BK: 2024 PG: 1729
Recorded: 7/19/2024 at 8:03:13.0 AM
Pages 8
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax: $0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

PREPARED BY: CRYSTAL RADTKE
ADDRESS: ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226

PHONE NO.: (888) 663-7374

LOAN MODIFICATION AGREEMENT (MORTGAGE)

GRANTOR: ROBERT MURPHY JR, KATIE MURPHY

GRANTEE: ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Complete legal description on page 08

TAX ID.: 820000506020000
Rec. Date: SEPTEMBER 1, 2022 **BK:** 2022 **PG:** 2588
INST:

When recorded return to:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

State: IOWA
County: MADISON
Loan No.: 3511748266

This Document Prepared By:
CRYSTAL RADTKE
ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 820000506020000

_________________ [Space Above This Line for Recording Data] _________________

Original Principal Amount: $124,320.00
Unpaid Principal Amount: $121,919.40
New Principal Amount: $124,302.91
Capitalization Amount: $2,383.51

FHA/VA/RHS Case No.:33 3360293525
MERS Min: 100039035117482660
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **13TH** day of **JUNE, 2024**, between **ROBERT MURPHY, JR. AND KATIE MURPHY, HUSBAND AND WIFE** ("Borrower"), whose address is **210 W BUCHANAN ST, WINTERSET, IOWA 50273** and **ROCKET MORTGAGE, LLC** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 27, 2022** and recorded on **SEPTEMBER 1, 2022** in **BOOK 2022 PAGE 2588**, 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

210 W BUCHANAN ST, WINTERSET, IOWA 50273
(Property Address)

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

SEE EXHIBIT "A" 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, **JULY 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$124,302.91**, 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. **$2,383.51**.

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 **7.5000%**, from **JULY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **$869.14**, beginning on the **1ST** day of **AUGUST, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2054** (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.

8. "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.

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.

Robert Murphy Jr ______________________ 6-27-24

Borrower: ROBERT MURPHY JR — Date

Katie Murphy ______________________ 6-27-24

Borrower: KATIE MURPHY ***signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt** — Date

________________[Space Below This Line for Acknowledgments]________________

BORROWER ACKNOWLEDGMENT

STATE OF **IOWA**
COUNTY OF Madison

On this 27 day of June ,20 24 ,before me personally appeared **ROBERT MURPHY JR, KATIE MURPHY** 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.

________The notarial act was a remote notarial act using audio-video technology.

David K Namink
Notary Public (signature)

Notary Printed Name: David K Namink
(Seal, if any)
My Commission expires: 04/29/2027

DAVID K. NAMINK
Commission Number 789771
My Commission Expires
April 29, 2027

Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By ______________________

Robert Jones
Vice President

7-1-24
____
Date

______________________[Space Below This Line for Acknowledgments]______________________

State of TEXAS

County of DALLAS

This instrument was acknowledged before me on JUL 0 1 2024 by Robert Jones Vice President, the of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.

N/A This notarial act was an online notarization using communication technology

____
Notary Public

Printed Name: Toby A Yannacone-Smith

My commission expires: DEC 2 1 2026

TOBY A YANNACONE SMITH
Notary ID #134114402
My Commission Expires
December 21, 2026

In Witness Whereof, the Lender has executed this Agreement.

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

By Lyric Bynaum (print name) Lyric Bynaum (title) Vice President JUL 01 2024 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of TEXAS

County of DALLAS

This instrument was acknowledged before me on JUL 01 2024 by Lyric Bynaum, the Vice President of **ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT**, a company, on behalf of the company.

N/A This notarial act was an online notarization using communication technology.

Toby A Yannacone Smith
Notary Public

Printed Name: Toby A Yannacone-Smith

My commission expires: DEC 21 2026

TOBY A YANNACONE SMITH
Notary ID #134114402
My Commission Expires
December 21, 2026

EXHIBIT A

BORROWER(S): ROBERT MURPHY, JR. AND KATIE MURPHY, HUSBAND AND WIFE

LOAN NUMBER: 3511748266

LEGAL DESCRIPTION:

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

LOT TWO (2) IN BLOCK SIX (6) OF PITZER AND KNIGHT'S ADDITION TO THE ORIGINAL TOWN OF WINTERSET, MADISON COUNTY, IOWA.

ALSO KNOWN AS: 210 W BUCHANAN ST, WINTERSET, IOWA 50273