



Document 2015 2919

BK: 2015 PG: 2919 Type 04 002 Pages 6  
Recorded: 10/6/2015 at 10:21:35.0 AM  
Fee Amount: \$32.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

INDX  
ANNO  
SCAN  
CHEK

This Document Prepared By:  
ANGELA EVERLY  
U.S. BANK N.A.  
OWENSBORO, KY 42301  
(800) 365-7772

~~When recorded mail to #:~~ 9625954  
First American Title  
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BAKER - PROPERTY REPORT  
Tax/Parcel #: 820000310070000

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

[Space Above This Line for Recording Data]

Original Principal Amount: \$60,697.00  
Unpaid Principal Amount: \$54,966.26  
New Principal Amount \$63,817.50  
New Money (Cap): \$8,851.24

FHA/VA/RHS Case No.: 703 161-2226323  
Loan No: 4800209585

S0513593

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 22ND day of JULY, 2015, between ROBERT J BAKER AND, JOLENE A BAKER AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON ("Borrower"), whose address is 316 SOUTH 7TH AVENUE, WINTERSET, IOWA 50273 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated DECEMBER 22, 2006 and recorded on DECEMBER 28, 2006 in BOOK 2006 PAGE 5351, MADISON COUNTY, IOWA, and (2) the Note, in the original principal amount of U.S. \$60,697.00, 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  
316 SOUTH 7TH AVENUE, WINTERSET, IOWA 50273

BAKER  
50513593

IA

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

the real property described is located in **MADISON COUNTY, IOWA** and being set forth as follows:

**LOT TEN (10), BLOCK EIGHTEEN (18) OF WEST ADDITION TO THE CITY OF WINTERSSET, IN MADISON COUNTY, IOWA.**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, **AUGUST 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$63,817.50**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$8,851.24** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.1250%**, from **AUGUST 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$309.29**, beginning on the **1ST** day of **SEPTEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2045** (the "Maturity Date"), the 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 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 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 cancelled, 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 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. **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 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

**NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

In Witness Whereof, I have executed this Agreement.

Robert J Baker  
Borrower: **ROBERT J BAKER**

8-4-15  
Date

Jolene A Baker  
Borrower: **JOLENE A BAKER**

8-04-15  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF Madison

On this 4 day of August, 2015, before me personally appeared **ROBERT J BAKER, JOLENE A BAKER** to me personally known, to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Barbara T Bitz  
Notary Public

Printed Name: Barbara T Bitz  
(Seal, if any)

My Commission expires:  
6-8-16



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Angela Evans  
By Angela Evans (print name)  
Mortgage Document Officer (title)

8-7-15  
Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

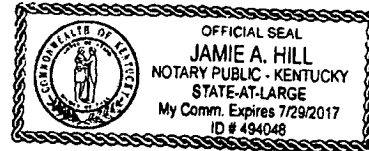
**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 8-7-15 by  
ANGELA EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
a National Banking Assoc. on behalf of said national association.

J Hill  
Notary Public

Printed Name: JAMIE HILL

My commission expires: 7-29-17



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **ROBERT J BAKER AND, JOLENE A BAKER AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON** to **UNIVERSAL MORTGAGE CORPORATION** for **\$60,697.00** and interest, dated **DECEMBER 22, 2006** and recorded on **DECEMBER 28, 2006** in **BOOK 2006 PAGE 5351**. Mortgage tax paid: \$

This mortgage was assigned from **UNIVERSAL MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES** (assignee), by assignment of mortgage dated and recorded on **JULY 21, 2010** in **BOOK 2010 PAGE 1662**.