

BK: 2024 PG: 995  
Recorded: 5/9/2024 at 8:06:18.0 AM  
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:** RUTH BULWINKLE  
**ADDRESS:** FLAGSTAR BANK, N.A.  
8800 BAYMEADOWS WAY WEST, SUITE 400  
JACKSONVILLE, FL 32256  
  
**PHONE NO.:** 800-393-4887

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## LOAN MODIFICATION AGREEMENT (MORTGAGE)

**GRANTOR:** CODY BRIGHT, SHIANE MCKINNEY

**GRANTEE:** FLAGSTAR BANK, N.A.

**Legal Description:** THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WINTERSET, COUNTY OF MADISON, STATE OF IOWA, AND DESCRIBED AS FOLLOWS:

LOTS ONE (1) AND TWO (2) IN BLOCK ONE (1) OF PITZER'S ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.

**Complete legal description on page** 3

**TAX ID:** 820002001010000  
**Rec. Date:** FEBRUARY 17, 2023 **BK:** 2023 **PG:** 302  
**INST:** 2023 302

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

State: IOWA  
County: MADISON  
Loan No.: 0505859982

0505859982

This Document Prepared By:

**RUTH BULWINKLE  
FLAGSTAR BANK, N.A.  
8800 BAYMEADOWS WAY WEST, SUITE 400  
JACKSONVILLE, FL 32256  
800-393-4887**

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

**Tax/Parcel #: 820002001010000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$186,558.00**

**FHA\VA Case No.: 703 161-4231089**

**Unpaid Principal Amount: \$185,215.52**

**Loan No: 0505859982**

**New Principal Amount: \$134,978.22**

**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 5TH day of MARCH, 2024, between **CODY BRIGHT, A SINGLE PERSON, AND SHIANE MCKINNEY, A SINGLE PERSON, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** ("Borrower"), whose address is **520 N 6TH ST, WINTERS ET, IOWA 50273** and **FLAGSTAR BANK, N.A.** ("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 16, 2023** and recorded on **FEBRUARY 17, 2023** in **INSTRUMENT NO. 2023 302 BOOK 2023 PAGE 302**, 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

**520 N 6TH ST, WINTERS ET, IOWA 50273**

(Property Address)

the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WINTERS ET, COUNTY OF MADISON, STATE OF IOWA, AND DESCRIBED AS FOLLOWS:**

**LOTS ONE (1) AND TWO (2) IN BLOCK ONE (1) OF PITZER'S 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. **\$134,978.22**, 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. **\$0.00**.
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. **\$ 863.42**, 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.

[Signature]  
Borrower: CODY BRIGHT

4/1/24  
Date

[Signature]  
Borrower: SHIANE MCKINNEY

4/1/24  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

STATE OF IOWA  
COUNTY OF Madison

On this 1<sup>st</sup> day of April, 2024, before me personally appeared CODY BRIGHT, SHIANE MCKINNEY 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.


[Signature]  
Notary Public (Signature)

Notary Printed Name: Angie Day  
(Seal, if any)  
My Commission expires: 02/24/26



In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, N.A.

By  Cheryl Fey  
(print name)  
(title)

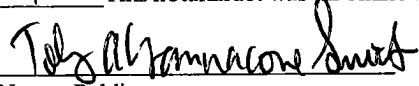
APR 05 2024  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

State of Texas  
County of Dallas

This instrument was acknowledged before me on APR 05 2024 by  
Cheryl Fey, the VICE PRESIDENT of FLAGSTAR BANK,  
N.A., a company, on behalf of the company.

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

  
Notary Public

**Toby A Yannacone-Smith**

Printed Name: \_\_\_\_\_

My commission expires: DEC 21 2026

