



Document 2012 892

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Fee Amount: \$42.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDEX ✓

ANNO ✓

SCAN

CHEK

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This Document Was Prepared By:

Individual's Title/Name:

JULIEANNA HART

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When recorded mail to: #6722029

First American Title

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: ADKINS - PROPERTY REPORT

APN: 82000140310000

Original Recorded Date: SEPTEMBER 25, 2008

Original Principal Amount: \$ 91,788.00

Loan No. 6800172141

FHA/VA Case No. 703 161-2424449

MERS MIN 1002930 6800172141 5

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 4TH day of AUGUST, 2011, between ALEX M ADKINS AND JAMIE ADKINS

("Borrower"), and Mortgage Electronic Registration Systems, Inc. by U.S. Bank, NA, (authorized agent, Nominee)

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated SEPTEMBER 12, 2008 and recorded in Book or Liber 2008, at page(s) 2881 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 714 S 3RD AVE, WINTERSET, IOWA 50273

APN No. 82000140310000

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the real property described 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 **AUGUST 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **94,337.06**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **4,956.51** 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.
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 **5.000** %, from **AUGUST 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **506.42**, beginning on the **1ST** day of **SEPTEMBER, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 01, 2041** (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 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 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.

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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.

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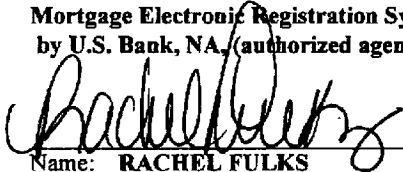
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IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA. (authorized agent, Nominee)



Name: RACHEL FULKS

(Seal)

- Lender

Its: ASSISTANT SECRETARY OF MERS


ALEX M ADKINS

(Seal)

- Borrower


JAMIE ADKINS

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

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BORROWER ACKNOWLEDGMENT

State of IOWA

County of Madison

This instrument was acknowledged before me on 15 August 2011 (date) by
ALEX M ADKINS AND JAMIE ADKINS

(name(s) of person(s)).

Jean Welch
(signature of notarial officer)

(Stamp or Seal)

Notary
Title (and Rank)



LENDER ACKNOWLEDGMENT

State of KY

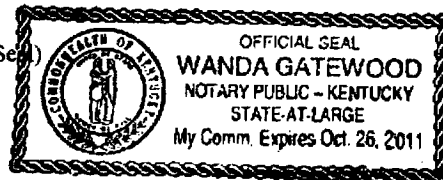
County of Daviess

This instrument was acknowledged before me on 9-15-2011 (date) by
RACHEL FULKS as ASSISTANT SECRETARY OF MERS
of US Bank NA

Wanda Gatewood
(signature of notarial officer)

(Stamp or Seal)

Notary
Title (and Rank)



HUD MODIFICATION AGREEMENT

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IOWA

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Rachel Fulks

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

State of NY

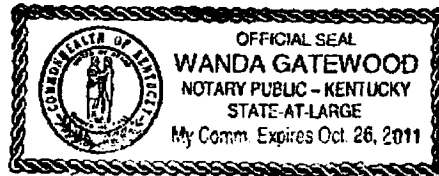
County of Davies

This instrument was acknowledged before me on 9-15-2011 (date) by
RACHEL FULKS as Asst Secretary of Mrs
of US Bank

Wanda Gatewood
(signature of notarial officer)

(Stamp or Seal)

Notary
Title (and Rank)



HUD MODIFICATION AGREEMENT

CoreLogic Document Services

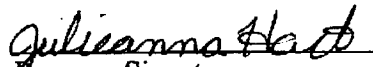
CoreLogic, Inc.

CLDS# 1AHUD-MODM-6 Rev. 10-19-10

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Certificate of Preparation

This is to certify that this instrument was prepared by U.S. Bank, NA, one of the parties named in the instrument.



Preparer Signature

Printed Name: Julieanna Hart

Title: Processor

EXHIBIT A

BORROWER(S): ALEX M ADKINS AND JAMIE ADKINS

LOAN NUMBER: 6800172141

LEGAL DESCRIPTION:

THE SOUTH HALF (1/2) OF LOTS ONE (1), TWO (2), AND THREE (3) IN BLOCK THREE (3) OF W.A. JENKINS' ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.

ALSO KNOWN AS: 714 S 3RD AVE, WINTERSET, IOWA 50273

 **ADKINS**
44785315
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


IA

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