument was prepared by:

Freddie Mac Loan No. 322243718

Individual's Name/Title:

Loan No. 7810453576

AIMEE AUSTIN

MERS MIN

1000212 7810453576 5

Post Office Address:

4801 FREDERICA STREET

OWENSBORO, KENTUCKY 42301

Phone:

When Recorded Mail To:

FIRST AMERICAN TITLE

P.O. BOX 27670

SANTA ANA, CA 92799-7670

ATTN: LMTS

Phone: 800-365-7900

Original Recorded Date: JANUARY 6, 2006

Original Principal Amount: \$ 69,350.00

**LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)**

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 24TH day of JUNE, 2010, between

Mortgage Electronic Registration Systems, Inc.

by U.S. Bank, NA, (authorized agent, Nominee)

("Lender")

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Mortgagee"),

and ANDY THOMPSON AND TRACY THOMPSON

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# IAFRS161 Rev. 07-08-08

Form 5161
3/04 (page 1 of 5)

IOWA

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Lender dated **JANUARY 6, 2006**, in the original principal sum of U.S. \$ **69,350.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in

of the **Official** Records of **MADISON COUNTY, IOWA**. The
[Name of Records] [County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

2855 PIONEER AVENUE, PERU, IOWA 50222

[Property Address]

LEGAL DESCRIPTION

the real property described being set forth as follows:

BLOCK TEN (10), AND THE VACATED STREETS AND ALLEYS ADJACENT THERETO, AND BLOCK THREE (3), AND THE VACATED STREETS AND ALLEYS ADJACENT THRETO, ALL IN THE TOWN OF PERU, MADISON COUNTY, IOWA.

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

1. **Current Balance.** As of **JUNE 24, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **68,710.33**.
2. **Interest Rate.** 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 **6.125** %, beginning **JULY 1, 2010**, both before and after any default described in the Note. The yearly rate of **6.125** % will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. \$ **384.06**, beginning on the **1ST** day of **AUGUST, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2050** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. **Place of Payment.** Borrower must make the monthly payments at **4801 Frederica Street Owensboro, Kentucky 42301** or such other place as Lender may require.

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5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand of Borrower.

7. Compliance with Covenants. 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.

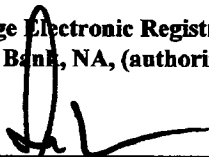
(Acknowledgments on following page)

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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 where 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, Lender and Borrower have executed this Agreement.

Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA, (authorized agent, Nominee)



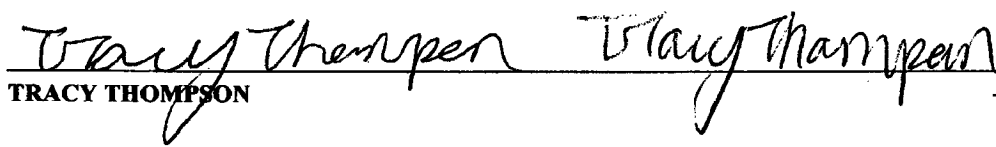
Name: GREGG SPEER
Its: SENIOR VICE PRESIDENT

- Lender



ANDY THOMPSON

- Borrower



TRACY THOMPSON

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Madison Co. Iowa

This instrument was acknowledged before me on ANDY THOMPSON AND TRACY THOMPSON

July 9, 2010 (date) by

(name(s) of person(s)).

Joan Welch
(signature of notarial officer)

(Stamp or Seal)

1-12-13

Notary
Title (and Rank)

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVISS

This instrument was acknowledged before me on GREGG SPEER
of US BANKING

8/13/10 (date) by
as SENIOR VICE PRESIDENT

Carl H
(signature of notarial officer)

(Stamp or Seal)



Notary Public
Title (and Rank)