

BK: 2022 PG: 3622
Recorded: 12/13/2022 at 8:25:36.0 AM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PREPARED BY: TIM LIGHTFOOT

**ADDRESS: RUSHMORE LOAN MANAGEMENT SERVICES LLC
8616 FREEPORT PARKWAY, SUITE 100
IRVING, TX 75063**

PHONE NO.: 469-458-5941

LOAN MODIFICATION AGREEMENT

GRANTOR: JERIN E PAYNE AND COURTNEY PAYNE

**GRANTEE: US BANK NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL CAPACITY
BUT SOLELY AS LEGAL TITLE TRUSTEE FOR RMTP TRUST, SERIES 2021 BKM-TT-V
AND THROUGH RUSHMORE LOAN MANAGEMENT SERVICES LLC**

Legal description on page: 3

Tax ID.: 820001012010000

Rec. date: 01/12/2016 BK: 2016 PG: 95 INST.: N/A

When recorded return to:

FIRST AMERICAN TITLE

LOSS MITIGATION TITLE SERVICES-LMTS

3 FIRST AMERICAN WAY, SANTA ANA, CA 92707

Attn: LMTS

State: IOWA

County: MADISON

Order No.: 14686190

THE LAND SITUATED IN THE TOWN OF WINTERSET IN THE COUNTY OF MADISON IN THE STATE OF IOWA LOTS ONE (1) AND TWO (2) IN BLOCK TWELVE (12) IN T. D. JONES 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 **September 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$140,748.43**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$18,605.30** 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 **5.625%**, from **September 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$737.95**, beginning on the **1st day of October, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2062** (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



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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.



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Jerin E Payne
JERIN E PAYNE -Borrower

Date: 9-13-22

Courtney Payne
COURTNEY PAYNE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: 9.13.2022

_____[Space Below This Line For Acknowledgments]_____

State of Iowa

County of Madison

This instrument was acknowledged before me, a Notary Public on

9/13/2022

by JERIN E PAYNE and COURTNEY PAYNE.

Lance Coulter

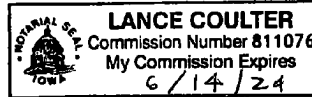
Signature of Notarial Officer

clerk

Title and Rank

My commission expires :

6/14/2024



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Owner, U.S. Bank National Association not in its individual capacity but solely as Legal Title Trustee for RMTP Trust, Series 2021 BKM-TT-V and through Rushmore Loan Management Services LLC

By: TL (Seal) - Lender
Name: Tim Lightfoot
Title: Sr. Vice President

DEC 06 2022 Date of Lender's Signature
[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me KIRK P DUNAR (name/title of officer) on this day personally appeared
Tim Lightfoot, the SR. VICE PRESIDENT of
Rushmore Loan Management Services, LLC

known to me (or proved to me on the oath of _____ or through PERSONALLY KNOWN
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

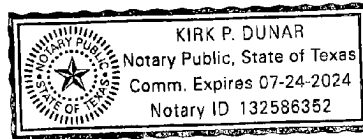
Given under my hand and seal of office this _____ day of DEC 06 2022, A.D., _____.

[Signature]
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : 24 JUL 2024



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