

BK: 2025 PG: 1978  
Recorded: 7/30/2025 at 11:48:48.0 AM  
Pages 7  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Space above for recording data

Document: Loan Modification Agreement

Prepared by:

Heidi Merriman, CrossCountry Mortgage, LLC, 2160 Superior Avenue, Cleveland OH  
44114 - T: 440-262-3861

Return Document to:

Heidi Merriman, CrossCountry Mortgage, LLC, 2160 Superior Avenue, Cleveland OH  
44114 - T: 440-262-3861

Grantor:

Jason Carroll and Katherine Carroll

Grantee:

CrossCountry Mortgage, LLC and Mortgage Electronic Registration Systems, Inc.

Legal Description:

See Addendum

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Loan #81262408436031  
FHA Case # NA

MIN 1007191-0003055594-8  
MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made the 4th day of June 2025 between JASON CARROLL AND KATHERINE CARROLL, AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Borrower"), CrossCountry Mortgage, LLC. ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") in the Original Amount of \$669,980.00, dated 09/30/2024 and recorded on 10/01/2024 in Book or Liber 2024 at page(s) 2380 and/or Instrument Number ---- in the Official County/Parish/Burrough Records of Madison 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

1425 Hogback Bridge, Earlham, IA 50072  
(Previously Known As LOT 4 & 5 Hogback Bridge Road., Earlham, IA 50072)  
(Property Address)

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**

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 07/01/2025, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$339,614.10 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 7.625%, from 07/01/2025. Borrower promises to make monthly payments of principal and interest of U.S. \$2,403.77, beginning on the 1st day of August 2025, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.625% will remain in effect until principal and interest are paid in full. If on 07/01/2055 (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.
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) 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 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.
  - (g) "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

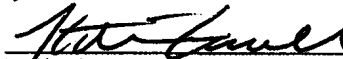
of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including, if applicable, 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 ☐.

  
Jason Carroll (Seal)  
- Borrower

  
Katherine Carroll (Seal)  
- Borrower

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

Loan Number 81262408436031  
Case # NA

AFTER RECORDING RETURN TO:  
CrossCountry Mortgage LLC  
Attn: Final Docs  
2160 Superior Ave.  
Cleveland, OH 44114

[Space Below This Line For Borrower Acknowledgments]

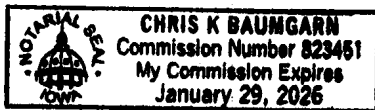
State of Iowa  
County of Madison

The foregoing instrument was acknowledged before me, by means of X physical presence, or  
\_\_\_\_\_ online notarization, this 13 day of June, 2025 by

JASON CARROLL AND KATHERINE CARROLL, AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, HUSBAND AND WIFE

who/whom is/are personally known to me, or who has/have produced a Driver's License as Identification.


[NOTARY SEAL]



Notary Signature

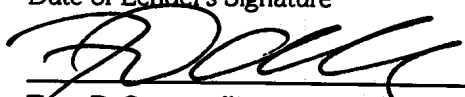
Printed Name

My Commission Expires

 (Seal)  
CrossCountry Mortgage, LLC -Lender

By: Tony D. Carrossellia, AVP of Final Docs/MERS of CrossCountry Mortgage, LLC

06/18/25  
Date of Lender's Signature

  
Tony D. Carrossellia, AVP, as nominee for Lender, its successors  
and assigns

\_\_\_\_\_[Space Below This Line For Lender Acknowledgements]\_\_\_\_\_

STATE of OHIO}

} SS:

COUNTY of CUYAHOGA}


The foregoing instrument was acknowledged before me, by means of ☒ physical presence, or  
☐ Online notarization, this June 18th, 2025, by Tony D. Carrossellia, AVP  
of Final Documents of CrossCountry Mortgage LLC, and AVP of Mortgage Electronic Registration  
Systems, Inc. who/whom is/are personally known to me, or who has/have produced a Driver's license  
as Identification.



Heidi J Merriman

NOTARY PUBLIC  
STATE OF OHIO

My Commission Expires  
08-10-2026

  
Official Signature of Notary Public

Heidi J. Merriman  
Notary's Printed or Typed Name, Notary Public

My Commission Expires 08-10-2026

**Legal Description Addendum**

Lots Four (4) and Five (5) of Hogback Bridge Acres, located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa.