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BRANDY MACUMBER, COUNTY RECORDER CHEK
MADISON COUNTY IOWA

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State of Iowa

Prepared by: Carla Driskill 515.278.1994
Midland Credit Union
2891 106th St
Urbandale, IA 50322

Return to: Midland Credit Union
2891 106th St
Urbandale, IA 50322

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of February, 2023, Between Aric R Cunningham and Erin Cunningham ("Borrower") and Midland Credit Union ("Lender"), Amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("the Security Instrument") dated October 12, 2017 and recorded in Book or Liber 2017, at pages 3274, of the Doc ID# 2017-3274 Records of Madison County, Iowa,
(Name of Records) (County and State, or other jurisdiction)
and (2) the adjustable rate note ("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
745 5th Street NE, Earlham, Iowa 50072,
(Property Address)
The real property described being set forth as follows:

LOT THREE (3) OF CLEARVIEW THIRD ADDITION TO THE CITY OF EARLHAM, MADISON COUNTY, IOWA.
A.P.N.: 850002400030000

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT OF THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 February 15, 2023, the credit limit amount established under the original Note and the Security Instrument is U.S. $ 25,000.00, and the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. $ 0.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and the 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 a yearly rate of 5.00 %, from February 15, 2023. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest on the 1st day of the month and monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 12th day of October, 2037, which is the present or extended Maturity Date.

3. If on 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.

4. 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, 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 satisfaction or release in whole or in part of the Note and Security Agreement.

(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.

_______________ (Seal)
Midland Credit Union -Lender
By: Dawn McDougal
2/15/2023
Date of Lender's Signature

_______________ (Seal)
Aric R Cunningham -Borrower
_______________ (Seal)
Erin Cunningham -Borrower

(Space Below This Line For Acknowledgments)

Notary Acknowledgment: State of Iowa County of Polk

On this 15th day of February 20 23 before me, a Notary Public for the State of Iowa personally appeared Aric R Cunningham and Erin Cunningham and Dawn McDougal to be known to be the person(s) named in and who executed the Foregoing instrument and acknowledged that (he/she/they) executed the same as (his/her/they) voluntary act and deed.

Notary stamp or seal below my Commission expires: 1-6-26

Beth Bailey
Notary Public

BETH BAILEY
Commission Number 844961
My Commission Expires
1-6-26