

BK: 2021 PG: 4887
Recorded: 12/1/2021 at 8:53:38.0 AM
Pages 9
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PREPARED BY: KARAN SHAH
ADDRESS: PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

PHONE NO.: (855) 884-2250

LOAN MODIFICATION AGREEMENT (MORTGAGE)

GRANTOR: ROBERT B MOORE, JULIE A. MOORE

GRANTEE: PLANET HOME LENDING, LLC

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Complete legal description on page _____

TAX ID.: 110022166020000; 1100221660140
Rec. Date: NOVEMBER 19, 2019 **BK:** 2019 **PG:** 3685
INST: 2019-3685

When recorded return to:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

State: IOWA
County: MADISON
Loan No.: 9102067689



This Document Prepared By:
KARAN SHAH
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250
NMLS# 17022

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Tax/Parcel #: 110022166020000; 1100221660140

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$265,000.00

VA Case No.:333360270896

Unpaid Principal Amount: \$261,290.27

MERS Min: 1001704 2019100274 2

New Principal Amount: \$277,669.17

MERS Phone #: (888) 679-6377

Capitalization Amount: \$16,378.90

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **NOVEMBER, 2021**, between **ROBERT B. MOORE AND JULIE A. MOORE, HUSBAND AND WIFE** ("Borrower"), whose address is **1396 OLD PORTLAND RD, VAN METER, IOWA 50261** and **PLANET HOME LENDING, LLC** ("Lender"), whose

address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 18, 2019** and recorded on **NOVEMBER 19, 2019** in **INSTRUMENT NO. 2019-3685 BOOK 2019 PAGE 3685**, of the **OFFICIAL** Records of **MADISON COUNTY, IOWA**, 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

1396 OLD PORTLAND RD, VAN METER, IOWA 50261
(Property Address)

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. As of, **NOVEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$277,669.17**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$16,378.90**.
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 **3.3750%**, from **NOVEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,227.56**, beginning on the **1ST** day of **DECEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2051** (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 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.
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.

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.

Robert B Moore
Borrower: **ROBERT B MOORE**

11-12-2021

Date

Julie A. Moore
Borrower: **JULIE A. MOORE** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

11-12-2021

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**

COUNTY OF Dallas

On this 12th day of November, 2021, before me personally appeared **ROBERT B MOORE, JULIE A. MOORE** to me personally known, to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Amanda L Simmons
Notary Public

Printed Name: Amanda L Simmons
(Seal, if any)

My Commission expires:

02-11-2022



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By 
Thomas M. O'Connell
Assistant Secretary

11/15/21
Date

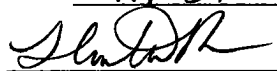
_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of Connecticut
County of New Haven

On this the 15th day of November, 2021, before me, a Notary Public, personally appeared **Thomas M. O'Connell** (Name of Officer) who acknowledged himself/herself to be the **Assistant Secretary** (Title of Officer) of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and that he/she, as such **Assistant Secretary** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **Assistant Secretary** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 11/15/21


Notary Public

HEATHER RUSSO
NOTARY PUBLIC

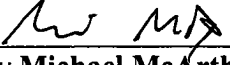
MY COMMISSION EXPIRES 10/31/2024

Printed Name: _____

My Commission Expires:

In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

 11/15/21
By **Michael McArthur** (print name) Date
Assistant Secretary (title)

_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of Connecticut

County of New Haven

On this the 15th day of November, 2021, before me, a Notary Public, personally appeared **MICHAEL MCARTHUR** (Name of Officer) who acknowledged himself/herself to be the **ASSISTANT SECRETARY** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **ASSISTANT SECRETARY** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **ASSISTANT SECRETARY** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: 11/15/21



Notary Public

HEATHER RUSSO
NOTARY PUBLIC

Printed Name: _____ MY COMMISSION EXPIRES 10/31/2024

My Commission Expires:

EXHIBIT A

BORROWER(S): ROBERT B. MOORE AND JULIE A. MOORE, HUSBAND AND WIFE

LOAN NUMBER: 9102067689

LEGAL DESCRIPTION:

The land referred to in this document is situated in the COUNTY OF MADISON, AND STATE OF IOWA, and described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-ONE (21), AND IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 5.92 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 57 ON DECEMBER 31, 1986, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND PARCEL "B" LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-ONE (21) AND IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 4.096 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2003, PAGE 7193 ON DECEMBER 5, 2003, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

ALSO KNOWN AS: 1396 OLD PORTLAND RD, VAN METER, IOWA 50261