

BK: 2024 PG: 577
Recorded: 3/18/2024 at 3:20:19.0 PM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

PREPARED BY: YUDOSHIA ROLLERSON
ADDRESS: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

PHONE NO.: (800) 654-4566

LOAN MODIFICATION AGREEMENT (MORTGAGE)

GRANTOR: JERIN E. PAYNE

GRANTEE: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Legal Description: LAND SITUATED IN THE TOWN OF WINTERSET IN THE COUNTY OF MADISON
IN THE STATE OF IA

LOTS ONE (1) AND TWO (2) IN BLOCK TWELVE (12) IN T.D. JONES ADDITION TO THE TOWN OF
WINTERSET, MADISON COUNTY, IOWA.

Complete legal description on page _____

TAX ID.: 820001012010000
Rec. Date: JULY 16, 2015 **BK:** 2015 **PG:** 1993
INST: 2015 1993

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

State: IOWA
County: MADISON
Loan No.: (scan barcode)



This Document Prepared By:
YUDOSHIA ROLLERSON
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

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

Tax/Parcel #: 820001012010000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$113,770.00 **FHA\VA Case No.:1613474333703**
Unpaid Principal Amount: \$140,193.32 **Loan No: (scan barcode)**
New Principal Amount: \$147,257.18
New Money (Cap): \$7,063.86

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **FEBRUARY, 2024**, between **JERIN E. PAYNE** ("Borrower"), whose address is **406 S 2ND ST, WINTERSET, IA 50273** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 19, 2015** and recorded on **JULY 16, 2015** in **INSTRUMENT NO. 2015 1993 BOOK 2015 PAGE 1993**, 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

406 S 2ND ST, WINTERSET, IOWA 50273

(Property Address)

the real property described being set forth as follows:

LAND SITUATED IN THE TOWN OF WINTERSET IN THE COUNTY OF MADISON IN THE STATE OF IA



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, **MARCH 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$147,257.18**, 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. **\$7,063.86**.
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 **7.2500%**, from **MARCH 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 941.96**, beginning on the **1ST** day of **APRIL, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2064** (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 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. **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.



In Witness Whereof, I have executed this Agreement.

Borrower: JERIN E. PAYNE

2-29-20
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MADISON

On this 29 day of February, 20 24, before me personally appeared JERIN E. PAYNE 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.

Notary Public (signature)

Notary Printed Name: Chris Baumgarn
(Seal, if any)

My Commission expires: Jan. 29, 2026



In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By Melissa Buck VICE PRESIDENT
(print name)
(title)

MAR 05 2024
Date

_____[Space Below This Line for Acknowledgments]_____

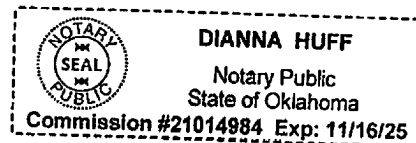
STATE OF Oklahoma
COUNTY OF Oklahoma

The instrument was acknowledged before me on MAR 05 2024 (date) by
Melissa Buck, as VICE PRESIDENT of MIDFIRST BANK, A
FEDERALLY CHARTERED SAVINGS ASSOCIATION.

_____. This notarial act was an online notarial act.

Dianna Huff
Notary Public

Printed Name: Dianna Huff



My commission expires: NOV 16 2025

THIS DOCUMENT WAS PREPARED BY:
YUDOSHIA ROLLERSON
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

