BK: 2026 PG: 2005
Recorded: 7/6/2026 at 8:53:21.0 AM
Pages 12
County Recording Fee: $62.00
Iowa E-Filing Fee: $3.00
Combined Fee: $65.00
Revenue Tax: $0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

FANNIE MAE LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY & RETURN TO:
BANK OF AMERICA, N.A.
Mortgage Solutions
TX2-979-01-66
4500 Amon Carter Blvd
Fort Worth, TX 76155

Prepared by: Mati Lee
BANK OF AMERICA, N.A.
4500 Amon Carter Blvd
Fort Worth, TX 76155
REC# 888386
1-720-445-3581

GRANTOR(S):	**Daniel J Jones and Misty M Jones** **1448 Upland Ln, Van Meter, IA 50261**
GRANTEE:	**Bank of America, N.A.** **4500 Amon Carter Blvd, Fort Worth, TX 76155**
Prev. Rec. Info:	**5/28/2009 BK: 2009 PG: 1637**
APN:	**061012820130000**

ORIGINAL MTG:	**$ 213,000.00**
NEW MTG:	**$ 161,386.35**
NEW MONEY:	**$ 0.00**

Investor Loan # **1709544444**

After Recording Return To:
Mortgage Solutions
TX2-979-01-66
4500 Amon Carter Blvd
Fort Worth, TX 76155
REC# 888386
This document was prepared by Bank of America, N.A.

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Fannie Mae Loan Modification Agreement

Borrower ("I"):[1] DANIEL J JONES and MISTY M JONES

Original Lender/Beneficiary Lender or Servicer ("Lender"): **Bank of America, N.A.**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): May 20, 2009

Loan Number: 27812020504945750261

Property Address: (See Exhibit A for Legal Description if applicable)

[1] If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

"Property": 1448 UPLAND LN VAN METER, IA 50261

~~See Exhibit B for assignments of record if applicable~~ ML

If my representations and covenants in Section 1 continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants**. I certify, represent to Lender, covenant and agree:
   A. I am experiencing a financial hardship, and as a result, (i) the Loan is in default or a default is imminent and (ii) I do not have sufficient income or access to sufficient liquid assets to ensure that the monthly mortgage payments can be made now or in the near future.
   B. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse, or domestic partner of the undersigned in the event of a death, divorce, or marriage.
   C. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
   D. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
   E. All payments required under the trial period plan have been made.
   F. If I received a discharge of the debt associated with this loan in a bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. **Acknowledgements and Preconditions to Modification**. I understand and acknowledge that:
   A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents, subject to applicable law.
   B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification**. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on July 01, 2026 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if any payments required as a precondition to this modification under a trial period plan have not been made, this modification will not take effect.
   A. The first modified payment will be due on July 01, 2026.
   B. The Maturity Date will be: February 01, 2053.
   C. The modified principal balance of the Note will include all amounts and arrearages outstanding as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the loan.

D. As of July 01, 2026, the amount payable under the Note and Security Instrument will be $161,386.35 (the "New Principal Balance"). Any fees or charges incurred in connection with the servicing of this loan will appear on the monthly statement under "Fees and Charges." These amounts may be paid, subject to applicable law, when billed or at any time afterward. They will not accrue interest or late fees. If they remain unpaid, they must be satisfied, subject to applicable law, at the earlier of: (i) the date you refinance, sell or transfer an interest in the Property, (ii) the date the entire Interest-Bearing New Principal Balance is paid, or (iii) the Maturity Date. I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

E. Interest at the rate of 5.000% will begin to accrue on the New Principal Balance as of June 1, 2026 and the first new monthly payment on the New Principal Balance will be due on July 01, 2026. The new Maturity Date will be February 01, 2053. The payment terms of the modified loan are as follows:

Interest Rate	Interest Rate Effective Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
5.000%	06/01/2026	$914.05	$1,249.33 May adjust periodically	$2,163.38 May adjust periodically	07/01/2026	320

*The total monthly payment amount shown does not include the cost for any optional products that may be on the loan.

The above terms in this Section 3.D. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if this is a pay option adjustable-rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. The modified Loan will not have a negative amortization feature that would allow payments that are less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

Subject to applicable law, I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3D.

4. **Additional Agreements.** I agree to the following:

A. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may, subject to applicable law, continue to be held liable for the obligation under the Loan Documents); or (iii) Lender has waived this requirement in writing.

B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan, or other workout plan that I previously entered into with Lender.

C. To comply, except to the extent that they are modified by this Agreement or applicable law, with all covenants, agreements, and requirements of the Security Instrument including without limitation, my covenant and agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, and impounds, and all other payments that I am obligated to made under the Security Instrument, the amount of which may change periodically over the term of this Loan, and to ensure that all payments, the amount of which may also change periodically over the term of this Loan, are made.

D. 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.

E. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

F. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms unless otherwise modified by law.

G. 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.

H. 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.

I. 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.

J. 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.

K. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it 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, at its option, require immediate payment in full of all sums secured by the Security Instrument. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 all sums secured by the Security Instrument must be paid. If these sums are not paid prior to the expiration of this period, Lender may, subject to applicable law, invoke any remedies permitted by the Security Instrument without further notice or demand on me.

L. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of the property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

M. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

N. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void. I also agree to allow Lender to attach an Exhibit A to this loan modification which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender, subject to applicable law.

O. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Fannie Mae Loan Modification Program.

P. OPTIONAL PRODUCTS PURCHASED AFTER CLOSING. I understand and agree that any optional product(s) I may have purchased after the closing of this Loan, the cost for which I agreed to have added to the Total Monthly Payment: (a) will remain in force so long as I add the amount due and owing to the Total Monthly Payment each month; and (b) will continue to be governed by the terms of the documents the provider of the optional product delivered to me ("Governing Documents"), unless (i) I notify the provider of the optional product of my request to cancel; or (ii) I fail to pay any and all amounts payable when due, at which time the optional product may terminate as provided under the terms of the Governing Documents.

Q. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services the first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Program and (v) any HUD certified housing counselor.

R. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this subsection shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

S. If the Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under the home equity loan or line of credit. This means that I cannot obtain additional advances, and must, subject to applicable law, make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under the home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

T. I hereby absolutely and unconditionally assign and transfer to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

I hereby absolutely and unconditionally assign and transfer to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. I authorize Lender or Lender's agents to collect the Rents and agree that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, I shall receive the Rents until (i) Lender has given me notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default: (i) all Rents received by me shall be held by me as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) I agree that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

I represent and warrant that I have not executed any prior assignment of the Rents and have not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to me. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

U. I agree that if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, accelerate the debt and require immediate payment of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Agreement. If Lender exercises this option, Lender shall give notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed to pay all sums secured by the Security Instrument. Unless these sums are paid prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand, subject to applicable law.

V. 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 this 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 this 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 this loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to this loan including the trial period plan to modify this loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)

Daniel J Jones
DANIEL J JONES

(Must be signed exactly as printed)

June 22, 2026
Signature date (MM/DD/YYYY)

Misty M. Jones
MISTY M JONES

(Must be signed exactly as printed)

June 22, 2026
Signature date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Iowa
COUNTY OF Warren

On the 22 day of June in the year 2026 before me, the undersigned, a Notary Public, personally appeared DANIEL J JONES and MISTY M JONES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Patricia A. Patrick Notary Signature

Patricia A. Patrick Notary Public Printed Name (exactly as printed on seal)

04-23-2028 Notary Public Commission Expiration Date

NOTARIAL SEAL IOWA
PATRICIA A. PATRICK
Commission Number 746527
My Commission Expires
04-23-2028

(Please ensure seal does not overlap any language or print)
(Space Below This Line Reserved For Lender and Recorder)

DO NOT WRITE BELOW THIS LINE

****

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Dawn Campbell
Signature

June 25, 2026
Date

Dawn Campbell
Print Name

AVP
Title

[Space below this line for Acknowledgement]

STATE OF Texas

COUNTY OF Tarrant.

On 25th day of June in the year 2026 before me, Tasha Tuffour Notary Public, personally appeared Dawn Campbell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tasha Tuffour Notary Signature

Tasha Tuffour Notary Public Printed Name
(exactly as printed on seal)

2-21-29 Notary Public Commission Expiration Date

TASHA TUFFOUR
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-21-29
Notary ID # 135502983

NOTARY PUBLIC STATE OF TEXAS

(Please ensure seal does not overlap any language or print)

EXHIBIT "A"

LEGAL DESCRIPTION

The following described property situated in the City of Van Meter, Madison County, State of Iowa, described as follows:

Lot Thirteen (13) of Lake View Rural Estates, a Subdivision of the Northeast Quarter (1/4) of Section Twenty-eight (28), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

Subject to Easement recorded 9/21/2001 in Book 2001 at Page 4213 between Daniel J. Jones as Grantor and Warren Water District as Grantee; granting a perpetual easement for waterline purposes.

Being the same land as conveyed in Quit Claim Deed recorded 8/31/2004 in Book 2004 at Page 4065 between Daniel J. Jones, and Misty M. Boles N/K/A Misty M. Jones, Husband and Wife, Grantors and Daniel J. Jones and Misty M. Jones, Husband and Wife, as joint tenants, Grantees.

Parcel ID Number: 061012820130000