BK: 2022 PG: 359
Recorded: 2/3/2022 at 2:21:33.0 PM
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: Regina M. Uhl, AsurityDocs, 717 N. Harwood, Suite 1600
Dallas, TX 75201 214/220-6300

Recording Requested By and Return To:
DMI MORTGAGE SERVICING
717 N HARWOOD ST STE 1600
DALLAS, TX 75201-6526

[Space Above This Line For Recording Data]

Loan No: **1456041555**
Borrower: **GREGORY THOMAS SAXTON**
Original Recorded Date: **July 30, 2019**

Data ID: 495

Original Principal Amount: **$176,609.00**
Modified Principal Amount: **$179,661.86**
Modified Interest Bearing Amount: **$179,661.86**

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

VA Case No. 33 33 6 0268601

MERS Phone: 1-888-679-MERS (6377) **MIN: 100113800003766438**

This Loan Modification Agreement ("Agreement"), made this **24th day of November, 2021**, between **GREGORY THOMAS SAXTON AND ABBIGAIL SAXTON**, whose address is **130 W CENTER ST, TRURO, IA 50257** ("Borrower"), **LAND HOME FINANCIAL SERVICES INC, 1 CORPORATE DRIVE STE 360, LAKE ZURICH, IL 60047** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **July 26, 2019** and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), and recorded in **BOOK 2019, PAGE 2326, INSTRUMENT NO. 2019 2326** of the Official Records of the County Recorder's or Clerk's Office 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:

130 W CENTER ST, TRURO, IA 50257
[Property Address]

the real property described being set forth as follows:
SEE LEGAL DESCRIPTION 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 **January 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$179,661.86**, 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 **3.500%**, from **January 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **$806.77**, beginning on the **first** day of **February, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.500%** will remain in effect until principal and interest are paid in full.

   If on **January 1, 2052** (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 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. 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) "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.

(g) 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 ☐.

Loan No: **1456041555**

Data ID: **495**

Abbigail Saxton ...(Seal)
ABBIGAIL SAXTON —Borrower

Gregory T. Saxton ...(Seal)
GREGORY THOMAS SAXTON —Borrower

- Borrower Acknowledgment -

STATE OF IOWA §
COUNTY OF MADISON §

On this 31st day of December, 2021, before me, Notary Public, personally appeared GREGORY THOMAS SAXTON AND ABBIGAIL SAXTON to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Seal]

Notary Public

Melissa Lin Young
Printed Name and Title

MELISSA LIN YOUNG
Commission Number 815278
MY COMMISSION EXPIRES
2-13-22

Loan No: **1456041555**

Data ID: **495**

Lender: LAND HOME FINANCIAL SERVICES INC

By:______________________________

Its: Christopher Miranda Assistant Vice President
(Printed Name and Title)

Date of Lender's Signature: 1/21/22

- Lender Acknowledgment -

STATE OF Illinois §
COUNTY OF Lake §

On this 21st day of January, A.D. 2022, before me, notary public, in and for said county, personally appeared Christopher Miranda, to me personally known, who being by me duly sworn (or affirmed), did say that that person is Assistant Vice President of said entity, LAND HOME FINANCIAL SERVICES INC, and that said instrument was signed on behalf of the said entity by authority of its board of directors (or trustees) and the said Renee M Kropp acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

____
Notary Public

Renee M Kropp
(Printed Name)

OFFICIAL SEAL
RENEE M KROPP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/16/23

Loan No: 1456041555

Data ID: 495

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for LAND HOME FINANCIAL SERVICES INC, its successors and assigns

By: Amber Cowan

Its: Amber Cowan - Assistant Secretary
(Printed Name and Title)

Date of Mortgagee's Signature: 1/21/2022

- Mortgagee Acknowledgment -

STATE OF Illinois §
COUNTY OF Lake §

On this 21st day of January, A.D. 2022, before me, notary public, in and for said county, personally appeared Amber Cowan, to me personally known, who being by me duly sworn (or affirmed), did say that that person is Assistant Secretary of said entity, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., and that said instrument was signed on behalf of the said entity by authority of its board of directors (or trustees) and the said Renee M Kropp acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

Notary ~~Public~~

Renee M Kropp
(Printed Name)

OFFICIAL SEAL
RENEE M KROPP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/16/23

Loan No: **1456041555**
Borrower: **GREGORY THOMAS SAXTON**
Property Address: **130 W CENTER ST, TRURO, IA 50257**

Data ID: **495**

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

LOT FOUR (4) AND THE EAST 58 FEET OF LOT FIVE (5), BLOCK ONE (1) OF HULL'S ADDITION TO TRURO (FORMERLY EGO), MADISON COUNTY, IOWA.

Loan No. 1456041555
Borrower: GREGORY THOMAS SAXTON

Data ID: 495

ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to the Loan Modification Agreement, Modification Agreement, Modification, and any other agreements, which may modify the terms of a mortgage loan and/or riders, executed therewith (collectively referred to as "Agreement"), made on this 24th day of November, 2021, by and between the undersigned Borrower and LAND HOME FINANCIAL SERVICES INC ("Lender") is incorporated into and deemed to amend and supplement the Agreement to add the following notice:

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

By signing this Addendum to the Agreement, Borrower acknowledges that Borrower has read, understood, and agrees to its terms and recognizes that it is part of the Agreement.

Date: 12-29-2021

GREGORY THOMAS SAXTON—Borrower