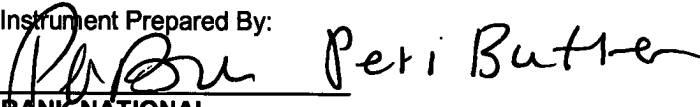


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Pages 10
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Recording Requested By/Return To:
**GARRETT SCOTT, ASSISTANT
VICE PRESIDENT - MODIFICATION
FULFILLMENT
U.S. BANK FULFILLMENT
SERVICES
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071**

This Instrument Prepared By:


**U.S. BANK NATIONAL
ASSOCIATION
4801 FREDERICA ST
OWENSBORO, KENTUCKY 42301
800-365-7900
TaxPayer:
MARY E GREGORY
1749 QUAIL RIDGE AVE
WINTERSSET, IOWA 50273-8162**

LOAN MODIFICATION AGREEMENT

Loan Number 7810476109

Grantor(s): **MARY E GREGORY**

Grantee(s): **U.S. BANK NATIONAL ASSOCIATION**

A full Legal Description is located on page 2 of the LOAN MODIFICATION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

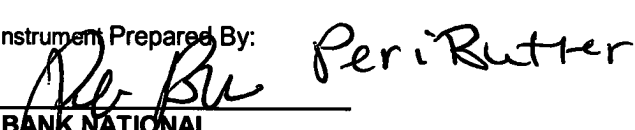
MADISON COUNTY AUGUST 27, 2007 BOOK 2007 PAGE 3317 INSTRUMENT NO. 2007 3317

Assessor's Property Tax Parcel Account Number(s): **400071126022000, 400071148002000,
400071184011000**



Recording Requested By/Return To:
**GARRETT SCOTT, ASSISTANT
VICE PRESIDENT -
MODIFICATION FULFILLMENT
U.S. BANK FULFILLMENT
SERVICES
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071**

This Instrument Prepared By:



**U.S. BANK NATIONAL
ASSOCIATION
4801 FREDERICA ST
OWENSBORO, KENTUCKY 42301
800-365-7900**

**Parcel Identification Number:
400071126022000,
400071148002000,
400071184011000**

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

**Property Address: 1749 QUAIL
RIDGE AVENUE, WINTERSET,
IOWA 50273-0000**

**Loan Number 7810476109
Investor Loan Number 472852663**

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF SEPTEMBER, 2023**, between **MARY E GREGORY** ("Borrower"), and **U.S. BANK NATIONAL ASSOCIATION** ("Lender"),

**LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT
(rev. 4/14)
91003002v23.5
Version 08_28_2023_15_23_46**

Form 3179 1/01

(page 1 of 9)



amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **AUGUST 22, 2007** and recorded in **MADISON COUNTY AUGUST 27, 2007 BOOK 2007 PAGE 3317 INSTRUMENT NO. 2007 3317** 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

1749 QUAIL RIDGE AVENUE, WINTERSET, IOWA 50273-0000

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF MADISON, CITY OF WINTERSET AND STATE OF IOWA, DESCRIBED AS FOLLOWS: THE NORTH ONE-FOURTH (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4), AND THE SOUTH TEN (10) ACRES OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4), AND A TRACT BEGINNING AT THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION ELEVEN (11) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE NORTH 89 DEGREES 41' WEST 450.4 FEET; THENCE NORTH 52 DEGREES 21' EAST 157.7 FEET, THENCE SOUTH 89 DEGREES 50' EAST 325.9 FEET, THENCE SOUTH 0 DEGREES 12 3/4' WEST 97.9 FEET TO THE POINT OF BEGINNING, CONTAINING 0.87 ACRES, EXCEPT A TRACT BEGINNING 97.9 FEET NORTH 0 DEGREES 12 3/4' EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION ELEVEN (11), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE NORTH 0 DEGREES 12 3/4' EAST 256.4 FEET, THENCE SOUTH 89 DEGREES 02 1/4' EAST 217.0 FEET, THENCE SOUTH 0 DEGREES 03 1/2' EAST 254.6 FEET, THENCE NORTH 89 DEGREES 30 1/2' WEST 218.2 FEET TO THE POINT OF BEGINNING, CONTAINING 1.28 ACRES. PARCEL ID: 400071126022000, 400071148002000, 400071184011000

Tax Parcel No.: 400071126022000, 400071148002000, 400071184011000

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.

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 01, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$214,908.69**, 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 **4.6250%** from **SEPTEMBER 01, 2023**. Borrower promises to make monthly payments of principal and



interest of U.S. \$983.49, beginning on the **1ST DAY OF OCTOBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.6250%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 01, 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. The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

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. 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) If permitted by applicable law, 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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's 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.

- (g) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion.



As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This



assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (h) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
 - (i) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
 - (j) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.
6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number 7810476109

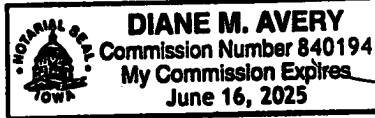
In Witness Whereof, the Borrower(s) have executed this agreement.

Mary E. Gregory
Borrower - **MARY E GREGORY**

Date: 9/14/23

State of **IOWA**
(County) of Madison
Enter County Here

This instrument was acknowledged before me on Sept 14, 2023
by **MARY E GREGORY**.



[Stamp]

Diane M Avery
(signature of notarial officer)

Title of office: Notary Public

My Commission expires June 16, 2023

[] This notarial act involved the use of communication technology.



Loan Number 7810476109

In Witness Whereof, the Lender has executed this Agreement.

Lender

U.S. BANK NATIONAL ASSOCIATION

By: 

Printed Name: Whitney Adara Wheatley
Mortgage Document Officer

Title: _____

Date: SEP 20 2023



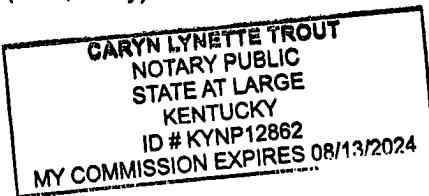
Loan Number 7810476109

State of KENTUCKY
County of DAVIESS

The foregoing instrument was acknowledged before me this 20 day of

September, 2023, by Whitney Adara Wheatley
Mortgage Document Officer of U.S.
BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National
Association.

(Seal, if any)



Caryn Lynette Trout
(Signature of person taking acknowledgment)

Caryn Lynette Trout
(Title or rank) NOTARY

KYNP12862
(Serial number, if any)

My Commission expires: 8/13/24

