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INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Fannie Mae Loan # 4004633765

Servicer Loan # 16001034

_____[Space Above This Line For Recording Data]_____

✓ Prepared by and Return to: Jennifer Roterling/Senior Collector @ Merchants Bank, N.A.,
102 E 3rd Street, Winona, MN 55987 Phone: 507-457-1131

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of October, 2012, between Dan Bush and Shari Bush, as married persons ("Borrower") and MERCHANTS BANK, NATIONAL ASSOCIATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 31, 2005 and recorded in Book or Liber November 4, 2005, at pages 2005-5343, of the Madison County, Iowa Records of Madison County Recorder, Iowa (Name of Records), 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 711 14TH AVE WINTERSET, IA 50273, the real property described being set forth as follows:

Lot Eight 8 in Block Five 5 of Birchwood Estates Plat No. 1, an Addition to the City of Winterset, 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 01/01/2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$251,138.64 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to paid 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 5.7500%, from 01/01/2013. Borrower promises to make monthly payments of principal and interest of U.S. \$1,338.29, beginning on the 1st. day of February, 2013 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.7500% will remain in effect until principal and interest are paid in full. If on 01/01/2053, (the "Maturity Date"), the Borrower shall pay these amounts in full on the Maturity Date.

3. In all or any part of the Property or any interest in its 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 the lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period or not less than 30 days from the day the notice is delivered or mailed 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, 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 date specified in paragraph No. 1 above:

a) all terms and provisions of the Note and the 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 being 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 it is affixed to, wholly or partially incorporate into, or is part of the Note or Security instrument an that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to the default in the making of payments under the Security Instruments shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instruments shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instruments shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Borrower has not right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instruments.

(d) 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.

(e) All cost and expenses incurred by Lenders in connection with this Agreement, including recording fees, title examination, and other attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Merchants Bank (Seal)

Lender

William L. Bruch (Seal)

Borrower

By: Joseph R. Hartung

Shari L. Bruch (Seal)

Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Iowa

County of Madison

On this 21st day of January, 2013 before me appeared Dan Bush to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Cindy M. Bush

Notary Public

My Commission Expires:



State of Iowa

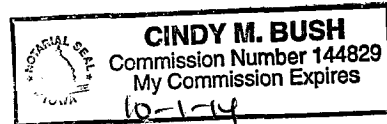
County of Madison

On this 21st day of January, 2013 before me appeared Shari Bush to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Cindy M. Bush

Notary Public

My Commission Expires:



State of Minnesota

County of Winona

On this 25th day of January, 2013 before me appeared Jennifer Rotering to me personally know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Sandra J. Hoppe

Notary Public

My Commission Expires:

