

BK: 2015 PG: 3611
Recorded: 12/7/2015 at 11:02:10.0 AM
Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

This Document Prepared By:
DAVID THOMAS WILSON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1477

When recorded mail to: #:9757979
First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: CASTILLO - PR DOCS

Tax/Parcel #: 820003603050000

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$185,835.00 **FHA/VA Loan No.:** 
Unpaid Principal Amount: \$170,199.95 **Loan No: (scan barcode)**
New Principal Amount \$190,247.14
New Money (Cap): \$20,047.19

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this **23RD** day of **SEPTEMBER, 2015**, between **LARRY CASTILLO AND JULIA CASTILLO** ("Borrower"), whose address is **605 W FILMORE ST, WINTERSET, IOWA 50273** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 2, 2009** and recorded on **FEBRUARY 9, 2009** in **BOOK 2009 PAGE 348, MADISON COUNTY, IOWA**, and (2) the Note, in the original principal amount of U.S. **\$185,835.00**, 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 **605 W FILMORE ST, WINTERSET, IOWA 50273**

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

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF A.B. SHRIVER'S ADDITION TO THE TOWN OF WINTERSET 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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **NOVEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$190,247.14**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$20,047.19** 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.
3. 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 **3.7500%**, from **NOVEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$881.06**, beginning on the **1ST** day of **DECEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 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.
4. 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.
5. The 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.
6. 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.
7. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

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.

Larry Castillo
Borrower: LARRY CASTILLO

9/29/15
Date 29 of

Julia Castillo
Borrower: JULIA CASTILLO

9/29/15
Date

Borrower: _____

Date _____

Borrower: _____

Date _____

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF MADISON

On this 29 September 2015 before me, a Notary Public, personally appeared LARRY CASTILLO, JULIA CASTILLO, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Michael O'Neil Hughes
Notary Public

Print Name: Michael O'Neil Hughes
(Seal, if any)

My commission expires: 02 JUNE 2016



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Zerihun Mulugeta Gezahegn
Vice President Loan Documentation

10/20/15

Zerihun Gezahegn
By

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

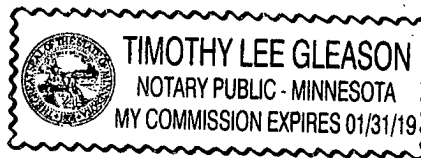
LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 10-20-2015 by
Zerihun Mulugeta Gezahegn, the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

Timothy Lee Gleason
Notary Public



Printed Name: Timothy Lee Gleason

My commission expires: 1-31-2019

THIS DOCUMENT WAS PREPARED BY:
DAVID THOMAS WILSON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

