



Document 2018 4219

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INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

FannieMae # 4007334113

Servicer Loan #16035759

E ✓

Drafted by and return to: Megan Hansen/Collections Rep@ Merchants Bank, N.A., 300 W
Main St, Cannon Falls, MN 55009 Phone: 507-263-7828

PO Box 248, Winona MN 55987

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement("Agreement"), made the 10th day of September, 2018, between Brett S West and Melissa K West , husband and wife, ("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 Rider, if any, dated 10/12/2010 and recorded 10/19/2010 on Document # 2010 2563 of Madison County, Iowa of Madison County, 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 1872 Nature Court, Winterset, IA 50273, the real property described being set forth as follows:

LOT TEN (10) OF COPPER FOX ESTATES SUBDIVISION LOCATED IN THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION SEVENTEEN (17), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., 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 12/01/2018, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$274,948.04 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 4.250%, from 12/01/2018. Borrower promises to make monthly payments of principal and interest of U.S. \$1,192.23, beginning on the 1st day of January, 2019 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.250% will remain in effect until principal and interest are paid in full. If on 12/01/2058, (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; 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. 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) 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 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.

(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.

(f) Borrower authorizes Lender, and lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consent to being contacted by text messaging

Merchants Bank NA
Merchants Bank, N.A. - Lender

Megan Hansen
By: Megan Hansen/Collections Rep

Brett S West
Brett S West - Borrower

Melissa K West
Melissa K West - Borrower

State of Iowa

County of Polk

On this 11th day of December, 2018 before me appeared BRETT S WISST 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.

Patrick R. Owens
Notary Public
My Commission Expires: 12/20/2020



State of Iowa

County of Polk

On this 11th day of December, 2018 before me appeared MICHAEL WISST 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.

Patrick R. Owens
Notary Public
My Commission Expires:



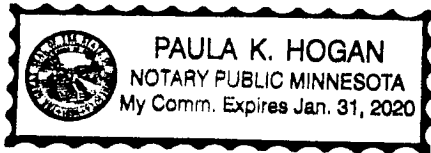
State of Minnesota

County of Goodhue

On this 18th day of December, 2018 before me appeared Megan Honsen et al. v. Merchants Bank, N.A. 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.

Megan Honsen et al. v. Merchants Bank, N.A.

Paula K. Hogan
Notary Public
My Commission Expires: 1-31-20



This instrument was drafted by:

Merchants Bank, N.A.
102 E 3rd Street
Winona, MN 55987
507-457-1100