

Recorded: 5/30/2023 at 8:38:48.0 AM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 1175

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323
855-369-2410
Parcel ID Number: 000630203202700

This Document Prepared By:
Antonia Coats
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323
800-909-9525

_____ [Space Above This Line For Recording Data] _____
Original Recording Date: **May 14, 2019** Loan No: **0040984106**
Original Loan Amount: **\$240,463.00** Investor Loan No: **0232659461**
MIN Number: **100371500004598403**
FHA Case No.: **161-3852150-703-203B**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 15th day of May, 2023, between **MICHAEL J BARKER JR and ANGELA MARIE BARKER** whose address is **208 HANSEL ST, MANCHESTER, IA 52057** ("Borrower") and **Lakeview Loan Servicing, LLC, by LoanCare, LLC as agent under Limited POA** which is organized and existing under the laws of **The United States of America**, and whose address is **3637 Sentara Way, Virginia Beach, VA 23452** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 10, 2019** and recorded in Book/Liber **2019, Page 1066**, Instrument No: **2019-1066** and recorded on **May 14, 2019**, of the Official Records of **DELAWARE County, IA** 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

208 HANSEL ST, MANCHESTER, IA 52057,
(Property Address)

the real property described being set forth as follows: **See Legal Description on Page 2.**



THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF DELAWARE, STATE OF IOWA: THE WEST ONE-HALF (W ½) OF LOT FIFTY SIX (56), HENRY ACRES' ADDITION TO MANCHESTER, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 1 PLATS, PAGE 1.

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 **June 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$189,888.61**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$5,808.04** 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.
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 **6.625%**, from **June 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,128.67**, beginning on the **1st** day of **July, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2063** (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 the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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; 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
 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. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



Michael J Barker Jr.

MICHAEL J BARKER JR -Borrower

Date: 5-22-2023

Angela Marie Barker
ANGELA MARIE BARKER -Borrower

Date: 5-22-23

_____ [Space Below This Line For Acknowledgments] _____

State of Iowa

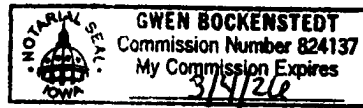
County of Delaware

This instrument was acknowledged before me, a Notary Public on

5/22/23 by MICHAEL J BARKER JR and ANGELA MARIE BARKER.

Gwen Bockenstedt
Signature of Notarial Officer

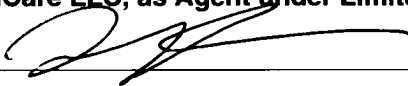
Notary Public
Title and Rank



My commission expires : 3/4/26



LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC

By:  (Seal) - Lender

Name: Travia Reese

Title: **Assistant Secretary**

MAY 26 2023

Date of Lender's Signature

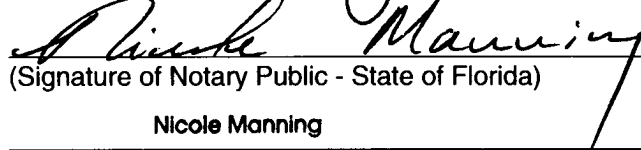
_____[Space Below This Line For Acknowledgments]_____

State of Florida

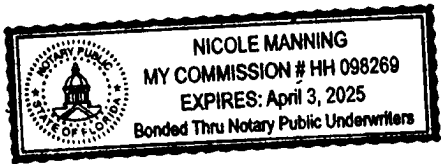
County of Broward

The foregoing instrument was acknowledged before me by means of [physical presence or [] online notarization,

this 26 day of May, 2023, by Travia Reese, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC.


(Signature of Notary Public - State of Florida)
Nicole Manning

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known OR Produced Identification _____

Type of Identification Produced _____




* 1 0 1 9 9 2 4 9 0 1 *
HUD MODIFICATION AGREEMENT
8300h 01/14

MW

MAY 26 2023

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: marnie A. Wagner

Title: **Assistant Secretary**

_____ [Space Below This Line For Acknowledgments] _____

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

Marnie A. Wagner

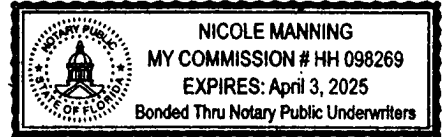
this 26 day of May, 2023, by _____, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

Nicole Manning

(Signature of Notary Public - State of Florida)

Nicole Manning

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known OR Produced Identification _____

Type of Identification Produced _____

