

Recorded: 9/24/2018 at 8:23:56.0 AM
Fee Amount: \$32.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 2687

SPACE ABOVE RESERVE FOR RECORDING

LOAN MODIFICATION AGREEMENT

After Recording Return To:
Old Republic Servicing Solutions
P.O. BOX 250, ORANGE CA 92856

Prepared By: Shasta Taber
Fifth Third Bank - (800) 375-1745
5001 Kingsley Dr, Cincinnati OH 45227

Order Number: 02-18006352
Parcel/Tax ID: 450000302900

Loan No.: 403400732
Borrower: MARTIN

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ASSUMES NO LIABILITY AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

"I AFFIRM, UNDER PENALTY OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."



KEVIN BUI
Recording Specialist
Old Republic Servicing Solutions
(714) 385-3500, ext 33547

THIS COVER SHEET HAS BEEN ADDED TO ALLOW ADEQUATE ROOM FOR RECORDING INFORMATION.
THIS PAGE MAY BE RECORDED LAST OR REMOVED IF NECESSARY.

Investor Loan # 4005314285

After Recording Return To:

5001 Kingsley Dr
Cincinnati, OH 45227
Mail Drop 1MOB-AL

This document was prepared by Loss Mitigation Department, Fifth Third Bank

SHASTA TABER

513-358-8190
PREPARED BY:

Shasta Taber

[Space Above This Line For Recording Data] 403400732

LOAN MODIFICATION AGREEMENT

First-Lien Closed-End Loan

Permanent Rate Reduction - Fixed Rate Products

Permanent Rate Reduction - Extended Term - Fixed Rate Products

MERS #

SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is made on September 5, 2018, between DAWN M MARTIN, JAMMIE E MARTIN ("Borrower(s)") and **Fifth Third Bank on behalf of Fifth Third Mortgage Company ("Lender")**.

The parties recite and declare that:

- a. Lender is the holder of a note made by Borrower(s), dated 03/14/2007 principal sum of Fifty-Six Thousand Seven Hundred and 00/100 (U.S. \$56,700.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").
- b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the Delaware County Recorder's Office, in Book or Liber 2007 and/or Instrument Number 2007 993, at Page(s) 993, which covers and is now a lien on the property whose street address is 300 MAIN ST. COLESBURG, IA 52035 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid and enforceable lien. There are no defenses or offsets to the Note or Security Instrument. Any other Lien against the Property has been fully disclosed to the Lender by the Borrower.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The amount payable under the Note as of 09/01/2018 (the "New Principal Balance") is Fifty-One Thousand Eighty-Seven and 87/100 (\$51,087.87), which consists of \$45,890.88 in unpaid interest bearing principal, \$0.00 Deferred Principal Balance, unpaid interest of \$3,305.91 (the "Unpaid Interest") and advances of \$1,891.08.

Current Principal	Deferred	New Modified	**Modified	Due at Maturity
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	Amount with this agreement	Principal	Principal and interest payment	(includes any prior deferred amounts)
\$45,890.88	\$0.00	\$51,087.87	\$336.19	\$0.00

Borrower(s) do(es) have the option to pay the Deferred or Capitalized Interest at the time of execution of this Agreement and not have the existing loan balance increase by the amount of the Deferred or Capitalized Interest.

The parties agree that the Maturity Date of the Note and Security Instrument is extended to 09/01/2058. Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

Borrower(s) promise(s) to pay to the order of Lender the Interest Bearing Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a [modified] yearly rate of 7.5% from 09/01/2018. The Borrower promises to make monthly payments of principal and interest due under the Note is Three Hundred Thirty-Six and 19/100 (\$336.19) beginning on 10/01/2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower(s) 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(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) 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 of Borrower(s).

Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

Borrower(s) understand(s) and agree(s) 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 contained 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(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 Lenders' rights under or remedies on the Note and Security Instruments, 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. Borrower(s) is/are presently in default under the terms 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 attorneys' fees shall be paid by the Borrower(s) and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

e. Borrower(s) agree(s) 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(s).

f. Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to 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 the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party 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 Authorized Third Party.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Each individual executing this Agreement warrants that she/he has actual authority to execute this Agreement, that she/he has had the opportunity to have legal counsel review and explain the provisions of this Agreement and that she/he has read this Agreement in full and understands its contents prior to signing said Agreement.

By checking this box, Borrower also consents to being contacted by text messaging. ☐

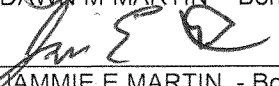
[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note and Security Instrument.]



DAWN M MARTIN - Borrower

9/14/18

Date



JAMMIE E MARTIN - Borrower

9/14/18

Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IA, COUNTY OF Des Moines ss.

Before me a Notary Public in and for said County and State personally appeared DAWN M MARTIN, JAMMIE E MARTIN, who is/are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 14 day of Sept, 20 18.

Donna Olberding
Notary Public
My Commission Expires 5/21/21



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT

Kimberly Taylor

FIFTH THIRD MORTGAGE COMPANY _____ (Seal)

Kimberly Taylor

Officer

513-358-3303

STATE OF ~~IA~~, COUNTY OF ~~Delaware~~ County ss.

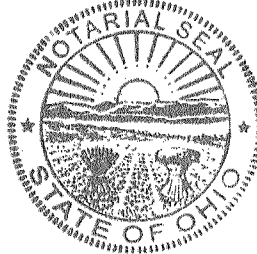
OH (SRT)

HAMILTON (SRT)

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by KIMBERLY TAYLOR, its OFFICER, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 19 day of SEPTEMBER, 2018.

Shasta Taber
Notary Public
My Commission Expires 01/12/21



Shasta Taber
Notary Public, State of Ohio
My Commission Expires 01-12-2021

Exhibit A

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN DELAWARE COUNTY, IOWA,
TO-WIT:

SOUTH THIRTEEN (13) FEET OF LOT TEN (10) AND THE NORTH TWENTY SEVEN (27)
FEET OF LOT NINE (9) , BLOCK TWO (2) IN COLONY ADDITION TO THE TOWN OF
COLESBURG, IOWA.

Parcel/Tax I.D. #: 000450000302900

Commonly known as: 300 Main Street, Colesburg, IA 52035

Accommodation