

BK: 2015 PG: 3857  
Recorded: 12/31/2015 at 8:28:47.0 AM  
Fee Amount: \$42.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

This Document Prepared By:  
RHIANNON LOCKWOOD  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715  
(800) 416-1472

When Recorded Mail To:  
FIRST AMERICAN TITLE  
ATTN: LMTS  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670

Tax/Parcel #: 400073480050000 00

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

Original Principal Amount: \$102,055.00	FHA/VA Loan No.: [REDACTED]
Unpaid Principal Amount: \$65,644.96	FHA Case No.: 703 161-2674351
New Principal Amount \$50,449.25	Loan No: (scan barcode)
Total Cap Amount: \$0.00	

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

This Loan Modification Agreement ("Agreement"), made this 5TH day of NOVEMBER, 2015, between MARTEN B HAM ("Borrower"), whose address is 2582 225TH TRAIL, 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 OCTOBER 27, 2009 and recorded on NOVEMBER 6, 2009 in BOOK 2009 PAGE 3346, MADISON COUNTY, IOWA, and (2) the Note, in the original principal amount of U.S. \$102,055.00, 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 2582 225TH TRAIL, WINTERSET, IOWA 50273

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

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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.

A. As of, **DECEMBER 1, 2015** the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$50,449.25** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

B. With the Modification you will have a total partial claim due of **\$17,072.40**, which includes **\$14,398.63** that has been reduced from the Unpaid Principal Balance to reach the New Principal Balance above. This agreement is conditional on the proper execution and recording of this HUD Partial Claim.

2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.2500%**, from **DECEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$248.18**, beginning on the **1ST** day of **JANUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 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 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.

5. 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.
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.
8. 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.

Marten B Ham  
MARTEN B HAM  
[Space Below This Line for Acknowledgments]

11-12-15  
Date

**BORROWER ACKNOWLEDGMENT**

STATE OF Iowa  
COUNTY OF Madison

On this 11-12-2015 before me, a Notary Public, personally appeared **MARTEN B HAM**, 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.

C S Flyckt  
Notary Public

Print Name: C S Flyckt  
(Seal, if any)  
My commission expires: 07-09-2016



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Zerihun Mulugeta Gezahegn  
Vice President Loan Documentation

12/9/15

*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 12-09-15 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.

*Elizabeth A Gizaw*  
Notary Public



Printed Name: ELIZABETE A GIZAW

My commission expires: 1.31.19

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



**EXHIBIT A**

**BORROWER(S): MARTEN B HAM**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., RUNNING THENCE WEST 700 FEET, THENCE NORTH 660 FEET, THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTER OF THE ESTABLISHED PUBLIC ROAD TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) 1017 FEET NORTH OF SAID SOUTHEAST CORNER, THENCE SOUTH TO THE POINT OF BEGINNING, CONTAINING FOURTEEN (14) ACRES MORE OR LESS.**

**ALSO KNOWN AS: 2582 225TH TRAIL, WINTERSET, IOWA 50273**




Date: **NOVEMBER 5, 2015**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**  
Borrower: **MARTEN B HAM**  
Property Address: **2582 225TH TRAIL, WINTERSET, IOWA 50273**

**NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation

  
\_\_\_\_\_  
MARTEN B HAM

*11-12-15*  
\_\_\_\_\_  
Date

Prepared by and return to:  
Wells Fargo Home Mortgage  
1000 Blue Gentian Road,  
Suite 300 MAC X9999-01N  
Eagan, MN 55121

Name: HAM  
Last 4 of Loan #: 4289

**SAME NAME AFFIDAVIT**

Before me, the undersigned authority, this day personally appeared MARTEN B HAM  
("Affiant") who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as:

MARTEN HAM  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. This affidavit is given in reference to the property described as:

2582 225TH TRAIL  
WINTERSET, IA 50273

~~Marten B Ham~~ 11-12-15  
(SIGNATURE)

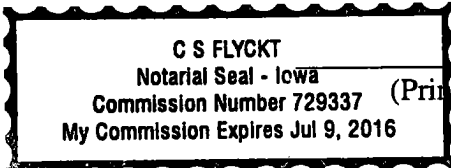
Marten B. Ham  
(PRINT NAME OF AFFIANT)

STATE OF Iowa  
COUNTY OF Madison

Sworn to and subscribed before me this 12 day of November, 2015 by  
Marten B. Ham who was personally known to me or who presented  
IA Drivers license as identification.

C S Flyckt  
(Signature of Notary)

Commission No. 729337  
Commission Expiration:  
07.09.2016



C S Flyckt  
(Printed name of Notary)