

BK: 2017 PG: 3746
Recorded: 11/30/2017 at 8:01:59.0 AM
Fee Amount: \$42.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PREPARED BY: SHANNON MITCHELL
ADDRESS: CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
PHONE NO.:

ASSUMPTION AND AGREEMENT

GRANTOR: BRADLEY J BUTTON AND SHELLEY L BUTTON
GRANTEE: CARRINGTON MORTGAGE SERVICES, LLC

Legal description on page: 6
Tax ID.: 140022020100000

Rec. date:06/25/2008 **BK:** 2008 **PG:** 2029 **INST.:**

When recorded return to:
First American Title Insurance
FAMS – DTO Recording
3 First American Way
Santa Ana, CA 92707

State: IOWA
County: MADISON
Order No.: 11282296

This Document Prepared By:
Shannon Mitchell
Carrington Mortgage Services, LLC
Carrington Document Services
Anaheim, CA 92806

Recording Requested By and Return To:
Carrington Mortgage Services, LLC
Carrington Document Services
1600 South Douglass Road, Suite 200A
Anaheim, CA 92806

Loan No: **6000003944**
Case No: **FR1612377781703**
Tax/Parcel #: **140022020100000**

ASSUMPTION AND MODIFICATION AGREEMENT

This ASSUMPTION AND MODIFICATION AGREEMENT (the "Agreement") is made this, **3RD** day of **NOVEMBER, 2017** (the "Effective Date"), by and between **CARRINGTON MORTGAGE SERVICES, LLC** acting on behalf of the owner of the Note, (the "Lender") and **SHELLEY L BUTTON** (the "New Co-Borrower") and **BRADLEY J BUTTON** (the "Original Borrower") (collectively, the "Parties"). This Agreement amends and supplements, as set forth below, the Note made by **BRADLEY J BUTTON** the Original Borrower, dated **JUNE 18, 2008** in the original principal sum of **\$220,965.00** (the "Note") and the Mortgage or Deed of Trust (the "Security Instrument"), which was entered into as security for the Note, which was recorded in the Official Records of **MADISON COUNTY, IOWA**, on **JUNE 25, 2008**, as **INSTRUMENT: N/A, BOOK/LIBER/REEL: 2008, PAGE: 2029** and which encumbers the real and personal property described in the Security Instrument (defined in the Security Instrument as the "Property"), known as **1327 NATURE COURT, VAN METER, IOWA 50261**

Attached hereto is the legal description as **Exhibit A** and incorporated herein.

WITNESSETH:

WHEREAS, Lender is the holder, or is acting on behalf of the owner of the Note and Security Instrument and subsequent modifications thereof, if any (collectively, the "Loan Documents").

WHEREAS, Original Borrower will remain liable under the Note and Mortgage, as same may be modified, and will be allowed to convey an interest in the Property to New Co-Borrower.

WHEREAS, New Co-Borrower represents it has reviewed the terms of the Loan Documents, and it is eligible to assume and perform all of the agreements, covenants and conditions of the Note, Security Instrument and other Loan Documents as same may be modified.

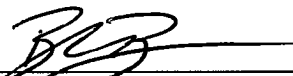
NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Consent to Conveyance. Lender hereby consents to and/or ratifies the transfer of an interest in the Property to New Co-Borrower but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property as provided for in the Loan Documents.
2. Assumption and Modification. New Co-Borrower hereby assumes all obligations under the Loan Documents, and agrees to perform all covenants, conditions, duties and obligations contained therein, and agrees to pay the Note as same may be modified and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof. Original Borrower acknowledges and agrees that he or she remains liable on the Note as same may be modified.
3. Representations and Warranties. New Co-Borrower and Original Borrower represent and warrant as follows:
 - i. New Co-Borrower and Original Borrower currently occupy and will continue to occupy the Property as the primary residence.
 - ii. New Co-Borrower and Original Borrower have no defenses or rights of set-off against Lender or against the payment collection or enforcement of the indebtedness evidenced by the Loan Documents and owed to Lender.
 - iii. No action has been brought or threatened that would in any way interfere with the right of New Co-Borrower and Original Borrower to execute this Agreement and perform all of the Original Borrower's and/or New Co-Borrower's obligations contained herein, in the Note, in the Security Instrument, or in any other Loan Documents as same may be modified.
 - iv. All financial statements provided to Lender, if any, of New Co-Borrower and Original Borrower, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that affect New Co-Borrower's or Original Borrower's ability to repay the indebtedness evidenced by the Note and secured by the Mortgage, as same may be modified.
4. Modification Agreement. The New Co-Borrower and Original Borrower acknowledge and agree to

the terms set forth in the Modification Agreement attached hereto as **Exhibit B** and incorporated herein. Except as modified by this Agreement, all the provisions of the Note, Security Instrument or any other Loan Documents are and shall remain in full force and effect and shall be performed by the New Co-Borrower and Original Borrower.

5. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.
6. This Agreement shall be governed, interpreted and construed by the law of the state in which the premises are located.

IN WITNESS WHEREOF, the undersigned Parties have executed this Assumption and Modification Agreement as of the Effective Date.


Borrower: **BRADLEY J BUTTON**

11-21-17
Date


Borrower: **SHELLEY L BUTTON**

11-21-17
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

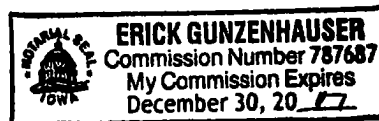
BORROWER ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF Polk

On this 21st day of Nov, 20 17, before me personally appeared **BRADLEY J BUTTON, SHELLEY L BUTTON** 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.


Notary Public

Printed Name: Erick Gunzenhauser
(Seal, if any)
My Commission expires:
12-30-2017



CARRINGTON MORTGAGE SERVICES, LLC

By _____ (print name)

Jill A. Fuller, Director Loss Mitigation
Carrington Mortgage Services, LLC

Date

11-28-17

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ Notary Public,
(Date) (here insert name and title of officer)

appeared _____, the _____, who 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 the company upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL – PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

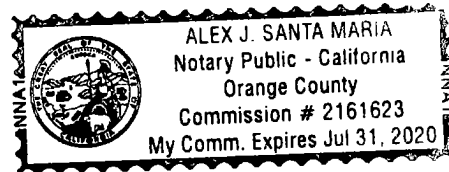
On 11/28/17, before me, ALEX J. SANTA MARIA, Notary Public, personally appeared JILL A. FULLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

ALEX J. SANTA MARIA



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) by circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages, and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**COMPLIANCE
AGREEMENT**

In consideration of **CARRINGTON MORTGAGE SERVICES, LLC.**, ("Lender") allowing the transfer of the property located at **1327 NATURE COURT, VAN METER, IOWA 50261** and the assumption by the undersigned of the referenced loan (the "Loan"), the undersigned agree, upon request of Lender or upon request of any person acting on behalf of Lender, to fully cooperate with Lender or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the original closing or with the assumption of the Loan. The undersigned further agree to execute such documents or take such action as Lender or such person acting on behalf of Lender reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Lender to sell, convey, seek guaranty, or market the Loan to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the United States Department of Agriculture, the Department of Veterans Affairs, or any bonding authority.

The undersigned further agree to comply with any such request within a reasonable period of time as specified by Lender or by such person acting on behalf of Lender and to comply individually or jointly. Failure to comply shall constitute default under the Note and Security Instrument that evidence and secure the Loan, and Lender may pursue its available remedies.

The rights and powers of Lender under this Compliance Agreement shall inure to the benefit of any subsequent holder of said Note and Security Instrument.

BY SIGNING BELOW THE UNDERSIGNED ACKNOWLEDGE THAT EACH FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 11-21-17


SHELLEY L. BUTTON

EXHIBIT "A"

BORROWER(S): BRADLEY J BUTTON AND SHELLEY L BUTTON HUSBAND AND WIFE

LOAN NUMBER: 6000003944

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF IOWA, COUNTY OF MADISON, CITY OF VAN METER, and described as follows:

LOT TWENTY-FOUR (24) OF PRAIRIE RIDGE ESTATES LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF ASSOCIATION OF PRAIRIE RIDGE ESTATE ASSOCIATION FILED IN BOOK 2002, PAGE 2126 OF THE MADISON COUNTY RECORDERS OFFICE.

ALSO KNOWN AS: 1327 NATURE COURT, VAN METER, IOWA 50261