

BK: 2019 PG: 1660  
Recorded: 6/5/2019 at 12:29:37.0 PM  
Pages 11  
County Recording Fee: \$57.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$60.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

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Attn: Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602

This instrument was prepared by:  
Charibet Alamo

Selene Finance LP

9990 Richmond Ave, STE 400 S

Houston, TX 77042

877-768-3759

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Investor Loan No: 0047521774

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

Name of Grantor(s) (also referred to as Borrower): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND

Address of Grantor(s): PO BOX 165, TRURO, IA 50257

Name of Grantee (also referred to as Lender): SELENE FINANCE LP, AS ATTORNEY IN FACT FOR ANTHIUM, LLC

Address of Grantee: 9990 RICHMOND AVE, STE 400 S, HOUSTON, TX 77042

Legal Description of Property: See page 2.



This Loan Modification Agreement (“Agreement”), made this 9th day of May, 2019, between CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND (“Borrower”) and SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC (“Lender”), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”), and Timely Payment Rewards Rider, if any, dated September 26, 2007, in the amount of \$86,782.00 and recorded on October 2, 2007 in Book, Volume, or Liber No. 2007, at Page 3700 (or as Instrument No. 2007 3700), of the Official (Name of Records) Records of MADISON, IOWA (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

215 S. RAILROAD ST, TRURO, IA 50257  
(Property Address)

the real property described 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. As of May 1, 2019, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$90,000.00, 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 6.000%, from May 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$495.19, beginning on the 1st day of June, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.000% will remain in effect until principal and interest are paid in full. If on May 1, 2049 (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 this 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 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, 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.
  - 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

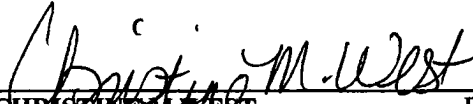



servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

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 consents to being contacted by text messaging .

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

  
CHRISTINE M WEST (Seal)  
-Borrower

  
ROGER W WEST (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

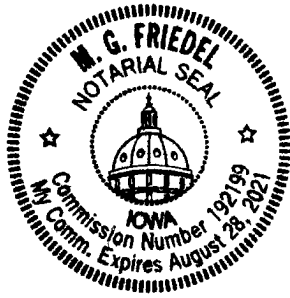
\_\_\_\_\_  
(Seal)  
-Borrower



ACKNOWLEDGMENT

State of IOWA §  
County of MADISON §  
§

This instrument was acknowledged before me on MAY 24, 2019 by  
CHRISTINE M WEST AND ROGER W WEST.



(Seal)

M G Friedel  
Signature of Person Taking Acknowledgment

M G FRIEDEL  
Printed Name

NOTARY PUBLIC  
Title or Rank

Serial Number, if any: \_\_\_\_\_

My Commission Expires: AUG 28 2021



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC

By: *Tonya Higginbotham* Assistant Vice President -Lender 5/31/19 Date of Lender's Signature

ACKNOWLEDGMENT

State of Florida

County of Duval

§  
§  
§

The foregoing instrument was acknowledged before me this 5/31/2019 by Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced N/A as identification.

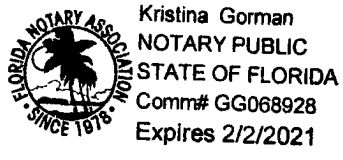
*Kristina Gorman*  
Signature of Person Taking Acknowledgment  
Kristina Gorman

Name Type, Printed or Stamped  
Notary

Title or Rank

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 2/2/2021



(Seal)



**EXHIBIT A**

**BORROWER(S): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND**

**LOAN NUMBER: 3144995**

**LEGAL DESCRIPTION:**

**STATE OF IOWA, COUNTY OF MADISON, AND DESCRIBED AS FOLLOWS:**

**THE NORTH ONE-HALF (N 1/2) OF LOTS ELEVEN (11) AND TWELVE (12) IN BLOCK NINE (9) OF THE ORIGINAL TOWN OF TRURO, MADISON COUNTY, IOWA.**

**Parcel ID Number: 890 890000109094000 00**

**ALSO KNOWN AS: 215 S. RAILROAD ST, TRURO, IA 50257**



Loan No. 3144995

Borrower(s): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND

## **BALLOON PAYMENT / DEFERRED BALANCE RIDER**

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this 9TH day of MAY, 2019, (this "Rider") by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

### **RECITALS**

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

### **IT IS THEREFORE AGREED TO AS FOLLOWS:**

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. Borrower understands that he/she must repay the entire unpaid principal balance of the loan and interest on MAY 1, 2049 (Maturity). If the loan is not paid off prior to that date, a Balloon Payment in the amount of \$44,606.42, will be due on Maturity.
3. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be \$44,606.42 (the "Final Payment Amount").
4. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.





BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.

Christine M. West (Seal) 5-24-19  
Borrower Name: CHRISTINE M WEST Date

Roger W. West (Seal) 5-24-19  
Borrower Name: ROGER W WEST Date

\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower Name: Date

\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower Name: Date



Loan No. 3144995

Borrowers ("Borrower"): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND

## LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 9th day of, May, 2019, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

2. Principal Balance Waived.


Your Lender permanently waived \$30,582.17 of your principal balance. This reduction in your principal balance may be reported to the Internal Revenue Service (IRS) as debt forgiveness and could be taxed as income, in certain cases. We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

3. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

  
CHRISTINE M WEST (Seal)  
-Borrower

  
ROGER W WEST (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



Loan No. 3144995

Borrowers ("Borrower"): CHRISTINE M WEST AND ROGER W WEST, WIFE AND HUSBAND

## COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as attorney in fact for ANTHIUM, LLC ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 215 S. RAILROAD ST, TRURO, IA 50257 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 5/24/19

Christine M. West (Seal)  
CHRISTINE M WEST -Borrower

Roger W. West (Seal)  
ROGER W WEST -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

