



Document 2014 554

Book 2014 Page 554 Type 04 002 Pages 4

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11 day of February, 2014, between MICHAEL D MILLER ("Borrower") And DARLA J MILLER ("Coborrower") and Bank of the West ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated August 17, 2006 and recorded August 21, 2006 in

Book 2006 Page 3439

Madison

[Name of Records]

[County and State or other Jurisdiction]

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

1736 210TH ST, WINTERSSET, IA 50273

(Property Address)

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

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 February 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. one hundred three thousand two hundred fifty-eight and 73/100 (\$103,258.73), consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.000%, from February 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$ 414.17, beginning on the 01 day of March, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.000% will remain in effect until principal and interest are paid in full. If on September 1, 2046 (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.
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 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

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.

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. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument 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 Instrument 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 Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder 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) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) 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.

BORROWER(S)

(Seal)
BANK OF THE WEST - LENDER

Michael D Miller 2/18/14
MICHAEL D MILLER DATE

By: John A. Matuszeski
John A. Matuszeski
Vice President
Manager of Mortgage Servicing

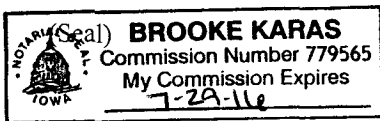
Darla J Miller 2-18-14
DARLA J MILLER DATE

2/21/14
Date of Lender's Signature



STATE OF IA)
) SS.
COUNTY OF Madison)

On 2-18-14, before me, Brooke Karas
personally appeared MICHAEL D MILLER AND DARLA J MILLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.



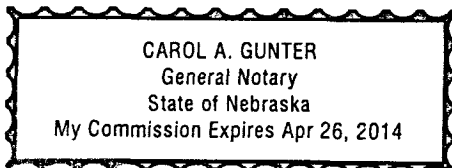
Brooke Karas
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On Feb 21, 2014, before me the undersigned, a Notary Public, personally came John A. Matuszeski, Vice President of Bank of the West, a California banking corporation, to me personally known to be the identical person whose name, as such officer, is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Bank in said official capacity voluntarily done and executed.

(Seal)

Carol A Gunter
Notary Public



✓ This document prepared by:
Nicole Kelly
Bank of the West
NE-BBP-02-1
13505 California Street
Omaha, NE 68101

EXHIBIT "A"

A parcel of land in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-two (32), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Northwest corner of Section Thirty-two (32), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence Along the North line of said section on an assumed bearing of North 90°00'00" East, 1516.18 feet to the Point of Beginning, thence South 00°04'12" West 353.20 feet, thence South 89°57'19" East 200.17 feet, thence North 00°04'12" East 353.36 feet to the North line of said section, thence North 90°00'00" West 200.17 feet to the Point of Beginning, containing 1.623 acres, more or less including public road, and 1.470 acres, more or less excluding public road,