

BK: 2022 PG: 1540
Recorded: 5/25/2022 at 8:21:01.0 AM
Pages 8
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$45.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PREPARED BY: MONICA VELA
ADDRESS: CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

PHONE NO.: 1-866-874-5860

LOAN MODIFICATION AGREEMENT

GRANTOR: RUSSELL E JENKINS II, SHAINA R GROVES

GRANTEE: CARRINGTON MORTGAGE SERVICES, LLC SERVICER AND AUTHORIZED AGENT
OF JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Legal Description:

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WINTERSET,
COUNTY OF MADISON, STATE OF IOWA, AND DESCRIBED AS FOLLOWS:

LOT TWELVE (12) OF FIRST PLAT OF HONOR'S ACRES ADDITION TO THE TOWN OF WINTERSET,
MADISON COUNTY, IOWA.

Complete legal description on page 3

TAX ID.: 82000420012000001

Rec. Date: AUGUST 3, 2012 **BK:** 2012 **PG:** 2299

INST: 2012 2299

When recorded return to:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

State: IOWA
County: MADISON
Loan No.: 7000285377



This Document Prepared By:

**MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860**

When Recorded Mail To:

**CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING
DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806**

Tax/Parcel #: 82000420012000001

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$121,427.00

FHA/VA/RHS Case

Unpaid Principal Amount: \$102,861.33

No.:016121343760046

New Principal Amount: \$105,029.58

Loan No: 7000285377

Capitalization Amount: \$2,168.25

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **1ST** day of
APRIL, 2022, between **RUSSELL E. JENKINS, II AND SHAINA R. GROVES, AS**

JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Borrower"), whose address is **1105 W SOUTH ST, WINTERSET, IOWA 50273** and **CARRINGTON MORTGAGE SERVICES, LLC** **SERVICER AND AUTHORIZED AGENT OF JP MORGAN CHASE BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 2, 2012** and recorded on **AUGUST 3, 2012** in **INSTRUMENT NO. 2012 2299 BOOK 2012 PAGE 2299**, 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

1105 W SOUTH ST, WINTERSET, IOWA 50273
(Property Address)

the real property described is located in **MADISON County, IOWA** and being set forth as follows:

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

LOT TWELVE (12) OF FIRST PLAT OF HONOR'S ACRES ADDITION TO THE TOWN OF WINTERSET, 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, **APRIL 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$105,029.58**, 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. **\$2,168.25**.
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 **4.3750%**, from **APRIL 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$463.77**, beginning on the **1ST** day of **MAY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and

interest are paid in full. If on **APRIL 1, 2062** (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.

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.

Russell E Jenkins II 4-13-22
Borrower: **RUSSELL E JENKINS II** **Date**
Shaina R Groves 4-13-22
Borrower: **SHAINA R GROVES** **Date**

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Madison

On this 13th day of April, 20 22, before me personally appeared
RUSSELL E JENKINS II, SHAINA R GROVES 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.

Michaela A Lloyd
Notary Public

Printed Name: Michaela A. Lloyd
(Seal, if any)
My Commission expires:
6-16-2023



In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC SERVICER AND AUTHORIZED
AGENT OF JP MORGAN CHASE BANK, NATIONAL ASSOCIATION**

By [Signature]
Terrence Morley, Director, Loss Mitigation
Carrington Mortgage Services, LLC Attorney In Fact

(print name)
(title)

APR 22 2022

Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me **SEE ATTACHED** _____ Notary
Public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Seal)

SEE ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 04/22/2022 before me, AARON VARGAS NOTARY PUBLIC,
(Here insert name and title of the officer)

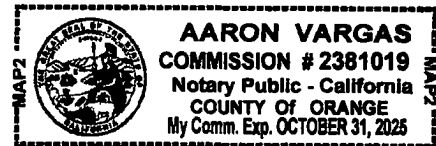
personally appeared TERRENCE MORLEY,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature AARON VARGAS



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple.

