

BK: 2018 PG: 134
Recorded: 1/12/2018 at 8:08:48.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

MODIFICATION OF NOTE AND MORTGAGE
RECORDER'S COVER SHEET

Preparer Information: (name, address and phone number)

Jason Sherman
Idaho Housing & Finance Association
P.O. Box 7899
Boise, ID 83707
208-331-4846

Taxpayer Information: (name and complete address)

Dylan & Shiloh Strawn
2848 Saint Charles Rd
Saint Charles, IA 50240

Return Document to: (name and complete address)

Jason Sherman
Idaho Housing & Finance Association
PO Box 7899
Boise, ID 83702

Grantors:

Dylan Ross Stawn and Shiloh Dawn Strawn, husband and wife as joint tenants

Grantee:

Idaho Housing & Finance Association

Legal Description:

A PARCEL OF LAND LOCATED IN THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION EIGHTEEN (18), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M. MADISON COUNTY, IOWA, 1990, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

APN #: 500091820010000

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of **December, 2017**, between **Dylan Ross Strawn and Shiloh Dawn Strawn, husband and wife as joint tenants ("Borrower")** and **Idaho Housing & Finance Association ("Lender")**, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 18, 2015** and recorded in **Book or 2015, at Page(s) 1875**, of the Mortgage 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 **2848 Saint Charles Rd, Saint Charles, IA 50240** (Property Address)

the real property described being set forth as follows:

A PARCEL OF LAND LOCATED IN THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION EIGHTEEN (18), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M. MADISON COUNTY, IOWA, 1990, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.
APN #: 500091820010000

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 February 1, 2018, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$156,739.17 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$2,452.34 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$154,286.83. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from January 1, 2018. Borrower promises to make monthly payments of principal and interest of U.S. \$644.82, beginning on the 1st day of February, 2018, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be January 1, 2058.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

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.

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

IDAHO HOUSING AND FINANCE ASSOCIATION

James Capell

(Seal)

BORROWER(S)

Dylan Ross Strawn

(Seal)

Shiloh Dawn Strawn

(Seal)

"BORROWER(S)"

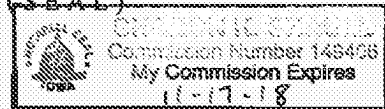
STATE OF IDAHO

County of Madison) ss.

On this 4th day of January, 20 18, before me, the undersigned Notary Public in and for said State, personally appeared Dylan Ross Strawn and Shiloh Dawn Strawn, 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 that he(she)(they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(SEAL)



Sharon K. Shauell

NOTARY PUBLIC for Idaho

My Commission Expires: 11-17-18

"BENEFICIARY"

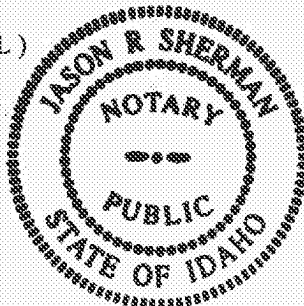
STATE OF IDAHO)

County of Ada) ss.

On this 9th day of January, 20 18, before me, the undersigned Notary Public in and for said State, personally appeared James Capell, known to me to be the Authorized Representative for Idaho Housing and Finance Association that executed this instrument, and acknowledged to me that such agent executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(SEAL)



NOTARY PUBLIC for Idaho

My Commission Expires: 4/23/21