

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

**E25007642-2**

**FILED  
IOWA SECRETARY OF STATE**

**2025-02-11 21:41**

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Brittany Jacobson 515-979-7992
B. E-MAIL CONTACT AT SUBMITTER (optional) jacobson.brittanyf@gmail.com
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Off-site Administrative Services 1419 SE Wanda Dr Ankeny, IA 50021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTOR'S NAME: Provide only one Debtor name - use exact, full name; do not omit, modify, or abbreviate any part of the debtor's name

ORGANIZATION'S NAME BMO Harris Bank				
OR				
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
320 South Canal Street	Chicago	IL	60606	USA

SECURED PARTY'S NAME: NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name

ORGANIZATION'S NAME				
OR				
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1419 SE Wanda Dr	Ankeny	IA	50021	USA

COLLATERAL: This financing statement covers the following collateral:

This Financing Statement covers all assets, rights, titles, and interests, whether tangible or intangible, now owned or hereafter acquired by the debtor, BMO Harris Bank N.A., including but not limited to: All present and future accounts, instruments, investment property, and negotiable instruments held, controlled, or managed by BMO Harris Bank, including all deposits, cash reserves, securities, promissory notes, and other financial assets. All proceeds from any mortgage accounts, financial agreements, or transactions related to the secured party, Brittany Jacobson, including but not limited to payments, interest, penalties, escrow funds, and other derived funds. All financial interests, tangible or intangible, owned or controlled by BMO Harris Bank, including but not limited to: Deposit accounts and cash equivalents Investment securities, bonds, and financial derivatives Mortgage receivables, promissory notes, and security interests in real estate or loan agreements Business and property assets tied to unlawful financial practices Insurance policies and claims related to secured transactions All equitable interests over the secured party's property that were misrepresented, unlawfully encumbered, or improperly accounted for by BMO Harris Bank. All rights, claims, and causes of action arising from violations of federal and state financial laws, including claims for damages, restitution, penalties, and other relief owed to the secured party, totaling \$400,000 in financial injury. This security interest arises from BMO Harris Bank's default and non-performance in accordance with UCC 3-501, UCC 9-210, and applicable federal and state laws and shall remain in effect until full satisfaction of the secured party's claim is received.

Check only if applicable and check only one box: Collateral is:  held in a Trust  being administered by a Decedent's Personal Representative

Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
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ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

OPTIONAL FILER REFERENCE DATA

This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

Name and address of a RECORD OWNER of real estate described (if Debtor does not have a record interest):

Description of real estate:

MISCELLANEOUS

Additional Documentation can be provided upon request

Additional proof upon  
Request for BMO &  
Green State.

**Brittany Jacobson**  
1419 SE Wanda Dr.  
Ankeny, Ia 50021

11/29/24

BMO Harris Bank (formerly Bank of the West)  
Attn: Errors Dept  
111 W Monroe St  
Chicago, Il 60603

**Subject:** Conditional Acceptance and Demand for Cure

To Whom It May Concern,

I am writing to address the mishandling of my mortgage and associated accounts, inherited by BMO Harris from Bank of the West. I have repeatedly requested validation of debts and a breakdown of the \$82,000 deferred balance, yet you have failed to respond. This constitutes bad faith and a potential effort to conceal fraudulent actions.

This letter constitutes a conditional acceptance under the Uniform Commercial Code (UCC) §1308 and the maxims of equity. You are required to respond in writing and address each point raised below, point by point, within thirty (30) days of receipt of this notice. Failure to provide a full and specific rebuttal within this time frame will constitute your tacit agreement to the terms outlined herein.

**Violations and Misconduct:**

**1. Double-Dipping and Fraudulent Debt Collection:**

Attempting to collect unsecured debts already rolled into my deferred mortgage balance constitutes double-dipping and potential fraud.

**2. Failure to Validate Debt:**

You have failed to provide proof of the alleged debts or your legal right to collect them, violating the FDCPA.

**3. Excessive and Predatory Practices:**

The unexplained increase in deferred balances from \$13,000 to \$82,000 demonstrates predatory practices that unjustly enrich your institution.

#### **4. Unlawful Collection Attempts:**

Repeated collection calls to myself and Ryan Glasgow constitute harassment and unauthorized disclosure of private information.

#### **Demands for Cure:**

##### **1. Validation and Documentation:**

Provide a detailed breakdown of the \$82,000 deferred balance and proof of your legal right to collect on all debts.

##### **2. Production of the Original Promissory Note:**

As part of this validation, you must provide the original wet-ink promissory note or sufficient legal evidence of its chain of custody. This is required to verify your authority to enforce the mortgage under Iowa's judicial foreclosure process.

##### **3. Mortgage Forgiveness:**

Forgive the remaining balance of my mortgage due to the harm caused by unlawful practices.

##### **4. Compensation for Damages:**

Compensate me for financial harm and emotional distress in the amount of \$400,000.

#### **Binding Terms and Right to Cure Period:**

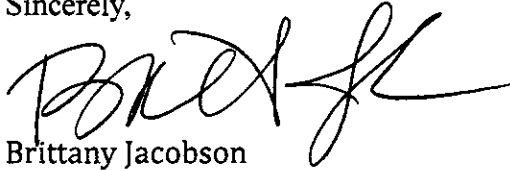
You are hereby given thirty (30) days to provide a point-by-point response addressing the violations and demands outlined above. Failure to respond within this time frame will be deemed full and binding acceptance of the terms in this letter, as governed by the UCC §1-308 and principles of equity.

Should you fail to respond, I will pursue the following:

1. Filing liens against your corporate assets and properties.
2. Initiating legal action for mortgage forgiveness and damages.
3. Submitting complaints to regulatory authorities, including the CFPB and FTC.

This is your final opportunity to resolve this matter amicably.

Sincerely,

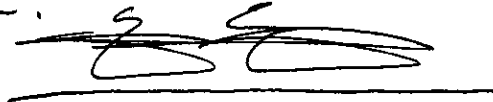


Brittany Jacobson

515-979-9772

Jacobson.brittanyf@gmail.com

Executed by Brittany Jacobson on November 29, 2024  
before me, a notary public.



Eric Eshelman





Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

December 20, 2024

Brittany F. Jacobson  
1419 SE Wanda Dr  
Ankeny, IA 50021

Re: Loan Number: xxxxxx4783

Dear Brittany F. Jacobson,

BMO Bank N.A. is in receipt the concerns you recently submitted on November 29, 2024 addressed to an "Errors Department" and received by our Executive Offices on December 13, 2024. In your correspondence, you stated that you have requested validation of debt and a breakdown of the \$82,000.00 deferred balance reflecting on your account but have not received the requested information. You stated we are attempting to collect unsecured debt that is already rolled into your deferred mortgage balance. You stated that we have made repeated collection calls to you and Ryan Glasgow. You are asking for us to provide the Promissory Note. You are asking us to forgive the remaining balance of your mortgage and compensate you for financial harm and emotional distress. We have reviewed your concerns, and our response is indicated below.

Dovenmuehle Mortgage Inc. (DMI) is the contracted agent assisting BMO with the processing of mortgage payments, managing escrow accounts, and answering questions regarding the servicing of your loan. DMI was carefully selected based upon its reputation, high service standards, and business expertise. DMI began servicing your loan on August 1, 2023. Please note, we do not have an Errors Department. If you need immediate assistance, you can reach us at the phone number provided below.

Our records show that in August 2022, your loan was approved for Loan Modification. Prior to the loan modification approved in August 2022, your loan reflected as due for the September 2020 payment. The loan modification created a new second principal balance in the amount of \$82,719.10 which included \$24,618.20 in capitalized interest and escrow advances, the reduction in the first principal balance of \$45,036.34 and the previously deferred balance of \$13,064.56.

According to the enclosed Loan Modification agreement as of August 1, 2022, your new principal balance is \$203,332.22 consisting of the unpaid amount loaned to you plus any interest and other amount capitalized. The agreement states that \$82,719.10 of the new principal balance shall be deferred principal balance and you will not pay interest or make monthly payments on this amount.

Page 2 of 2

December 19, 2024

Loan Number: xxxxxx4783

Your loan was approved for a Trial Plan Payment (TPP) on April 26, 2024 for the period of June 1, 2024 to August 1, 2024 in the monthly payment amount of \$1,094.57. On May 9, 2024, you called to give us verbal acceptance of the TPP. Our Loss Mitigation Department begin calling you for the first TPP payment from June 12, 2024, through July 9, 2024. Our Loss Mitigation Department spoke to you on July 9, 2024 at which time you informed us that there was a tornado in your area along with other obligations that prevented you from making your payment. You requested a Forbearance. As your home was affected by the tornado, we activated a Disaster Forbearance from August 1, 2024 through December 1, 2024. We received a copy of the signed Forbearance on July 23, 2024.

Our Loss Mitigation Department begin calling you on November 19, 2024 to see if your hardship has resolved and to discuss second step options. If you have any questions or should your financial circumstances change, you may contact our Loss Mitigation Department at 1-866-397-5370, Monday through Friday, 8:00 a.m. to 8:00 p.m. Central Standard Time (CST).

Per your request, we have attached a copy of your Recorded Mortgage, Loan Modification Agreement, Note, Payment History, TPP, Forbearance agreement and Verification of Mortgage (VOM) for your review. We hope this satisfies your request and we will be happy to assist with any future questions or concerns.

We respectfully decline your request for compensation.

We believe that this response fully addresses the concerns outlined in your correspondence. You have a right to request any documentation we relied upon in developing our response to your concerns in addition to any documentation already enclosed with this response. If you have any questions concerning this response or require additional assistance, please contact our Customer Service Department at 1-855-290-4759, Monday through Friday, from 7:30 a.m. to 10:00 p.m. CST, Saturday 9:00 a.m. to 2:00 p.m.

Sincerely,



K. Randle  
Escalation Resolution Specialist  
Research Department

Recorded: 12/8/2017 at 12:08:03.0 PM  
Fee Amount: \$82.00  
Revenue Tax:  
Polk County, Iowa  
Julie M. Haggerty RECORDER  
Number: 201700047791  
BK: 16753 PG: 713

Recording Requested by  
First American Title

FILE # 89173597  
APN: 181-00229042810

THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

\* WHEN RECORDED RETURN TO: NE-BBP-LL-P, Bank of the West Post Closing, whose address is 13505 California St., Omaha, Nebraska 68154

Document Title: MORTGAGE

Grantor:  
BRITTANY F JACOBSON, AN UNMARRIED  
WOMAN  
1419 SE WANDA DR, Ankeny, Iowa 50021

Grantees:

- Bank of the West, a California state banking corp.
- Mortgage Electronic Registration Systems (solely as nominee for Bank of the West, a California state banking corp.)

Legal Description:

LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING  
A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

Book and Page Reference:

Book \_\_\_\_\_ Page \_\_\_\_\_



**Recording Requested by  
First American Title**

FILE # 89173597  
APN: 181-00229042810

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THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

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**Grantor:**

BRITTANY F JACOBSON, AN UNMARRIED  
WOMAN  
1419 SE WANDA DR, Ankeny, Iowa 50021

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- Mortgage Electronic Registration Systems (solely as nominee for Bank of the West, a California state banking corp.)

**Legal Description:**

LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING  
A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

**Book and Page Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_



**Recording Requested by  
First American Title**

(Space Above This Line For Recording Data)

LOAN NUMBER: 8802077989

THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

WHEN RECORDED RETURN TO: NE-BBP-LL-P, Bank of the West Post Closing, whose address is 13505 California St., Omaha, Nebraska 68154

MIN: 100104088020779896

89173597

APN: 181-00229042810

**MORTGAGE**

**DEFINITIONS.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated October 26, 2017, together with all Riders to this document.
- (B) "Borrower" is BRITTANY F JACOBSON, AN UNMARRIED WOMAN, whose address is 1419 SE WANDA DR, Ankeny, Iowa 50021, who is/are the mortgagor(s) under this Security Instrument.
- (C) "MERS" is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.
- (D) "Lender" is Bank of the West, a California state banking corp.. Lender is a Bank organized and existing under the laws of the State of California. Lender's address is 13505 California St, NE-BBP-LL-P, Omaha, Nebraska 68154 .
- (E) "Note" means the promissory note signed by Borrower and dated October 26, 2017. The Note states that Borrower owes Lender One Hundred Seventy-eight Thousand Five Hundred and 00/100 Dollars (U.S. \$178,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2047.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by the Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- Adjustable Rate Rider       Condominium Rider       Second Home Rider



Balloon Rider                       Planned Unit Development Rider                       Other(s) [specify]:  
 1-4 Family Rider                       Biweekly Payment Rider

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Polk:

Address: 1419 SE WANDA DR, Ankeny, Iowa 50021

Legal Description: LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

Parcel ID/Sidwell Number: 181-00229042810

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by



Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full



payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower



shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These



amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property,



Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance



coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender



may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made



by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security



Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by



Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any



Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Waivers.** Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Borrower waives any right of exemption as to the Property.
25. **HOMESTEAD EXEMPTION WAIVER. I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**
- Brittany F. Jacobson* 10/26/17  
BRITTANY F JACOBSON Date
26. **Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of



redemption from judicial sale shall be reduced to 60 days. The provisions of this Section 26 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

**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.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Brittany F Jacobson 10/26/17  
BRITTANY F JACOBSON Date

**INDIVIDUAL ACKNOWLEDGMENT**

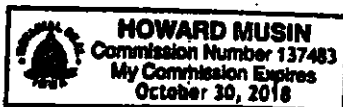
STATE OF IOWA )  
COUNTY OF POLK )

This instrument was acknowledged by BRITTANY F JACOBSON, before me on October 26, 2017. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 10/30/2018

Howard Musin  
Howard Musin

(Official Seal)



LOAN ORIGINATOR COMPANY NAME: Bank of the West, a California state banking corp.  
NMLS COMPANY IDENTIFIER: 19116  
LOAN ORIGINATOR NAME: James Duncan  
NMLS ORIGINATOR IDENTIFIER: 367994



**Exhibit "A"**

**Legal Description**

**A.P.N.: 181-00229042810**

**Real property in the City of Ankeny, County of Polk, State of Iowa, described as follows:**

**LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.**

Prepared by (and return to):  
Monica Caswell,  
Bank of the West, NMLS# 19116  
NE-BBP-02-1  
13505 California Street  
Omaha, NE 68154

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Lenders Loan Number: 8802077989	FNMA Loan Number: 4013988231
MIN: MIN NUMBER 1001040-8802077989-6	MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 17th day of August, 2022, between Bank Of The West ("Borrower"), BRITTANY F JACOBSON ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ["Mortgagee"] ["Beneficiary"], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated and recorded 12/08/2017 in

Book 16753- Page 713  
[Name of Records]

Polk County, Iowa  
[County and State or other Jurisdiction]

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

1419 SE wanda Dr. Ankeny, IA 50021  
(Property Address)

the real property described being set forth as follows: LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

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, 2022, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$203,332.22 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$82,719.10 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 \$120,613.12. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.875%, from August 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$494.75, beginning on the 1st day of September, 2022, 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 3.875% 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 08/01/2062.
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. 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.

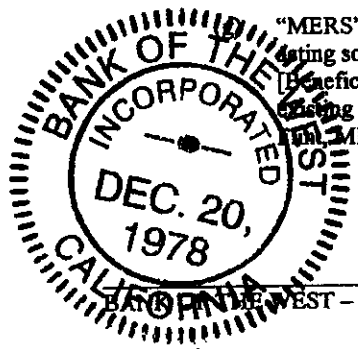
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.
6. 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.

By checking this box, Borrower also consents to being contacted by text messaging .

"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] [Beneficiary] 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, MI 48501-2026, tel. (888) 679-MERS.



\_\_\_\_\_  
BANK OF THE WEST - LENDER (Seal)

By: Janette Work  
Janette Work  
Vice President

8-24-22  
Date of Lender's Signature

[Signature]  
Borrower's Signature

8/18/22  
Date of Borrower's Signature

Janette Work 8-24-22  
Mortgage Electronic Registration Systems, Inc.,  
as nominee for Lender, its successors and assigns

[Space Below This Line For Acknowledgments]

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 Iowa )  
 ) SS.  
COUNTY OF Polk )

On this date, 8-18-22, before me, the undersigned, a Notary Public, personally appeared **BRITTANY F JACOBSON** 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 which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

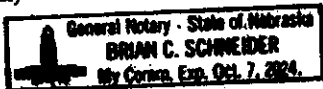


*Sharon K Duff*  
Notary Public

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF DOUGLAS )

On 8/24/22, before me the undersigned, a Notary Public, personally came Jeanette Work, Vice President of Bank of the West, a California banking corporation, to me personally known to be the identical person whose name, as such officer, is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Bank in said official capacity voluntarily done and executed.

(Seal)



*Brian C Schneider*  
Notary Public

Certified to be a true and exact copy of the original.  
First American Lender Advantage  
No. 8802077989

**NOTE**  
Ankeny

October 26, 2017

By: [Signature] IA

[Date]

[City]

[State]

1419 SE WANDA DR, Ankeny, Iowa 50021

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$178,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Bank of the West, a California state banking corp.. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6 (B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on December 1, 2017. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Bank of the West whose address is Mortgage Payment Processing, 13505 California Street, Omaha, Nebraska 68154 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$839.37.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



Certified to be a true and exact copy of the original.  
First American Lenders Advantage

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 10/20/17  
BRITTANY F JACOBSON Date

Loan Originator Company Name: Bank of the West, a California state banking corp.  
NMLS Company Identifier: 19116  
Loan Originator Name: James Duncan  
NMLS Originator Identifier: 367994



113101-721 DOVENMUEHLE MORTGAGE, INC. LOAN HISTORY Y-T-D INV 73F CAT 007  
INV# 4013988231 T16 12/29/23

PAGE 5845

OLN# 1506774783 BRITTANY F JACOBSON EMP 0 POF0

1419 SE WANDA DR ANKENY IA 50021

01ST MTGE PRIN 2ND MTGE PRIN ESC BAL REST ESC SUSPENSE ADV BAL REPL RES HUD BAL  
LC BAL INT DUE DUE DATE HUD PRT OF M

118,887.38 82,719.10 1649.77 .00 154.19 .00 .00 .00 49.46 .00 01-01-24  
.00 TT W

0 P & I 1ST P&I 2ND CO TAX CITY TAX HAZ INS M I P LIEN BSC A & H LIFE MISC REP RES  
TOT PAYMT INT RATE DT BM

494.75 .00 347.33 .00 165.83 47.91 .00 .00 .00 0 .00 0 .00 0 .00 1055.82  
.0387500 1 7

0 1ST ORIG MTG 2ND ORIG MTG PRIN BAL BEG INT IND CAP FLAG MTGR SSN DEF INT BAL  
PRIOR YR PPD INT PPD INT IND GPM ORG

178,500 82,719 120,507.85 [REDACTED] 0.00 0.00 0

OASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT  
PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

112/13718388 N/08-01-23 R780823 2 13/01-16-23

OPMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS  
RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT

12 Y .00 12-17

OIOE CREDIT YTD/W-H SW/W-H BALANCE IORE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD  
NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE

1.51 .00 .00 .00 A 08-62

OREC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT  
CODE / DATE LOSS MIT STATUS/COMPL DATE

23.90 .00 C 08-03-23

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
BALANCE INT-BAL AMOUNTS DCT

BAL-FWD 120507.85 2111.94- .00 .00 .00 353.99 WB

08-23 08-03 1 70 1\* 6331.08 638.80 119869.05 2329.70 3362.58 1250.64 .00 .00 .00

.00 353.99 WB1

BATCH 901 EDIT-SEQ 034225 ACTION M540

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08-23 08-03 3 10 3\* 335.37- 1135.73- PAYEE CD

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353.99 WB

119869.05 P1

82719.10 P2

REASON PFAM HI 2

PRA .00 PFA 82,719.10-

00-00 08-04 7 45 1 23.90 PROCES ACQ REASON ATTY ATTORNEY FEE/COS CORP:SEQ PAYEE

12R34 ORIG PAY 23.90 AR

ACTION OMEM

04-23 08-04 1 61 2 1135.73 .00 202588.15 .00 1135.73 .00 1135.73 .00 .00 .00

353.99 WB1

119869.05 P1  
82719.10 P2

BATCH 903 EDIT-SEQ 999999

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ORIG PAY ATTY 163 75.00 AN

CHECK #897917 MICR CHECK #0007897917

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ORIG PAY ATTY 163 50.00 AN

CHECK #897917 MICR CHECK #0007897917

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ORIG PAY ATTY 163 26.00 AN

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14153

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353.99 WB1

119869.05 P1  
82719.10 P2

04-23 10-17 1 73 1 4134.66 .00 202588.15 .00 .00 .00 3209.73 .00 .00 .00  
4134.66 W 1

4488.65 WB

PRV-PD

THRU: 10-17-23

113101-721

DOVENMUEHLE MORTGAGE, INC.

LOAN HISTORY Y-T-D INV 73F CAT 007

INV# 4013988231 T16 12/29/23

LOAN-NO (CONT'D)

PAGE 5846

OLN# 1506774783 BRITTANY F JACOBSON

EMP 0 POFO

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE

STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT

BALANCE INT-BAL. AMOUNTS DCT

119869.05 P1  
82719.10 P2

BATCH B50 EDIT-SEQ 548338 ACTION 1801

04-23 10-18 1 73 1 .00 107.67 202480.48 387.08 561.07 561.07 3209.73 .00 .00 .00  
4223.28-W 1

265.37 WB

PRV-PD FROM: 10-18-23 THRU: 10-18-23

24.97 AA

119761.38 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

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265.37 WB1

561.07 V

119761.38 P1

82719.10 P2



LOAN-NO (CONT'D)

PAGE 5847

OLN# 1506774783 BRITTANY F JACOBSON

EMP 0 POF0

0 DUE PROC TP SQ AMOUNT PRINCIPAL INTEREST ESCROW ESCROW ADVANCE

STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT

BALANCE INT-BAL AMOUNTS DCT

119436.27 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

07-23 10-18 1 68 11 .00 .00 202155.37 .00 561.07- .00 965.45 .00 .00 .00  
265.37 WB1

561.07 V

119436.27 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

07-23 10-18 1 73 12 .00 .00 202155.37 .00 .00 .00 965.45 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

HI 2

BATCH B57 EDIT-SEQ 296196

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265.37 WB1

119436.27 P1

82719.10 P2

09-23 10-27 3 10 1 CHECK #075768 MICR CHECK #0008075768 47.91- 47.91- PAYEE CD 112  
08-23 10-27 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1061.27 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

10-23 11-07 3 10 1 CHECK #097509 MICR CHECK #0008097509 47.91- 47.91- PAYEE CD 112  
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265.37 WB1

119436.27 P1

82719.10 P2

00-00 11-17 6 30 1 .00 PROCES NIV REASON BNKF BNK ATTY FEES CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 1050.00 AN

CHECK #127291 MICR CHECK #0008127291

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ORIG PAY ATTY 163 188.00 AN

CHECK #127359 MICR CHECK #0008127359

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08-23 12-08 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1157.09 .00 .00 .00  
265.37 WB1

119436.27 P1  
82719.10 P2  
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.00 111.18-W 1

154.19 WB  
PRV-PD FROM: 10-18-23 THRU: 12-08-23  
24.88 AA

119327.20 P1  
82719.10 P2  
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154.19 WB1

561.07 V  
119327.20 P1  
82719.10 P2  
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08-23 12-22 1 73 3 .00 .00 202046.30 .00 .00 .00 596.02 .00 .00 .00  
154.19 WB1

119327.20 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801  
LOAN HISTORY Y-T-D INV 73F CAT 007

HI 2  
113101-721 DOVENMUEHLE MORTGAGE, INC.  
INV# 4013988231 T16 12/29/23

LOAN-NO (CONT'D) PAGE 5848  
OLN# 1506774783 BRITTANY F JACOBSON EMP 0 POF0  
0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
BALANCE INT-BAL. AMOUNTS DCT  
09-23 12-22 1 73 4 .00 109.42 201936.88 385.33 561.07 561.07 596.02 .00 .00 .00  
154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23  
24.86 AA  
119217.78 P1  
82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801  
09-23 12-22 1 68 5 .00 .00 201936.88 .00 561.07- .00 34.95 .00 .00 .00  
154.19 WB1

561.07 V  
119217.78 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801

09-23 12-22 1 73 6 .00 .00 201936.88 .00 .00 .00 34.95 .00 .00 .00  
154.19 WB1

119217.78 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801

HI 2  
10-23 12-22 1 73 7 .00 109.78 201827.10 384.97 561.07 561.07 34.95 .00 .00 .00

154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.84 AA

119108.00 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

10-23 12-22 1 68 8 .00 .00 201827.10 .00 34.95- 526.12 .00 .00 .00 .00  
154.19 WB1

34.95 V

119108.00 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

10-23 12-22 1 73 9 .00 .00 201827.10 .00 .00 526.12 .00 .00 .00 .00  
154.19 WB1

119108.00 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

11-23 12-22 1 73 10 .00 110.13 201716.97 384.62 561.07 1087.19 .00 .00 .00 .00  
154.19 WB1

HI 2

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.81 AA

118997.87 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

11-23 12-22 1 73 11 .00 .00 201716.97 .00 .00 1087.19 .00 .00 .00 .00  
154.19 WB1

118997.87 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

12-23 12-22 1 73 12 .00 110.49 201606.48 384.26 561.07 1648.26 .00 .00 .00 .00  
154.19 WB1

HI 2

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.79 AA

118887.38 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

12-23 12-22 1 73 13 .00 .00 201606.48 .00 .00 1648.26 .00 .00 .00 .00  
154.19 WB1

118887.38 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

01-24 12-29 1 60 1 1.51 .00 201606.48 .00 1.51 1649.77 .00 .00 .00 .00  
154.19 WB1

HI 2

118887.38 P1

LOAN HISTORY Y-T-D INV 73F CAT 007

113101-721 DOVENMUEHLE MORTGAGE, INC.

INV# 4013988231 T16 12/29/23

LOAN-NO (CONT'D)

OLN# 1506774783 BRITTANY F JACOBSON

PAGE 5849

EMP 0 POF0

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
 STATUS STATUS UNEARNED OTHER CFD  
 DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
 BALANCE INT-BAL. AMOUNTS DCT

OREQ-BY TOTALS 19,036.54 5,800.78 82719.10 P2  
 Y/E 81,098.63- 8,413.72 .00 4,838.41

OTHER AMOUNT CODES:

A =FHA-PENALTY B = C =235-FEE D = E =CHG-OWNER-FEE-PD F  
 =MISC  
 G =SER-INT-PD TO POOL H = I =A-H-PD J =LIFE-PD K =INT-DUE-PD L =  
 M =ADVANCE-EFF-DATE N =ADVANCE-MEMO-AMT O = P =ACCRUED-IOE/IORE Q  
 =SCHED-PMT-DUE-AMT R =UE-INT-AMT  
 S =CR-LIFE-AMT T =ORIG-FEE-AMT U =REAPPLICATION-FEE V =ESCROW-ADVANCE W  
 =TOTAL SUSPENSE PD X =REPLACEMENT-RESERVE  
 Y =HUD-FUND Z =RESTRICTED-ESCROW AA=SER-FEE-PD AB=DEF/CAP-INT-PD AC=LF-  
 DEF/CAP-INT-PD AD=CHECK-NO  
 AE=DEF/CAP-INT-LTD-PD AF=LF-DEF/CAP-INT-LTD AG=SUB-CODE AH= AI=  
 AJ=DEF-INT-ADJ-FLAG  
 AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV  
 AO= AP=DATE-STAMP  
 AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV  
 AU= AV=  
 AW= AX= AY=ADJ YE 1098 IND AZ=  
 P1=1ST PRIN BAL P2=2ND PRIN BAL  
 WB=TOTAL SUSP BAL  
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

MORTGAGE SERVICES  
 1 CORPORATE DRIVE  
 LAKE ZURICH IL 60047

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 12/13/24  
 PAGE 3

REQ BY KRL

BRITTANY F JACOBSON  
 LOAN NUMBER: 1506774783

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	01/01/24 - 12/12/24	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION	
05-07-24	04-24	310	MORTGAGE INSURANCE DISBURSEMENT		
47.91-	0.00	0.00	47.91-		
			639.05-	NEW PRINCIPAL/ESCROW BALANCES	
04-02-24	01-24	161	ESCROW ADVANCE		
47.91	0.00	0.00	47.91		
			591.14-	NEW PRINCIPAL/ESCROW BALANCES	
04-02-24	03-24	310	MORTGAGE INSURANCE DISBURSEMENT		
47.91-	0.00	0.00	47.91-		
			591.14-	NEW PRINCIPAL/ESCROW BALANCES	
03-04-24	01-24	161	ESCROW ADVANCE		
47.91	0.00	0.00	47.91		
			543.23-	NEW PRINCIPAL/ESCROW BALANCES	
03-04-24	02-24	310	MORTGAGE INSURANCE DISBURSEMENT		
47.91-	0.00	0.00	47.91-		
			543.23-	NEW PRINCIPAL/ESCROW BALANCES	
03-01-24	01-24	161	ESCROW ADVANCE		
495.32	0.00	0.00	495.32		
			495.32-	NEW PRINCIPAL/ESCROW BALANCES	
03-01-24	03-24	312	COUNTY TAX		
2,074.00-	0.00	0.00	2074.00-		
			495.32-	NEW PRINCIPAL/ESCROW BALANCES	
02-29-24	01-24	173	PAYMENT		
0.00	0.00	0.00	0.00	80.00 6 PROP INSPECTION FEE	
				80.00- SUSPENSE/UNAPPLIED	
02-29-24	01-24	173	PAYMENT		
0.00	0.00	0.00	0.00	49.46 1 LATE CHARGE	
				49.46- SUSPENSE/UNAPPLIED	
02-29-24	01-24	166	MISCELLANEOUS ESCROW DEPOSIT		
0.00	0.00	0.00	24.73	24.73- SUSPENSE/UNAPPLIED	
			1578.68	NEW PRINCIPAL/ESCROW BALANCES	
02-29-24	00-00	745	CORP. ADVANCE ADJUSTMENT		
1,214.10	0.00	0.00	0.00		
02-29-24	00-00	745	CORP. ADVANCE ADJUSTMENT		
1,214.10-	0.00	0.00	0.00		
02-15-24	00-00	745	CORP. ADVANCE ADJUSTMENT		
299.90-	0.00	0.00	0.00		

MORTGAGE SERVICES  
 1 CORPORATE DRIVE  
 LAKE ZURICH IL 60047

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 12/13/24  
 PAGE 4

REQ BY KRL

BRITTANY F JACOBSON  
 LOAN NUMBER: 1506774783

ACTIVITY FOR PERIOD 01/01/24 - 12/12/24									
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION					
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	-----OTHER----- AMOUNT CODE/DESCRIPTION					
02-02-24	01-24	310	MORTGAGE INSURANCE DISBURSEMENT	47.91-	0.00	0.00	47.91-		
							1553.95	NEW PRINCIPAL/ESCROW BALANCES	
01-24-24	00-00	630	ATTORNEY ADVANCES	125.00	0.00	0.00	0.00		
01-03-24	12-23	310	MORTGAGE INSURANCE DISBURSEMENT	47.91-	0.00	0.00	47.91-		
							1601.86	NEW PRINCIPAL/ESCROW BALANCES	



MORTGAGE SERVICES  
 1 CORPORATE DRIVE  
 LAKE ZURICH IL 60047

REQ BY KRL  
 CUSTOMER ACCOUNT ACTIVITY STATEMENT  
 DATE 12/13/24  
 PAGE 2

BRITTANY F JACOBSON  
 LOAN NUMBER: 1506774783

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	01/01/24 - 12/12/24 TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION AMOUNT	PRIN. PAID/ BALANCE INTEREST	ESCROW PAID/ BALANCE	-----OTHER----- AMOUNT CODE/DESCRIPTION
09-04-24	01-24	161	ESCROW ADVANCE	2165.00	
		2,165.00	0.00 0.00	6131.78-	NEW PRINCIPAL/ESCROW BALANCES
09-04-24	09-24	312	COUNTY TAX	2165.00-	
		2,165.00-	0.00 0.00	6131.78-	NEW PRINCIPAL/ESCROW BALANCES
08-09-24	01-24	161	ESCROW ADVANCE	47.91	
		47.91	0.00 0.00	3966.78-	NEW PRINCIPAL/ESCROW BALANCES
08-09-24	07-24	310	MORTGAGE INSURANCE DISBURSEMENT	47.91-	
		47.91-	0.00 0.00	3966.78-	NEW PRINCIPAL/ESCROW BALANCES
07-08-24	01-24	161	ESCROW ADVANCE	47.91	
		47.91	0.00 0.00	3918.87-	NEW PRINCIPAL/ESCROW BALANCES
07-08-24	06-24	310	MORTGAGE INSURANCE DISBURSEMENT	47.91-	
		47.91-	0.00 0.00	3918.87-	NEW PRINCIPAL/ESCROW BALANCES
06-10-24	01-24	161	ESCROW ADVANCE	47.91	
		47.91	0.00 0.00	3870.96-	NEW PRINCIPAL/ESCROW BALANCES
06-10-24	05-24	310	MORTGAGE INSURANCE DISBURSEMENT	47.91-	
		47.91-	0.00 0.00	3870.96-	NEW PRINCIPAL/ESCROW BALANCES
06-07-24	00-00	632	STATUTORY EXPENSES	0.00	
		235.00	0.00 0.00	0.00	
06-07-24	00-00	630	ATTORNEY ADVANCES	0.00	
		1,080.00	0.00 0.00	0.00	
05-16-24	01-24	161	ESCROW ADVANCE	3184.00	
		3,184.00	0.00 0.00	3823.05-	NEW PRINCIPAL/ESCROW BALANCES
05-16-24	06-24	351	HAZARD INSURANCE DISBURSEMENT (PRIMARY POLICY)	3184.00-	
		3,184.00-	0.00 0.00	3823.05-	NEW PRINCIPAL/ESCROW BALANCES
05-07-24	01-24	161	ESCROW ADVANCE	47.91	
		47.91	0.00 0.00	639.05-	NEW PRINCIPAL/ESCROW BALANCES

BRITTANY F JACOBSON  
1419 SE WANDA DR  
ANKENY, IA 50021

04/26/2024  
Reference: 1506774783

**PLEASE NOTE: If you are currently a debtor in an active bankruptcy case or have received a discharge in bankruptcy with respect to the above-referenced mortgage loan, this letter is for informational purposes only and is not a demand for payment. Additionally, any loan modification agreement offered to you may require subsequent court and/or trustee approval, and any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.**

**Subject: Loan Modification Offer Enclosed - Act Now to Avoid Foreclosure**

Dear BRITTANY F JACOBSON :

The mortgage is seriously delinquent, and your time to act and avoid foreclosure is running out. You have options, but you must act now. We are here to help. If you have questions about the options listed below, please contact us immediately.

**You are Approved for a Trial Period Plan to Modify the Mortgage Payment**

If you accept this trial period plan, you will be required to make three monthly payments in the amount of **\$1,094.57**. If you follow the terms of the trial period plan, the mortgage will be permanently modified. **Please refer to the enclosed trial period plan for details on accepting this offer.**

If you do not contact us or send your first trial period plan payment by 05/10/2024, foreclosure proceedings may be started or continue.

## **QUESTIONS? CONTACT US**

**BMO Harris Bank N.A.  
Phone: 800-669-4268**

### **Unable to Pay the Monthly Trial Period Payment or Prefer to Leave Your Home?**

You may have other options to avoid foreclosure.

- A short sale: the sale of your property for a price that is less than the amount owed on the mortgage.
- A Mortgage Release™ (deed-in-lieu of foreclosure): the transfer of ownership of your property to us in exchange for release of some or all of the amount still owed on the mortgage.
- If you are approved for a short sale or Mortgage Release and complete the necessary steps, we will cancel the remaining mortgage debt obligation. **Cancellation of debt may have tax consequences; please consult a tax advisor to discuss potential tax consequences.**

1506774783

- **We encourage you to review the enclosed trial period plan. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.**

**Sincerely,**

**Customer Support  
BMO Harris Bank N.A.**

04/26/2024

BRITTANY F JACOBSON  
1419 SE WANDA DR  
ANKENY, IA 50021

Loan #: 1506774783  
Property: 1419 SE WANDA DR  
ANKENY, IA 50021

**THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE NOTE, HOWEVER, THAT IF YOU ARE A DEBTOR IN AN ACTIVE BANKRUPTCY CASE OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY WITH RESPECT TO THE ABOVE-REFERENCED MORTGAGE LOAN, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.**

Dear BRITTANY F JACOBSON ,

Based on careful review of the mortgage account, we are offering you an opportunity to enter into a loan modification trial period plan. This is the first step toward qualifying for a permanent loan modification. If you satisfy all of the terms of the offer, successfully complete the trial period plan by making the required payments, and return a signed loan modification agreement, we will sign the loan modification agreement and your loan will be permanently modified. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

### **ACT NOW – Key Steps to Modify your Mortgage and Prevent Foreclosure Action**

**Step 1: Contact Us or Send Your First Trial Period Plan Payment to Prevent Foreclosure Proceedings**  
You must do one of these within 14 calendar days of receiving this notice.

- ✓ Contact us by phone or in writing to let us know if you intend to accept this offer, **OR**

BMO Harris Bank N.A.  
1 Corporate Drive  
Suite 360  
Lake Zurich, IL 60047  
**Phone: 800-669-4268**

- ✓ Send your first trial period plan payment of \$1,094.57 to accept this offer.

If you do not contact us or send your first trial period plan payment within 14 calendar days of receiving this notice, foreclosure proceedings may be started or continue. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

**Step 2: Make Your Trial Period Plan Payments**

✓ To successfully complete the trial period plan, you must make the trial period plan payments below.

Trial Period Plan Payment	Amount Due	Due Date
1	\$1,094.57	06/01/2024
2	\$1,094.57	07/01/2024
3	\$1,094.57	08/01/2024

\*If you submit the first trial period plan payment within 14calendar days of this notice, follow this schedule for the second and third trial period plan payments only.

**We must receive each trial period plan payment in the month in which it is due.** If we do not receive a trial period payment by the last day of the month in which it is due, this offer is revoked and we may refer the mortgage to foreclosure. If the mortgage has already been referred to foreclosure, foreclosure related expenses may have been incurred, foreclosure proceedings may continue, and a foreclosure sale may occur. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Please send the trial period payments to:

Attention: Mail Stop LMP1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047

If you have questions about the trial period or permanent modification requirements, please contact us at 866-397-5370

**Step 3: Sign and Return the Loan Modification Agreement\*** – Your modified terms will take effect only after:

- ✓ You have signed and submitted the loan modification agreement (which we will send you near the completion of the trial period plan);
- ✓ We have signed the loan modification agreement and returned a copy to you upon completion of the trial period plan; **AND**
- ✓ The modification effective date set forth in the loan modification agreement has occurred.

\* Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**Modification Terms**

The table below compares the current mortgage terms to the **estimated** modified terms.

	Current Terms	Modification Terms
Payment*	\$1,055.82	\$1,094.57
Interest Rate	3.875	3.625
Term	464	480
Maturity Date	08/01/2062	08/01/2064
Deferred Principal**		\$347.38

\*Payment includes principal, interest, and escrow payment, if applicable. For more information on the estimated modification payment amount, review the **Frequently Asked Questions**.

\*\*For more information on deferred principal, review the **Frequently Asked Questions**.

### **What else should I know about this offer?**

- This Trial Period Plan offer is contingent on your having provided accurate and complete information, and clear marketable title free of any liens and encumbrances. We reserve the right to revoke this offer or terminate the plan following your acceptance if there is not clear title or if we learn of information that would make you ineligible for the Trial Period Plan.
- The terms of the existing note and mortgage remain in effect until the mortgage is permanently modified. However, while you are making the monthly trial period plan payments and otherwise remain in compliance with this trial period plan, foreclosure proceedings will not start or continue. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.
- If your property is located in a special flood hazard area and is required by federal law to be covered by flood insurance, you must provide evidence of adequate flood insurance before the execution of any loan modification. If you fail to provide evidence of adequate flood insurance the loan will not be modified.
- If the mortgage is modified, we will waive all unpaid late charges, and there are no modification processing fees for this trial period plan or for modifying the mortgage.
- There are no penalties for paying more than the amount due or for paying off the mortgage early.
- If you cannot afford the trial period plan payments described above but want to remain in your home, or if you have decided to leave your home, please contact us immediately to discuss additional loss mitigation options that may be available.
- If you are eligible and qualify for assistance from your state Housing Finance Agency (HFA) using federal Hardest Hit Funds to pay down a portion of the unpaid principal balance of the mortgage loan (HFA Funds), we must receive such HFA Funds from the HFA prior to modifying the mortgage loan. If we do not receive such HFA Funds, we will offer you a modification without HFA Funds if you remain eligible for the modification. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

Sincerely,  
Kathryn Chodara  
Homeowners Assistance Team

## FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

### **Q. What is a Trial Period Plan?**

- A trial period plan is a temporary payment relief period that allows you to demonstrate that you can consistently manage the estimated modified mortgage payment.

### **Q. How does the modification work?**

- A loan modification changes some of the terms of the mortgage, such as monthly payment, interest rate, and maturity date, which may make the payment more affordable.
- The new interest-bearing mortgage balance will be repaid in equal monthly payments over the modified term.
- To permanently modify the mortgage, you first need to successfully complete the trial period plan. The modified mortgage payment will be based on the interest-bearing unpaid principal balance as of the end of the trial period and may be moderately different than the trial period plan payment, which is an estimate of your modified mortgage payment.
- Once you make all of the trial period plan payments on time and meet all of the terms in this trial period plan, you must sign and return the loan modification agreement. Once we determine you have complied with the trial period plan requirements, we will sign the loan modification agreement and send a copy back to you for your records. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval
- If you are eligible and qualify for the HFA Program, after making all of the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds first to reduce accrued and unpaid interest on the mortgage and any other past due amounts advanced by us under the terms of the mortgage, then to pay down a portion of the unpaid principal balance of the mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds if you remain eligible for the modification. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

### **Q. What is deferred principal?**

- Deferred principal is a portion of the unpaid mortgage balance for which repayment is delayed. If the modified terms include deferred principal the due date for this amount would be the earliest of 1) the date you sell or transfer the property; 2) the date you refinance the modified mortgage; 3) the date you pay off the interest-bearing unpaid principal balance of the modified mortgage; or 4) the new maturity date of the modified mortgage. Interest is not charged on any deferred principal.

### **Q. Will the interest rate and principal and interest payment be fixed after the loan is permanently modified?**

- Yes. If your loan is permanently modified, the interest rate and monthly principal and interest payment will be fixed for the life of the mortgage.

- The new monthly payment may include an escrow payment for property taxes, hazard insurance, and other escrowed expenses, unless its inclusion is prohibited by applicable law. If the cost of your homeowners insurance, property tax assessment, or other escrowed expenses increases, the monthly payment may increase as well.

**Q. Do I have to modify the loan into a 480-month (40-year) fixed rate term?**

- Yes. A 480-month repayment term results in a lower modified monthly payment than would be available under a shorter term. The modified mortgage does not have any penalty if you pay off the mortgage earlier than the new maturity date. If you would like more information on options for paying off the mortgage early, please contact us for additional details at 866-397-5370.

**Q. How will a trial period plan and loan modification impact my credit?**

- A trial period plan and loan modification may result in your credit score being adversely affected. Credit reporting agencies generally consider the entry into a trial period plan and loan modification as an increased credit risk. Please note, however, that continued delinquency, including a foreclosure, would have a more negative impact to your credit score.
- We will continue to report the delinquency status of the loan to credit reporting agencies as well as the entry into a trial period plan in accordance with applicable law.
- Once the loan is modified, you will be considered current on the mortgage and your credit score may improve so long as you make your payments on time.

For more information about your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>

**Q. What if I need further assistance?**

- Please contact us anytime at 866-397-5370 especially if you experience another event that may prevent you from making the mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide free counseling and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/ocahelping](http://www.hud.gov/ocahelping)
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)
- For additional information, including help for military servicemembers, you may also visit Fannie Mae's [www.fanniemae.com/military](http://www.fanniemae.com/military).
- Your state Housing Finance Agency (HFA) may be participating in a program using federal Hardest Hit Funds to assist qualified homeowners to pay down a portion of the unpaid principal balance of the mortgage (HFA Program). If you are eligible and qualify for the HFA Program, make the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds to the amount you owe on your mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds. **There could be income tax consequences related to payment of your debt obligation by a third party. As a result, you are advised to seek guidance from a tax professional to discuss potential tax consequences.**

**Q. Why do I need to contact you within 14 calendar days?**

- It is important to contact us within 14 calendar days of receiving this letter. If the mortgage has already been, or is about to be, referred to foreclosure, contacting us will stop the foreclosure process. You can also stop the foreclosure process by sending the first trial period plan payment within 14 calendar days of receiving this letter, which is earlier than the due date for the first trial period plan payment in Step 2.
- If the mortgage has already been referred to foreclosure, a foreclosure sale may occur if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- You may also incur additional expenses related to foreclosure if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

**Q. Can I still receive a modification if I do not contact you or send the first trial period plan payment within 14 days?**

- Yes, except in the limited circumstances where a foreclosure sale occurs before the due date of the first trial period plan payment. However, you must make each of the trial period plan payments on time and then sign the final modification agreement as required in Steps 2 and 3. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**Q. What if I acquired an ownership interest in the property, such as through death, divorce, or legal separation?**

- You should contact us as soon as possible. We are here to help you adjust to these events and provide you with information on where to send the mortgage payments. Please contact us to obtain a list of documentation that is needed to confirm your identity and ownership interest in the property, and to discuss next steps.

### **Additional Trial Period Plan Information and Legal Notices**

**We will not refer the loan to foreclosure or proceed to foreclosure sale during the trial period plan if you are complying with the terms of the trial period plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you do not follow the terms of the plan or do not qualify for a permanent modification.
- We will hold the trial period plan payments in an account until sufficient funds are in the account to pay the oldest past due monthly payment. Unless required by applicable law, there will be no interest paid on the funds in the account and any funds in the account at the end of the trial period plan will be deducted from the amount that will be added to the principal balance.
- Our acceptance of the payments during the trial period plan does not waive our right to require immediate payment in full of all amounts owed on the mortgage, including the right to resume or continue foreclosure action, if you fail to comply with the terms of the plan. Entering a trial period plan does not mean that the mortgage will be considered current, unless your payments under the plan completely resolve all past due amounts.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**If the monthly payment did not include escrows for taxes and insurance, you are now required to pay any such amounts as part of the monthly payment:**

- Any prior escrow waiver that allowed you to pay directly for taxes and insurance is revoked as a part of the trial period plan. We may establish an escrow account immediately, and you will pay required escrow payments into that account unless not allowed by applicable law. In this case, a portion of the trial period plan payment will cover these required escrow payments.

**The current mortgage documents remain in effect; however, you are permitted to make the trial period plan payment instead of the current monthly payment required under the mortgage documents:**

- All the terms of the current mortgage documents remain in effect during the trial period plan. Nothing in the trial period plan shall be understood to be a satisfaction or release in whole or in part of the obligations contained in the mortgage documents.

**We reserve the right to revoke this offer or terminate the trial period plan following your acceptance if we learn of information that would make you ineligible for the trial period plan or loan modification. In this event, we may exercise any of the rights and remedies provided by the loan documents and applicable law.**

**The mortgage will not be modified if you sold or transferred any interest in the property in violation of the mortgage loan documents.**

## Modification Plan Trial Period Payment Coupon



Below are your Trial Period Plan Payment Coupons. Please be aware that we must receive your Trial Period Payments no later than the last business day of the month in which the payment is due or you will not be eligible for the current offer. The Trial Period Plan payment due dates can be found in your Trial Period Plan Notice.

**ACH and Flex Pay Customers:** If you are currently on ACH or Flex Pay you must still mail your trial period plan payments using the coupons below. Your ACH or Flex Pay will be stopped when your first trial payment is received. If you are approved for a permanent modification, you will be sent a re-activation form to return with your signed permanent modification agreement so that these services can begin again with your permanent modification.

**Paperless Customers:** If you currently receive paperless billing statements through the website, please be aware that you will continue to receive alerts about payment application. However, the alerts will show your trial period plan payments applied to a suspense account during the Trial Period.

**SpeedPay:** If you are not in later stages of delinquency, you may also use SpeedPay through any of our phone representatives for a fee of \$9.50 during the Trial Period. To see if you are eligible to make your Trial Period Payments through our SpeedPay service, please call one of our representatives at 866-397-5370.

**Personal e-Billing Services:** If you use third-party billing services (such as your bank's billing service or Checkfree) to pay your mortgage, please be certain to contact them to avoid sending in your regular mortgage payments while you are making your trial payments.

Please utilize the Modification Trial Period Plan Payment Coupons below when mailing your monthly Trial Period Plan Payment. We have enclosed extra coupons in case you need them. You may use the enclosed envelopes to mail these payments and coupons back to us each month at the address noted on the payment coupon.

**If your Trial Period Plan Notice indicates that you might have an escrow shortage:** If you would like to pay the full amount of the escrow shortage shown in your Trial Period Plan Notice, please write a separate check for the escrow shortage amount and indicate in the check's memo field that the payment is for the PROJECTED ESCROW SHORTAGE so that we apply that payment to your escrow account during the Trial Period instead of applying the payment as a regular Trial Period Plan Payment.

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 1 of 3 Trial Period Payments, due on 06/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

-----Cut Here-----

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 2 of 3 Trial Period Payments, due on 07/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 3 of 3 Trial Period Payments, due on 08/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710**  
**1 Corporate Drive, Suite 360**  
**Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

**LOSS MITIGATION REVIEW DETERMINATION SUMMARY**

Mortgage Loan            1506774783  
Number:  
Property Address:        1419 SE WANDA DR  
                                 ANKENY, IA 50021

<b>Modifications</b>		
<b>Program</b>	<b>Determination</b>	<b>Reason for Non-Approval</b>
Flex Modification	Approved	



Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

July 10, 2024

MS1710

Brittany F Jacobson  
1419 SE Wanda Dr  
Ankeny IA 50021-

Loan Number: 1506774783

Property Address: 1419 SE Wanda Dr  
Ankeny IA 50021

Dear Brittany F Jacobson :

Enclosed you will find an APPROVED FORBEARANCE AGREEMENT (Agreement).

To the extent possible, please sign and return the attached Agreement within fourteen (14) days of receiving this offer. This Agreement is an Approved Forbearance Agreement with suspended monthly payments of \$ \$0.00, from 08/01/2024 through 12/01/2024.

Please send the signed Agreement with any required cash contribution and installment payment to us at:

Attention: MS LMP1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

If you have any questions, concerns, or comments, please call me at 1-866-397-5370 between the hours of 9:00 a.m. and 5:00 p.m., CST.

Sincerely,

Specialist  
Loss Mitigation Department  
Enclosure

DD003/BFN

*2nd time mailed - No Response  
Please let me know received.  
Thank you!  
Bret*



Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

### APPROVED FORBEARANCE AGREEMENT

This agreement made on July 10, 2024 by and between, BMO Bank N.A., holder of a mortgage/deed of trust hereinafter referred to as "Lender", Brittany F Jacobson, hereinafter referred to as "Mortgagor(s)", concerning the property described as:

1419 SE Wanda Dr  
Ankeny IA 50021

Also identified as Loan Number 1506774783 and based upon the following facts enter into this Approved Forbearance Agreement:

### FACTUAL INFORMATION AND RECITALS

1. Lender has made a loan to Mortgagor(s) that became delinquent on January 01, 2024.
2. The loan is evidenced by a Promissory Note and is secured by a Mortgage dated on or about October 26, 2017 for a Note in the amount of \$ 178,500.
3. Mortgagor(s) failed to make the monthly payment due January 01, 2024 and all subsequent amounts due thereafter.
4. The parties hereto desire to enter into an agreement, which, after the plan expires, the Mortgagor(s) will need to either: 1) Bring the loan current, 2) Request the loan be reviewed for another workout plan, Pending Investor Approval, needed to satisfy the conditions required for reinstatement, or 3) Pay the loan in full.
5. In consideration of the conditions set forth below, Lender shall grant Mortgagor(s) forbearance from any foreclosure action for the delinquent mortgage payments beginning with the January 01, 2024 payment and monthly thereafter.

### AGREEMENT

- A) Mortgagor(s) agree(s) to an APPROVED FORBEARANCE AGREEMENT WITH SUSPENDED MONTHLY PAYMENTS OF \$ 50.00 FROM 08/01/2024 THROUGH 12/01/2024. THESE SUSPENDED PAYMENTS WILL BEGIN AUGUST 1, 2024, AND ON THE 1ST OF EVERY MONTH THEREAFTER THROUGH DECEMBER 1, 2024. IF THE SIGNED AGREEMENT IS NOT RECEIVED ON OR BEFORE July 24, 2024, WE WILL REVERT TO THE ORIGINAL LOAN TERMS.
- B) After the plan expires, the Mortgagor(s) will need to either: 1) Bring the loan current, 2) Request the loan be reviewed for another workout plan, Pending Investor Approval, needed to satisfy the entire delinquency or, 3) Pay the loan in full.
- C) To the extent possible, the Mortgagor(s) will return the signed agreement within 14 days of receiving the agreement.

6. In the event the Mortgagor(s) fails to tender agreed upon amounts and/or execution of this Agreement, by each specified date, **WHEREIN TIME IS OF THE ESSENCE**, to the Lender, such an act shall be an automatic breach of this agreement and Lender shall thereafter have the right to proceed with appropriate action as described in the Mortgage and Note. Payments made by the Mortgagor(s) prior to the default of this agreement shall not constitute an estoppel or waiver of the Lender's right to complete a foreclosure under the Notice of Default and Notice of Sale that may have been previously recorded in regard to the subject Mortgage and Note.
7. This forbearance agreement is contingent on your having provided accurate and complete information. You have informed us that you were adversely affected by a natural disaster. We reserve the right to revoke this offer or terminate the agreement following your acceptance if we learn you were not adversely impacted by a natural disaster or of any other information that would make you ineligible for the forbearance agreement.

Please make checks payable to.

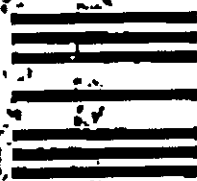
EMO Bank N.A.. Forward

payments to: Attention: MS LMP1710; 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945.

  
\_\_\_\_\_  
Brittany Jacobson

7/23/24  
\_\_\_\_\_  
Date

BRITTANY JACOBSON  
1419 SE WANDA DR  
ANKENY IA 50021



US POSTAGE AND FEES PAID  
2024-08-19



50021  
C4083498  
Retail \$0.69  
1.0 OZ LTR

0901000004760

Sub 97  
4783  
BMO  
MORTGAGE  
SERVICING

BMO MORTGAGE SERVICING  
1 CORPORATE DR STE 360  
LAKE ZURICH IL 60047-8945

8.23.24



# BMO

Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

December 13, 2024

MS1290

Brittany F. Jacobson  
1419 SE Wanda Dr  
Ankeny, IA 50021

Fax Number: 1-

RE: Loan Number: 1506774783  
Brittany F Jacobson  
1419 SE Wanda Dr  
Ankeny IA 50021

We have received authorization from our mortgagor to release the following information to you. If the servicing of this loan was recently transferred to:

BMO Bank N.A.

then the number of delinquencies shown occurred ONLY during the period of time that they have been servicing the loan.

Date of Mortgage:		10-26-17
Original Mortgage Amount:	\$	178,500.00
Second Original Mortgage Amount:	\$	82,719.00
Fixed Interest Rate:		3.875%
Monthly Payment P & I Only:	\$	494.75
Monthly Escrow:	\$	561.07
Total Monthly Payment Amount:	\$	1,055.82
Type of Loan:		CONV W/ PMI
Present Unpaid First Principal Balance:	\$	118,887.38
Present Unpaid Second Principal Balance:	\$	82,719.10
Next Payment Due:		01-01-24
Times Delinquent (in a 12-month period):		0
Next Insurance Payment Due:		06-25

Thank you for your request and cooperation.

Sincerely,

Kierra R.  
Research Department

QC019/KRL

**Brittany Jacobson**  
1419 SE Wanda Dr  
Ankeny, Iowa 50021

**January 20, 2025**

BMO Harris Bank (formerly Bank of the West)  
Attn: Research Department; k. Roland  
111 W Monroe St  
Chicago, IL 60603

**Re: Second Notice of Conditional Acceptance, Default Notification, and Final Demand**

**Dear Sir or Madam,**

This letter serves as my **second notice of conditional acceptance** regarding the matter of the alleged debt on my mortgage account. On **December 7, 2024**, I provided proper notice of my first conditional acceptance via certified mail, confirmed as received by your office and acknowledged via email. Your failure to respond to the allegations and demands outlined in my initial communication constitutes a default under the terms of my conditional acceptance.

Under the **Administrative Procedures Act (5 U.S.C. § 556(d))**, your silence and failure to provide the requested validation and evidence demonstrate non-compliance with procedural and contractual obligations. Further, this failure establishes your acquiescence to the terms set forth in my conditional acceptance and confirms the following:

- 1. No lawful or valid debt exists between us.**
- 2. Any alleged obligation is null, void, and unenforceable.**
- 3. BMO Harris Bank is now liable for \$400,000 in damages as outlined in this notice.**

#### **Legal Violations and Equitable Failures**

Your actions, or lack thereof, constitute violations of the following laws, regulations, and principles:

**1. Failure to Validate Alleged Debt (15 U.S.C. § 1692g):**

- Despite my requests, BMO Harris has failed to validate the alleged \$82,719.10 forbearance amount added in my mortgage, including:
  - A full, itemized breakdown of the alleged amount.

- Documentation proving your legal standing to collect.
- A certified copy of the original wet-ink mortgage contract.
- This failure applies to both secured and unsecured debts, rendering them unenforceable.

**2. Breach of Procedural Requirements (Administrative Procedures Act, 5 U.S.C. § 556(d)):**

- The APA mandates that agencies and organizations provide due process, including the opportunity to challenge and address claims made against them. Your refusal to engage violates this principle and bars any further claims against me.

**3. Equitable Estoppel by Silence:**

- Your failure to respond to my first notice constitutes acquiescence under the principles of **equity and estoppel by silence**. BMO Harris Bank is now estopped from asserting any claims to the alleged debt.

**4. Fraudulent Misrepresentation (Restatement (Second) of Torts § 525):**

- The addition of unsecured debt to my mortgage without my consent constitutes fraudulent misrepresentation, compounded by your refusal to provide documentation supporting the alleged increase of \$31,675 as of **December 31, 2021**.

**5. Breach of Privacy:**

- Any attempt to collect or enforce the alleged debt without validation constitutes a violation of my privacy rights and fiduciary expectations under applicable laws.

**Notice to Principal and Agent**

**Notice to agent is notice to principal, and notice to principal is notice to agent.** This letter applies to all agents, assigns, and successors in interest. Any transfer of this obligation does not absolve BMO Harris Bank of liability.

**Opportunity to Cure**

As a final courtesy, I extend the opportunity for BMO Harris Bank to cure its default. Within **10 calendar days** of receipt of this notice, you must:

1. Provide a complete and documented response to my allegations, including:
  - Validation of the alleged \$82,719.10 debt, including itemized breakdowns.
  - Proof of legal standing to collect on this debt.
  - A certified copy of the original wet-ink mortgage contract.



Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

December 20, 2024

Brittany F. Jacobson  
1419 SE Wanda Dr  
Ankeny, IA 50021

Re: Loan Number: xxxxxx4783

Dear Brittany F. Jacobson,

BMO Bank N.A. is in receipt the concerns you recently submitted on November 29, 2024 addressed to an "Errors Department" and received by our Executive Offices on December 13, 2024. In your correspondence, you stated that you have requested validation of debt and a breakdown of the \$82,000.00 deferred balance reflecting on your account but have not received the requested information. You stated we are attempting to collect unsecured debt that is already rolled into your deferred mortgage balance. You stated that we have made repeated collection calls to you and Ryan Glasgow. You are asking for us to provide the Promissory Note. You are asking us to forgive the remaining balance of your mortgage and compensate you for financial harm and emotional distress. We have reviewed your concerns, and our response is indicated below.

Dovenmuehle Mortgage Inc. (DMI) is the contracted agent assisting BMO with the processing of mortgage payments, managing escrow accounts, and answering questions regarding the servicing of your loan. DMI was carefully selected based upon its reputation, high service standards, and business expertise. DMI began servicing your loan on August 1, 2023. Please note, we do not have an Errors Department. If you need immediate assistance, you can reach us at the phone number provided below.

Our records show that in August 2022, your loan was approved for Loan Modification. Prior to the loan modification approved in August 2022, your loan reflected as due for the September 2020 payment. The loan modification created a new second principal balance in the amount of \$82,719.10 which included \$24,618.20 in capitalized interest and escrow advances, the reduction in the first principal balance of \$45,036.34 and the previously deferred balance of \$13,064.56.

According to the enclosed Loan Modification agreement as of August 1, 2022, your new principal balance is \$203,332.22 consisting of the unpaid amount loaned to you plus any interest and other amount capitalized. The agreement states that \$82,719.10 of the new principal balance shall be deferred principal balance and you will not pay interest or make monthly payments on this amount.

Page 2 of 2

December 19, 2024

Loan Number: xxxxxx4783

Your loan was approved for a Trial Plan Payment (TPP) on April 26, 2024 for the period of June 1, 2024 to August 1, 2024 in the monthly payment amount of \$1,094.57. On May 9, 2024, you called to give us verbal acceptance of the TPP. Our Loss Mitigation Department begin calling you for the first TPP payment from June 12, 2024, through July 9, 2024. Our Loss Mitigation Department spoke to you on July 9, 2024 at which time you informed us that there was a tornado in your area along with other obligations that prevented you from making your payment. You requested a Forbearance. As your home was affected by the tornado, we activated a Disaster Forbearance from August 1, 2024 through December 1, 2024. We received a copy of the signed Forbearance on July 23, 2024.

Our Loss Mitigation Department begin calling you on November 19, 2024 to see if your hardship has resolved and to discuss second step options. If you have any questions or should your financial circumstances change, you may contact our Loss Mitigation Department at 1-866-397-5370, Monday through Friday, 8:00 a.m. to 8:00 p.m. Central Standard Time (CST).

Per your request, we have attached a copy of your Recorded Mortgage, Loan Modification Agreement, Note, Payment History, TPP, Forbearance agreement and Verification of Mortgage (VOM) for your review. We hope this satisfies your request and we will be happy to assist with any future questions or concerns.

We respectfully decline your request for compensation.

We believe that this response fully addresses the concerns outlined in your correspondence. You have a right to request any documentation we relied upon in developing our response to your concerns in addition to any documentation already enclosed with this response. If you have any questions concerning this response or require additional assistance, please contact our Customer Service Department at 1-855-290-4759, Monday through Friday, from 7:30 a.m. to 10:00 p.m. CST, Saturday 9:00 a.m. to 2:00 p.m.

Sincerely,

*K. Randle*

K. Randle  
Escalation Resolution Specialist  
Research Department

Recorded: 12/8/2017 at 12:08:03.0 PM  
Fee Amount: \$82.00  
Revenue Tax:  
Polk County, Iowa  
Julie M. Haggerty RECORDER  
Number: 201700047791  
BK: 16753 PG: 713

Recording Requested by  
First American Title

FILE # 89173597  
APN: 181-00229042810

THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

\* WHEN RECORDED RETURN TO: NE-BBP-LL-P, Bank of the West Post Closing, whose address is 13505 California St., Omaha, Nebraska 68154

Document Title: MORTGAGE

Grantor:

BRITTANY F JACOBSON, AN UNMARRIED  
WOMAN  
1419 SE WANDA DR, Ankeny, Iowa 50021

Grantees:

- Bank of the West, a California state banking corp.
- Mortgage Electronic Registration Systems (solely as nominee for Bank of the West, a California state banking corp.)

Legal Description:

LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING  
A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

Book and Page Reference:

Book \_\_\_\_\_, Page \_\_\_\_\_



**Recording Requested by  
First American Title**

FILE # 89173597  
APN: 181-00229042810

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THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

\* WHEN RECORDED RETURN TO: NE-BBP-LL-P, Bank of the West Post Closing, whose address is 13505 California St., Omaha, Nebraska 68154

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**Document Title:** MORTGAGE

**Grantor:**

BRITTANY F JACOBSON, AN UNMARRIED  
WOMAN  
1419 SE WANDA DR, Ankeny, Iowa 50021

**Grantees:**

- Bank of the West, a California state banking corp.
- Mortgage Electronic Registration Systems (solely as nominee for Bank of the West, a California state banking corp.)

**Legal Description:**

LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING  
A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

**Book and Page Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_



**Recording Requested by  
First American Title**

(Space Above This Line For Recording Data)

LOAN NUMBER: 8802077989

THIS INSTRUMENT PREPARED BY: Bernadette Wallace, Bank of the West, a California state banking corp., whose address is 13505 California St., Omaha, Nebraska 68154, and whose telephone number is (402)918-2172

WHEN RECORDED RETURN TO: NE-BBP-LL-P, Bank of the West Post Closing, whose address is 13505 California St., Omaha, Nebraska 68154

MIN: 100104088020779896

89173597

**MORTGAGE**

APN: 181-00229042810

**DEFINITIONS.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated October 26, 2017, together with all Riders to this document.
- (B) "Borrower" is BRITTANY F JACOBSON, AN UNMARRIED WOMAN, whose address is 1419 SE WANDA DR, Ankeny, Iowa 50021, who is/are the mortgagor(s) under this Security Instrument.
- (C) "MERS" is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.
- (D) "Lender" is Bank of the West, a California state banking corp.. Lender is a Bank organized and existing under the laws of the State of California. Lender's address is 13505 California St, NE-BBP-LL-P, Omaha, Nebraska 68154 .
- (E) "Note" means the promissory note signed by Borrower and dated October 26, 2017. The Note states that Borrower owes Lender One Hundred Seventy-eight Thousand Five Hundred and 00/100 Dollars (U.S. \$178,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2047.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by the Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
  - Adjustable Rate Rider
  - Condominium Rider
  - Second Home Rider



Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full



- Balloon Rider                       Planned Unit Development Rider                       Other(s) [specify]:  
 1-4 Family Rider                       Biweekly Payment Rider

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Polk:

Address: 1419 SE WANDA DR, Ankeny, Iowa 50021  
 Legal Description: LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.  
 Parcel ID/Sidwell Number: 181-00229042810

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by



payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower



shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These



amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property,



Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance



coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender



may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made



by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security



Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by



Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any



Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Waivers.** Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Borrower waives any right of exemption as to the Property.
25. **HOMESTEAD EXEMPTION WAIVER. I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**

  
BRITTANY F. JACOBSON      Date

26. **Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of





**Exhibit "A"**

**Legal Description**

A.P.N.: 181-00229042810

Real property in the City of Ankeny, County of Polk, State of Iowa, described as follows:

LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

Prepared by (and return to):  
Monica Caswell,  
Bank of the West, NMLS# 19116  
NE-BBP-02-I  
13505 California Street  
Omaha, NE 68154

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Lenders Loan Number: 8802077989	FNMA Loan Number: 4013988231
MIN: MIN NUMBER 1001040-8802077989-6	MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 17th day of August, 2022, between Bank Of The West ("Borrower"), BRITTANY F JACOBSON ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ["Mortgagee"] ["Beneficiary"], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated and recorded 12/08/2017 in

Book 16753- Page 713  
[Name of Records]

Polk County, Iowa  
[County and State or other Jurisdiction]

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

1419 SE wanda Dr. Ankeny, IA 50021  
(Property Address)

the real property described being set forth as follows: LOT 10 IN COUNTRY CROSSING PLAT 8, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

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, 2022, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$203,332.22 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$82,719.10 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 \$120,613.12. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.875%, from August 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$494.75, beginning on the 1st day of September, 2022, 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 3.875% 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 08/01/2062.
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. 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.

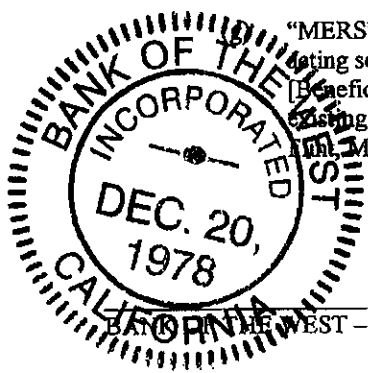
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.
6. 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.

By checking this box, Borrower also consents to being contacted by text messaging .

"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] [Beneficiary] 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, Ann Arbor, MI 48501-2026, tel. (888) 679-MERS.



\_\_\_\_\_  
BANK OF THE WEST - LENDER (Seal)

By: Jeanette Work  
Jeanette Work  
Vice President

8-24-22  
Date of Lender's Signature

[Signature]  
Borrower's Signature

8/18/22  
Date of Borrower's Signature

Jeanette Work 8-24-22  
Mortgage Electronic Registration Systems, Inc.,  
as nominee for Lender, its successors and assigns

[Space Below This Line For Acknowledgments]

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.

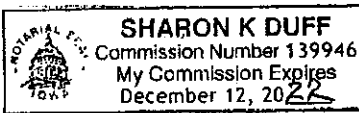
STATE OF Iowa )  
 ) SS.  
COUNTY OF Polk )

On this date, 8-18-22, before me, the undersigned, a Notary Public, personally appeared **BRITTANY F JACOBSON** 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 which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

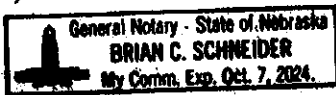


*Sharon K Duff*  
Notary Public

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF DOUGLAS )

On 8/24/22, before me the undersigned, a Notary Public, personally came Jeanette Work, Vice President of Bank of the West, a California banking corporation, to me personally known to be the identical person whose name, as such officer, is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Bank in said official capacity voluntarily done and executed.

(Seal)



*Brian C Schneider*  
Notary Public

Certified to be a true and exact copy of the original.  
First American Lenders Advantage  
Loan No.: 8802077989

October 26, 2017

**NOTE**  
Ankeny

By:  IA

[Date]

[City]

[State]

1419 SE WANDA DR, Ankeny, Iowa 50021

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$178,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Bank of the West, a California state banking corp.. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6 (B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on December 1, 2017. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Bank of the West whose address is Mortgage Payment Processing, 13505 California Street, Omaha, Nebraska 68154 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$839.37.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



Certified to be a true and exact copy of the original.  
First American Lenders Advantage

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 10/26/17  
BRITTANY F JACOBSON Date

Loan Originator Company Name: Bank of the West, a California state banking corp.  
NMLS Company Identifier: 19116  
Loan Originator Name: James Duncan  
NMLS Originator Identifier: 367994



MORTGAGE SERVICES  
 1 CORPORATE DRIVE  
 LAKE ZURICH IL 60047

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 12/13/24  
 PAGE 1

REQ BY KRL

BRITTANY F JACOBSON  
 1419 SE WANDA DR  
 ANKENY IA 50021

LOAN NUMBER: 1506774783

\*\*\*\*\*

----- CURRENT ACCOUNT INFORMATION -----					
DATE	TOTAL	PRINCIPAL	LOAN	CURRENT	ESCROW
PAYMENT	PAYMENT	& INTEREST	INTEREST	PRINCIPAL	BALANCE
DUE	AMOUNT	PAYMENT	RATE	BALANCE	BALANCE
01-01-24	1,055.82	494.75	3.87500	118,887.38	6,323.42-
2ND MORTGAGE:			0.00 0.00000	82,719.10	

\*\*\*\*\*

ACTIVITY FOR PERIOD 01/01/24 - 12/12/24						
PROCESS	DUE	ACTIVITY FOR PERIOD	TRANSACTION	TRANSACTION	EFFECTIVE DATE	
DATE	DATE	CODE	DESCRIPTION	DESCRIPTION	OF TRANSACTION	
TRANSACTION	PRIN. PAID/	ESCROW PAID/	-----OTHER-----			
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION	
12-04-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			6323.42-	NEW PRINCIPAL/ESCROW BALANCES		
12-04-24	11-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			6323.42-	NEW PRINCIPAL/ESCROW BALANCES		
11-07-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			6275.51-	NEW PRINCIPAL/ESCROW BALANCES		
11-07-24	10-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			6275.51-	NEW PRINCIPAL/ESCROW BALANCES		
10-04-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			6227.60-	NEW PRINCIPAL/ESCROW BALANCES		
10-04-24	09-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			6227.60-	NEW PRINCIPAL/ESCROW BALANCES		
09-10-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			6179.69-	NEW PRINCIPAL/ESCROW BALANCES		
09-10-24	08-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			6179.69-	NEW PRINCIPAL/ESCROW BALANCES		



MORTGAGE SERVICES  
 1 CORPORATE DRIVE  
 LAKE ZURICH IL 60047

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 12/13/24  
 PAGE 3

REQ BY KRL

BRITTANY F JACOBSON  
 LOAN NUMBER: 1506774783

ACTIVITY FOR PERIOD 01/01/24 - 12/12/24						
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. PAID/BALANCE	INTEREST	ESCROW PAID/BALANCE	-----OTHER-----	AMOUNT	CODE/DESCRIPTION
05-07-24	04-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			639.05-	NEW PRINCIPAL/ESCROW BALANCES		
04-02-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			591.14-	NEW PRINCIPAL/ESCROW BALANCES		
04-02-24	03-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			591.14-	NEW PRINCIPAL/ESCROW BALANCES		
03-04-24	01-24	161	ESCROW ADVANCE			
47.91	0.00	0.00	47.91			
			543.23-	NEW PRINCIPAL/ESCROW BALANCES		
03-04-24	02-24	310	MORTGAGE INSURANCE DISBURSEMENT			
47.91-	0.00	0.00	47.91-			
			543.23-	NEW PRINCIPAL/ESCROW BALANCES		
03-01-24	01-24	161	ESCROW ADVANCE			
495.32	0.00	0.00	495.32			
			495.32-	NEW PRINCIPAL/ESCROW BALANCES		
03-01-24	03-24	312	COUNTY TAX			
2,074.00-	0.00	0.00	2074.00-			
			495.32-	NEW PRINCIPAL/ESCROW BALANCES		
02-29-24	01-24	173	PAYMENT			
0.00	0.00	0.00	0.00	80.00 6 PROP INSPECTION FEE		
				80.00- SUSPENSE/UNAPPLIED		
02-29-24	01-24	173	PAYMENT			
0.00	0.00	0.00	0.00	49.46 1 LATE CHARGE		
				49.46- SUSPENSE/UNAPPLIED		
02-29-24	01-24	166	MISCELLANEOUS ESCROW DEPOSIT			
0.00	0.00	0.00	24.73	24.73- SUSPENSE/UNAPPLIED		
			1578.68	NEW PRINCIPAL/ESCROW BALANCES		
02-29-24	00-00	745	CORP. ADVANCE ADJUSTMENT			
1,214.10	0.00	0.00	0.00			
02-29-24	00-00	745	CORP. ADVANCE ADJUSTMENT			
1,214.10-	0.00	0.00	0.00			
02-15-24	00-00	745	CORP. ADVANCE ADJUSTMENT			
299.90-	0.00	0.00	0.00			



113101-721 DOVENMUEHLE MORTGAGE, INC.  
INV# 4013988231 T16 12/29/23

LOAN HISTORY Y-T-D INV 73F CAT 007

PAGE 5845

OLN# 1506774783 BRITTANY F JACOBSON EMP 0 POF0

1419 SE WANDA DR ANKENY IA 50021

01ST MTGE PRIN 2ND MTGE PRIN ESC BAL REST ESC SUSPENSE ADV BAL REPL RES HUD BAL  
LC BAL INT DUE DUE DATE HUD PRT OF M

118,887.38 82,719.10 1649.77 .00 154.19 .00 .00 .00 49.46 .00 01-01-24  
.00 TT W

0 P & I 1ST P&I 2ND CO TAX CITY TAX HAZ INS M I P LIEN BSC A & H LIFE MISC REP RES  
TOT PAYMT INT RATE DT BM

494.75 .00 347.33 .00 165.83 47.91 .00 .00 .00 0 .00 0 .00 0 .00 1055.82  
.0387500 1 7

0 1ST ORIG MTG 2ND ORIG MTG PRIN BAL BEG INT IND CAP FLAG MTGR SSN DEF INT BAL  
PRIOR YR PPD INT PPD INT IND GPM ORG

178,500 82,719 120,507.85 [REDACTED] 0.00 0.00 0

OASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT  
PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

112/13718388 N/08-01-23 R780823 2 13/01-16-23

OPMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS  
RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT

12 Y .00 12-17

OIOE CREDIT YTD/W-H SW/W-H BALANCE IORE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD  
NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE

1.51 .00 .00 .00 A 08-62

OREC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT  
CODE / DATE LOSS MIT STATUS/COMPL DATE

23.90 .00 C 08-03-23

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
BALANCE INT-BAL. AMOUNTS DCT

BAL-FWD 120507.85 2111.94- .00 .00 .00 353.99 WB

08-23 08-03 1 70 1\* 6331.08 638.80 119869.05 2329.70 3362.58 1250.64 .00 .00 .00

.00 353.99 WB1

BATCH 901 EDIT-SEQ 034225 ACTION M540

08-23 08-03 3 12 2\* 2051.00- 800.36- PAYEE CD

08-23 08-03 3 10 3\* 335.37- 1135.73- PAYEE CD

04-23 08-03 1 43 4 .00 82719.10- 202588.15 .00 .00 1135.73- .00 .00 .00 .00

353.99 WB

119869.05 P1

82719.10 P2

REASON PFAM HI 2

PRA .00 PFA 82,719.10-

00-00 08-04 7 45 1 23.90 PROCES ACQ REASON ATTY ATTORNEY FEE/COS CORP:SEQ PAYEE

12R34 ORIG PAY 23.90 AR

ACTION 0MEM

04-23 08-04 1 61 2 1135.73 .00 202588.15 .00 1135.73 .00 1135.73 .00 .00 .00

353.99 WB1

119869.05 P1

82719.10 P2

BATCH 903 EDIT-SEQ 999999

00-00 08-23 6 30 1 .00 PROCES NIV REASON BNKF BNK ATTY FEES CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 75.00 AN

CHECK #897917 MICR CHECK #0007897917

00-00 08-23 6 30 2 .00 PROCES NIV REASON BNKF BNK ATTY FEES CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 50.00 AN

CHECK #897917 MICR CHECK #0007897917

00-00 08-23 6 32 3 .00 PROCES NIV REASON BNKC BNK ATTY COSTS CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 26.00 AN

CHECK #897984 MICR CHECK #0007897984

09-23 09-06 3 12 1 CHECK #933700 MICR CHECK #0007933700 2074.00- 2074.00- PAYEE CD  
14153

04-23 09-06 1 61 2 2074.00 .00 202588.15 .00 2074.00 .00 3209.73 .00 .00 .00  
353.99 WB1

119869.05 P1

82719.10 P2

04-23 10-17 1 73 1 4134.66 .00 202588.15 .00 .00 .00 3209.73 .00 .00 .00  
4134.66 W 1

4488.65 WB

PRV-PD

THRU: 10-17-23

113101-721 DOVENMUEHLE MORTGAGE, INC. LOAN HISTORY Y-T-D INV 73F CAT 007

INV# 4013988231 T16 12/29/23

LOAN-NO (CONT'D)

PAGE 5846

OLN# 1506774783 BRITTANY F JACOBSON

EMP 0 P0F0

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE

STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT

BALANCE INT-BAL. AMOUNTS DCT

119869.05 P1

82719.10 P2

BATCH B50 EDIT-SEQ 548338 ACTION 1801

04-23 10-18 1 73 1 .00 107.67 202480.48 387.08 561.07 561.07 3209.73 .00 .00 .00  
4223.28-W 1

265.37 WB

PRV-PD FROM: 10-18-23 THRU: 10-18-23

24.97 AA

119761.38 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

04-23 10-18 1 68 2 .00 .00 202480.48 .00 561.07- .00 2648.66 .00 .00 .00  
265.37 WB1

561.07 V

119761.38 P1

82719.10 P2



LOAN-NO (CONT'D)

PAGE 5847

OLN# 1506774783 BRITTANY F JACOBSON

EMP 0 POF0

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
STATUS STATUS UNEARNED OTHER CFD

DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
BALANCE INT-BAL AMOUNTS DCT

119436.27 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

07-23 10-18 1 68 11 .00 .00 202155.37 .00 561.07- .00 965.45 .00 .00 .00  
265.37 WB1

561.07 V

119436.27 P1

82719.10 P2

BATCH B57 EDIT-SEQ 296196

07-23 10-18 1 73 12 .00 .00 202155.37 .00 .00 .00 965.45 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

HI 2

BATCH B57 EDIT-SEQ 296196

08-23 10-26 3 10 1 CHECK #073040 MICR CHECK #0008073040 47.91- 47.91- PAYEE CD 112  
08-23 10-26 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1013.36 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

09-23 10-27 3 10 1 CHECK #075768 MICR CHECK #0008075768 47.91- 47.91- PAYEE CD 112  
08-23 10-27 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1061.27 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

10-23 11-07 3 10 1 CHECK #097509 MICR CHECK #0008097509 47.91- 47.91- PAYEE CD 112  
08-23 11-07 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1109.18 .00 .00 .00  
265.37 WB1

119436.27 P1

82719.10 P2

00-00 11-17 6 30 1 .00 PROCES NIV REASON BNKF BNK ATTY FEES CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 1050.00 AN

CHECK #127291 MICR CHECK #0008127291

00-00 11-17 6 32 2 .00 PROCES NIV REASON BNKC BNK ATTY COSTS CORP:SEQ PAYEE 02N03  
ORIG PAY ATTY 163 188.00 AN

CHECK #127359 MICR CHECK #0008127359

11-23 12-08 3 10 1 CHECK #170116 MICR CHECK #0008170116 47.91- 47.91- PAYEE CD 112  
08-23 12-08 1 61 2 47.91 .00 202155.37 .00 47.91 .00 1157.09 .00 .00 .00  
265.37 WB1

119436.27 P1  
82719.10 P2  
08-23 12-22 1 73 1 5167.92 109.07 202046.30 385.68 561.07 561.07 1157.09 .00 .00  
.00 111.18-W 1

154.19 WB  
PRV-PD FROM: 10-18-23 THRU: 12-08-23  
24.88 AA

119327.20 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801  
08-23 12-22 1 68 2 .00 .00 202046.30 .00 561.07- .00 596.02 .00 .00 .00  
154.19 WB1

561.07 V  
119327.20 P1  
82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801  
08-23 12-22 1 73 3 .00 .00 202046.30 .00 .00 .00 596.02 .00 .00 .00  
154.19 WB1

119327.20 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801  
LOAN HISTORY Y-T-D INV 73F CAT 007

HI 2  
113101-721 DOVENMUEHLE MORTGAGE, INC.  
INV# 4013988231 T16 12/29/23

LOAN-NO (CONT'D) PAGE 5848  
OLN# 1506774783 BRITTANY F JACOBSON EMP 0 P0F0  
0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
STATUS STATUS UNEARNED OTHER CFD

DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT
09-23	12-22	1	73	4	.00	109.42	201936.88	385.33	561.07	561.07	596.02 .00 .00 .00

154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23  
24.86 AA  
119217.78 P1  
82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801  
09-23 12-22 1 68 5 .00 .00 201936.88 .00 561.07- .00 34.95 .00 .00 .00  
154.19 WB1

561.07 V  
119217.78 P1  
82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801  
09-23 12-22 1 73 6 .00 .00 201936.88 .00 .00 .00 34.95 .00 .00 .00  
154.19 WB1

119217.78 P1  
82719.10 P2  
BATCH B50 EDIT-SEQ 285607 ACTION 0801

HI 2  
10-23 12-22 1 73 7 .00 109.78 201827.10 384.97 561.07 561.07 34.95 .00 .00 .00

154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.84 AA

119108.00 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

10-23 12-22 1 68 8 .00 .00 201827.10 .00 34.95- 526.12 .00 .00 .00 .00  
154.19 WB1

34.95 V

119108.00 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

10-23 12-22 1 73 9 .00 .00 201827.10 .00 .00 526.12 .00 .00 .00 .00  
154.19 WB1

119108.00 P1

82719.10 P2

HI 2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

11-23 12-22 1 73 10 .00 110.13 201716.97 384.62 561.07 1087.19 .00 .00 .00 .00  
154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.81 AA

118997.87 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

11-23 12-22 1 73 11 .00 .00 201716.97 .00 .00 1087.19 .00 .00 .00 .00  
154.19 WB1

118997.87 P1

82719.10 P2

HI 2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

12-23 12-22 1 73 12 .00 110.49 201606.48 384.26 561.07 1648.26 .00 .00 .00 .00  
154.19 WB1

PRV-PD FROM: 12-08-23 THRU: 12-08-23

24.79 AA

118887.38 P1

82719.10 P2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

12-23 12-22 1 73 13 .00 .00 201606.48 .00 .00 1648.26 .00 .00 .00 .00  
154.19 WB1

118887.38 P1

82719.10 P2

HI 2

BATCH B50 EDIT-SEQ 285607 ACTION 0801

01-24 12-29 1 60 1 1.51 .00 201606.48 .00 1.51 1649.77 .00 .00 .00 .00  
154.19 WB1

118887.38 P1

113101-721 DOVENMUEHLE MORTGAGE, INC.  
INV# 4013988231 T16 12/29/23  
LOAN-NO (CONT'D)  
OLN# 1506774783 BRITTANY F JACOBSON

LOAN HISTORY Y-T-D INV 73F CAT 007

0 DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE  
 STATUS STATUS UNEARNED OTHER CFD  
 DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT  
 BALANCE INT-BAL. AMOUNTS DCT

82719.10 P2

OREQ-BY TOTALS 19,036.54 5,800.78 .00 4,838.41  
 Y/E 81,098.63- 8,413.72

OTHER AMOUNT CODES:

A =FHA-PENALTY B = C =235-FEE D = E =CHG-OWNER-FEE-PD F  
 =MISC  
 G =SER-INT-PD TO POOL H = I =A-H-PD J =LIFE-PD K =INT-DUE-PD L =  
 M =ADVANCE-EFF-DATE N =ADVANCE-MEMO-AMT O = P =ACCRUED-IOE/IORE Q  
 =SCHED-PMT-DUE-AMT R =UE-INT-AMT  
 S =CR-LIFE-AMT T =ORIG-FEE-AMT U =REAPPLICATION-FEE V =ESCROW-ADVANCE W  
 =TOTAL SUSPENSE PD X =REPLACEMENT-RESERVE  
 Y =HUD-FUND Z =RESTRICTED-ESCROW AA=SER-FEE-PD AB=DEF/CAP-INT-PD AC=LF-  
 DEF/CAP-INT-PD AD=CHECK-NO  
 AE=DEF/CAP-INT-LTD-PD AF=LF-DEF/CAP-INT-LTD AG=SUB-CODE AH= AI=  
 AJ=DEF-INT-ADJ-FLAG  
 AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV  
 AO= AP=DATE-STAMP  
 AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV  
 AU= AV=  
 AW= AX= AY=ADJ YE 1098 IND AZ=  
 P1=1ST PRIN BAL P2=2ND PRIN BAL  
 WB=TOTAL SUSP BAL  
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

BRITTANY F JACOBSON  
1419 SE WANDA DR  
ANKENY, IA 50021

04/26/2024  
Reference: 1506774783

**PLEASE NOTE: If you are currently a debtor in an active bankruptcy case or have received a discharge in bankruptcy with respect to the above-referenced mortgage loan, this letter is for informational purposes only and is not a demand for payment. Additionally, any loan modification agreement offered to you may require subsequent court and/or trustee approval, and any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.**

**Subject: Loan Modification Offer Enclosed - Act Now to Avoid Foreclosure**

Dear BRITTANY F JACOBSON :

The mortgage is seriously delinquent, and your time to act and avoid foreclosure is running out. You have options, but you must act now. We are here to help. If you have questions about the options listed below, please contact us immediately.

**You are Approved for a Trial Period Plan to Modify the Mortgage Payment**

If you accept this trial period plan, you will be required to make three monthly payments in the amount of **\$1,094.57**. If you follow the terms of the trial period plan, the mortgage will be permanently modified. **Please refer to the enclosed trial period plan for details on accepting this offer.**

If you do not contact us or send your first trial period plan payment by 05/10/2024, foreclosure proceedings may be started or continue.

**QUESTIONS? CONTACT US**

BMO Harris Bank N.A.  
Phone: 800-669-4268

**Unable to Pay the Monthly Trial Period Payment or Prefer to Leave Your Home?**

You may have other options to avoid foreclosure.

- A short sale: the sale of your property for a price that is less than the amount owed on the mortgage.
- A Mortgage Release™ (deed-in-lieu of foreclosure): the transfer of ownership of your property to us in exchange for release of some or all of the amount still owed on the mortgage.
- If you are approved for a short sale or Mortgage Release and complete the necessary steps, we will cancel the remaining mortgage debt obligation. **Cancellation of debt may have tax consequences; please consult a tax advisor to discuss potential tax consequences.**

1506774783

- We encourage you to review the enclosed trial period plan. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.

Sincerely,

Customer Support  
BMO Harris Bank N.A.

04/26/2024

BRITTANY F JACOBSON  
1419 SE WANDA DR  
ANKENY, IA 50021

Loan #: 1506774783  
Property: 1419 SE WANDA DR  
ANKENY, IA 50021

**THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE NOTE, HOWEVER, THAT IF YOU ARE A DEBTOR IN AN ACTIVE BANKRUPTCY CASE OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY WITH RESPECT TO THE ABOVE-REFERENCED MORTGAGE LOAN, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.**

Dear BRITTANY F JACOBSON ,

Based on careful review of the mortgage account, we are offering you an opportunity to enter into a loan modification trial period plan. This is the first step toward qualifying for a permanent loan modification. If you satisfy all of the terms of the offer, successfully complete the trial period plan by making the required payments, and return a signed loan modification agreement, we will sign the loan modification agreement and your loan will be permanently modified. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

## **ACT NOW – Key Steps to Modify your Mortgage and Prevent Foreclosure Action**

**Step 1: Contact Us or Send Your First Trial Period Plan Payment to Prevent Foreclosure Proceedings**  
**You must do one of these within 14 calendar days of receiving this notice.**

- ✓ Contact us by phone or in writing to let us know if you intend to accept this offer, **OR**

BMO Harris Bank N.A.  
1 Corporate Drive  
Suite 360  
Lake Zurich, IL 60047  
**Phone: 800-669-4268**

- ✓ Send your first trial period plan payment of \$1,094.57 to accept this offer.

If you do not contact us or send your first trial period plan payment within 14 calendar days of receiving this notice, foreclosure proceedings may be started or continue. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

**Step 2: Make Your Trial Period Plan Payments**

✓ To successfully complete the trial period plan, you must make the trial period plan payments below.

Trial Period Plan Payment	Amount Due	Due Date
1	\$1,094.57	06/01/2024
2	\$1,094.57	07/01/2024
3	\$1,094.57	08/01/2024

\*If you submit the first trial period plan payment within 14calendar days of this notice, follow this schedule for the second and third trial period plan payments only.

**We must receive each trial period plan payment in the month in which it is due.** If we do not receive a trial period payment by the last day of the month in which it is due, this offer is revoked and we may refer the mortgage to foreclosure. If the mortgage has already been referred to foreclosure, foreclosure related expenses may have been incurred, foreclosure proceedings may continue, and a foreclosure sale may occur. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Please send the trial period payments to:

Attention: Mail Stop LMP1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047

If you have questions about the trial period or permanent modification requirements, please contact us at 866-397-5370

**Step 3: Sign and Return the Loan Modification Agreement\*** – Your modified terms will take effect only after:

- ✓ You have signed and submitted the loan modification agreement (which we will send you near the completion of the trial period plan);
- ✓ We have signed the loan modification agreement and returned a copy to you upon completion of the trial period plan; **AND**
- ✓ The modification effective date set forth in the loan modification agreement has occurred.

\* Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**Modification Terms**

The table below compares the current mortgage terms to the **estimated** modified terms.

	Current Terms	Modification Terms
Payment*	\$1,055.82	\$1,094.57
Interest Rate	3.875	3.625
Term	464	480
Maturity Date	08/01/2062	08/01/2064
Deferred Principal**		\$347.38

Brittany Jacobson  
1419 SE Wanda Dr  
Ankeny, Ia 50021  
Jacobson.brittanyf@gmail.com  
515-979-7992  
8/26/24

Sent via Email  
Very first Attempt to  
Resolve through ADA  
GreenState Credit Union

PO Box 800  
North Liberty, IA 52317-0800

Subject: Formal Complaint Regarding Unethical Behavior and Consumer Protection Violations

Dear GreenState Credit Union Management,

I am writing to express my profound disappointment and disgust at the unethical behavior and consumer protection violations that I have experienced in relation to my mortgage account with GreenState Credit Union. The recent interactions and the insulting offer presented as a rectification of the situation have only exacerbated my concerns.

### Summary of Issues:

1. Misleading Financial Hardship Assistance Offer:

- The so-called "financial hardship assistance" offered to me required an upfront payment of \$1,321.06 by 09/15/2024, which essentially covers the total amount past due. This offer fails to provide any genuine relief while continuing to accrue interest during the deferral period. Such an offer is both misleading and unethical, as it does not address the core financial difficulties I am facing.

2. Lack of Transparency and Clear Communication:

- Throughout this process, there has been a severe lack of transparency and clear communication regarding the terms of the deferral and the true nature of the assistance being offered. This is a blatant violation of the principles of fair dealing and good faith, which are fundamental to consumer protection laws.

3. Violation of the Fair Credit Reporting Act (FCRA):

- The manner in which GreenState Credit Union has handled my mortgage account, including the failure to provide meaningful assistance and the potential negative impact on my credit report, raises concerns about compliance with the Fair Credit Reporting Act. The FCRA mandates accurate and fair credit reporting, and any misleading or incomplete information can have serious repercussions on my creditworthiness.

4. Unfair and Deceptive Practices:

- The offer presented to me appears to be a classic example of unfair and deceptive practices, prohibited under both state and federal consumer protection laws, including the Dodd-Frank Wall Street Reform and Consumer Protection Act. By presenting an offer that purports to provide assistance while effectively requiring full payment of the overdue amount and continuing to accrue interest, GreenState Credit Union has acted in bad faith.

5. Denial of Access to Mortgage Account:

- GreenState Credit Union has denied me access to my online mortgage account and failed to provide statements until recently. This lack of access and transparency constitutes a violation of my rights to monitor and manage my mortgage account effectively.

**6. Refusal to Address Legal and Fraud Concerns:**

- After requesting that the legal and fraud departments contact me to conduct a third-party audit and discuss the illegal offset of my boyfriend's check, I received no response. This refusal to engage with my legitimate concerns is unacceptable and raises serious questions about the integrity of GreenState Credit Union's practices.

**7. Illegal Offset of Boyfriend's Check:**

- GreenState Credit Union's refusal to cash or deposit my boyfriend's check unless he agreed to pay on my mortgage account, despite him not being listed on the mortgage, is a clear violation of banking regulations and ethical standards. This coercive tactic is both illegal and unethical.

**8. Misapplication of Payments:**

- For months, GreenState Credit Union has been applying 100% of my payments to interest only. I was assured that once I pulled out of bankruptcy, the funds would be reallocated accordingly. However, I have seen no record of this reallocation, further indicating the disorganized and unethical practices of GreenState Credit Union.

**### My Expectations:**

Given these serious issues, I demand an immediate and meaningful resolution to this situation. Specifically, I expect the following:

**1. A Revised Financial Assistance Plan:**

- A genuine and substantial financial hardship assistance plan that includes a reduction in interest rates, waiver of late fees, and a more manageable payment plan that reflects my current financial situation.

**2. Clear and Transparent Communication:**

- Full disclosure of all terms and conditions related to any assistance being offered, communicated in a clear and transparent manner.

**3. Assurance of Compliance:**

- Assurance that GreenState Credit Union will comply with all relevant consumer protection laws, including the FCRA and the Dodd-Frank Act, and that my credit report will not be adversely affected by this situation.

**4. Immediate Restoration of Account Access:**

- Immediate restoration of my access to the online mortgage account and provision of all relevant statements without delay.

**5. Formal Apology:**

- A formal written apology for the unethical behavior, denial of access, and the distress caused by the misleading and insulting offer.

**### Actions to be Taken:**

Due to GreenState Credit Union's failure to respond adequately over the course of the last few months, and the substantial emotional distress and financial strain I have suffered, I believe you have had more than adequate time to take my concerns seriously. Your continued inaction and unethical behavior have left me with no other choice than to escalate this matter.

I will be filing formal complaints with the following agencies:

- Iowa Attorney General's Office
- Consumer Financial Protection Bureau (CFPB)
- National Credit Union Administration (NCUA)

Please consider this letter a formal complaint, and I expect a written response addressing these concerns within 14 days. Failure to respond adequately will leave me no choice but to proceed with the aforementioned complaints.

I trust that GreenState Credit Union will take immediate action to rectify this situation and restore my faith in your institution.

Sincerely,

[Your Name]

To: Brit Jacobson <jacobson.brittanyf@gmail.com>, NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

Here where your terms:



**Terms of the Payment Deferral**

Assuming we receive the payments described in the approval condition paragraph below, as of February 1, 2022, we will:

- adjust the due date of your next scheduled monthly payment to bring your mortgage current; and
- defer the scheduled repayment of the total past-due amounts to the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinancing of the mortgage loan, or payoff of the interest-bearing unpaid principal balance, and waive any late charges.

**APPROVAL CONDITION (YOUR PAYMENTS ARE NEEDED):** This deferral offer is contingent upon you making certain payments first. The current total of your past-due payments of principal and interest exceeds the maximum that is permitted to be deferred by Payable Max. Therefore, before we can process your deferral, you must first make certain past-due payments to reduce your total past-due amount to at or below the maximum amount that may be deferred. When we receive them, these amounts will be applied to your oldest past due payments.

- The total of these payments you must make is \$1,148.57.
- We must receive this amount from you no later than 1/28/2022.
- If we do not receive the required amount by the date stated, this deferral offer will be rescinded and shall be void.

The following table describes the specific terms of your payment deferral, contingent with our receipt of the payments described above first.

Number of past due principal and interest payments to be deferred	18
Total past-due principal and interest payment amount to be deferred	\$12,351.78
Other past-due amounts to be deferred*	\$8,063.53
Total past-due amounts to be deferred**	\$20,415.31
Late charges to be waived	\$0.00

\*Includes any amounts we paid on your behalf related to the past-due payments, such as taxes or insurance, as authorized by your mortgage documents.

\*\*Interest will not be charged on the total past-due amounts to be deferred. The payment deferral will not change any other terms of your mortgage.

Once your payment deferral is in effect, you must continue to make your scheduled monthly payment to keep your mortgage current.

[Quoted text hidden]

[Quoted text hidden]

Brit Jacobson <jacobson.brittanyf@gmail.com>  
To: NFG DM Loss Mitigation <lossmit@bankofthewest.com>

Fri, Jan 28, 2022 at 10:39 AM

You guys make me absolutely fucking sick. I cannot believe you. as you can tell from my copy and i have NO issue sending in the fucking original but the terms have been whited out before it was sent to me. I want a call from your supervisor immediately.

[Quoted text hidden]

Terms of the Payment Deferral

Assuming we receive the payments described in the approval condition paragraph below, as of February 1, 2022, we will:

- adjust the due date of your next scheduled monthly payment to bring your mortgage current; and
- defer the scheduled payment of the past-due amounts to the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinancing of the mortgage loan, or payoff of the interest-bearing principal balance, and waive any late charges.

oldest past due payments to be deferred. When we receive them, these amounts will be applied to your

If you do not have the required amount by the date stated, this deferral offer will be rescinded and shall be void.

The following table describes the specific terms of your payment deferral, contingent with our receipt of the payments described above first.

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\*Includes any amounts we paid on your behalf related to the past-due payments, such as taxes or insurance, as authorized by your mortgage documents.

\*\*Interest will not be charged on the total past-due amounts to be deferred. The payment deferral will not change any other terms of your mortgage.

Once your payment deferral is in effect, you must continue to make your scheduled monthly payment to keep your mortgage current.



**BANK OF THE WEST**  
BNP PARIBAS

**What if I need further assistance?**

- Please contact us any time at (866) 377-3970 (TTY) 1-800-243-3468, especially if you experience another event that may prevent you from making your mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/counseling](http://www.hud.gov/counseling)
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)
- For additional information on how to avoid foreclosure, including help for military service members, you may also visit Fannie Mae's [www.KnowYourOptions.com](http://www.KnowYourOptions.com).

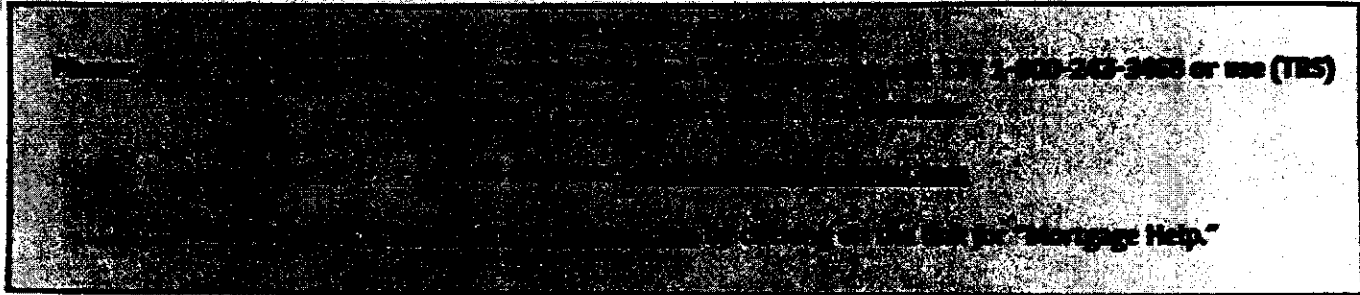
**Offer Made Based on Incomplete Application.** Other loss mitigation options may be available. You have the option to submit a complete loss mitigation application to receive an evaluation for all loss mitigation options available to you regardless of whether you accept this **Payment Deferral** offer.

We encourage you to review the Payment Deferral offer. If you do not respond by January 11, 2022, this offer will expire. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.

Sincerely,

VALERIE BARTLETT  
Loss Mitigation Analyst  
Bank of the West, NMLS# 19116  
Loss Mitigation Department  
Toll Free: (866) 377-3970 / (TTY) 1-800-243-3468

**ATTENTION BORROWERS IN BANKRUPTCY:** If this debt is subject to a bankruptcy proceeding that results in a discharge or has been discharged in bankruptcy, this notice is not intended to be a collection attempt and you will have no personal liability for the debt. However, we may proceed with our available remedies, including foreclosure or repossession, against any collateral securing the debt.



1-800-243-3466 or use (TTS)

"Mortgage Help."

**FREQUENTLY ASKED QUESTIONS**

**What other amounts might I owe?**

- There are no processing fees for this payment deferral.
- If there is already a principal forbearance amount that will be due at the maturity of your loan, you will still be responsible for any such amount that remains at the maturity date of the mortgage loan or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance.



If your financial hardship was caused by COVID-19 during the covered period under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and you were current on your mortgage before receiving the payment deferral, we will continue to report your payments as current on your credit report. If you were delinquent on your mortgage prior to receiving the payment deferral, we will continue to report this delinquency status.

pd \$2500 12/9/21

- When your payment deferral is completed, you will be considered current on your mortgage.
- For information on how your credit report may impact your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>
- We report your loan to credit bureaus according to applicable law and industry standards. We do not control your credit score or how other creditors may view the fact that your loan is performing under a forbearance, repayment, and/or deferral plan.

## FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

### Q. **What is a Trial Period Plan?**

- A trial period plan is a temporary payment relief period that allows you to demonstrate that you can consistently manage the estimated modified mortgage payment.

### Q. **How does the modification work?**

- A loan modification changes some of the terms of the mortgage, such as monthly payment, interest rate, and maturity date, which may make the payment more affordable.
- The new interest-bearing mortgage balance will be repaid in equal monthly payments over the modified term.
- To permanently modify the mortgage, you first need to successfully complete the trial period plan. The modified mortgage payment will be based on the interest-bearing unpaid principal balance as of the end of the trial period and may be moderately different than the trial period plan payment, which is an estimate of your modified mortgage payment.
- Once you make all of the trial period plan payments on time and meet all of the terms in this trial period plan, you must sign and return the loan modification agreement. Once we determine you have complied with the trial period plan requirements, we will sign the loan modification agreement and send a copy back to you for your records. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval
- If you are eligible and qualify for the HFA Program, after making all of the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds first to reduce accrued and unpaid interest on the mortgage and any other past due amounts advanced by us under the terms of the mortgage, then to pay down a portion of the unpaid principal balance of the mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds if you remain eligible for the modification. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

### Q. **What is deferred principal?**

- Deferred principal is a portion of the unpaid mortgage balance for which repayment is delayed. If the modified terms include deferred principal the due date for this amount would be the earliest of 1) the date you sell or transfer the property; 2) the date you refinance the modified mortgage; 3) the date you pay off the interest-bearing unpaid principal balance of the modified mortgage; or 4) the new maturity date of the modified mortgage. Interest is not charged on any deferred principal.

### Q. **Will the interest rate and principal and interest payment be fixed after the loan is permanently modified?**

- Yes. If your loan is permanently modified, the interest rate and monthly principal and interest payment will be fixed for the life of the mortgage.

- The new monthly payment may include an escrow payment for property taxes, hazard insurance, and other escrowed expenses, unless its inclusion is prohibited by applicable law. If the cost of your homeowners insurance, property tax assessment, or other escrowed expenses increases, the monthly payment may increase as well.

**Q. Do I have to modify the loan into a 480-month (40-year) fixed rate term?**

- Yes. A 480-month repayment term results in a lower modified monthly payment than would be available under a shorter term. The modified mortgage does not have any penalty if you pay off the mortgage earlier than the new maturity date. If you would like more information on options for paying off the mortgage early, please contact us for additional details at 866-397-5370.

**Q. How will a trial period plan and loan modification impact my credit?**

- A trial period plan and loan modification may result in your credit score being adversely affected. Credit reporting agencies generally consider the entry into a trial period plan and loan modification as an increased credit risk. Please note, however, that continued delinquency, including a foreclosure, would have a more negative impact to your credit score.
- We will continue to report the delinquency status of the loan to credit reporting agencies as well as the entry into a trial period plan in accordance with applicable law.
- Once the loan is modified, you will be considered current on the mortgage and your credit score may improve so long as you make your payments on time.

For more information about your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>

**Q. What if I need further assistance?**

- Please contact us anytime at 866-397-5370 especially if you experience another event that may prevent you from making the mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide free counseling and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or
- For additional information, including help for military servicemembers, you may also visit Fannie Mae's
- Your state Housing Finance Agency (HFA) may be participating in a program using federal Hardest Hit Funds to assist qualified homeowners to pay down a portion of the unpaid principal balance of the mortgage (HFA Program). If you are eligible and qualify for the HFA Program, make the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds to the amount you owe on your mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds. **There could be income tax consequences related to payment of your debt obligation by a third party. As a result, you are advised to seek guidance from a tax professional to discuss potential tax consequences.**

**Q. Why do I need to contact you within 14 calendar days?**

- It is important to contact us within 14 calendar days of receiving this letter. If the mortgage has already been, or is about to be, referred to foreclosure, contacting us will stop the foreclosure process. You can also stop the foreclosure process by sending the first trial period plan payment within 14 calendar days of receiving this letter, which is earlier than the due date for the first trial period plan payment in Step 2.
- If the mortgage has already been referred to foreclosure, a foreclosure sale may occur if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- You may also incur additional expenses related to foreclosure if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

**Q. Can I still receive a modification if I do not contact you or send the first trial period plan payment within 14 days?**

- Yes, except in the limited circumstances where a foreclosure sale occurs before the due date of the first trial period plan payment. However, you must make each of the trial period plan payments on time and then sign the final modification agreement as required in Steps 2 and 3. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**Q. What if I acquired an ownership interest in the property, such as through death, divorce, or legal separation?**

- You should contact us as soon as possible. We are here to help you adjust to these events and provide you with information on where to send the mortgage payments. Please contact us to obtain a list of documentation that is needed to confirm your identity and ownership interest in the property, and to discuss next steps.

## **Additional Trial Period Plan Information and Legal Notices**

**We will not refer the loan to foreclosure or proceed to foreclosure sale during the trial period plan if you are complying with the terms of the trial period plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you do not follow the terms of the plan or do not qualify for a permanent modification.
- We will hold the trial period plan payments in an account until sufficient funds are in the account to pay the oldest past due monthly payment. Unless required by applicable law, there will be no interest paid on the funds in the account and any funds in the account at the end of the trial period plan will be deducted from the amount that will be added to the principal balance.
- Our acceptance of the payments during the trial period plan does not waive our right to require immediate payment in full of all amounts owed on the mortgage, including the right to resume or continue foreclosure action, if you fail to comply with the terms of the plan. Entering a trial period plan does not mean that the mortgage will be considered current, unless your payments under the plan completely resolve all past due amounts.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

**If the monthly payment did not include escrows for taxes and insurance, you are now required to pay any such amounts as part of the monthly payment:**

- Any prior escrow waiver that allowed you to pay directly for taxes and insurance is revoked as a part of the trial period plan. We may establish an escrow account immediately, and you will pay required escrow payments into that account unless not allowed by applicable law. In this case, a portion of the trial period plan payment will cover these required escrow payments.

**The current mortgage documents remain in effect; however, you are permitted to make the trial period plan payment instead of the current monthly payment required under the mortgage documents:**

- All the terms of the current mortgage documents remain in effect during the trial period plan. Nothing in the trial period plan shall be understood to be a satisfaction or release in whole or in part of the obligations contained in the mortgage documents.

**We reserve the right to revoke this offer or terminate the trial period plan following your acceptance if we learn of information that would make you ineligible for the trial period plan or loan modification. In this event, we may exercise any of the rights and remedies provided by the loan documents and applicable law.**

**The mortgage will not be modified if you sold or transferred any interest in the property in violation of the mortgage loan documents.**

## Modification Plan Trial Period Payment Coupon



Below are your Trial Period Plan Payment Coupons. Please be aware that we must receive your Trial Period Payments no later than the last business day of the month in which the payment is due or you will not be eligible for the current offer. The Trial Period Plan payment due dates can be found in your Trial Period Plan Notice.

**ACH and Flex Pay Customers:** If you are currently on ACH or Flex Pay you must still mail your trial period plan payments using the coupons below. Your ACH or Flex Pay will be stopped when your first trial payment is received. If you are approved for a permanent modification, you will be sent a re-activation form to return with your signed permanent modification agreement so that these services can begin again with your permanent modification.

**Paperless Customers:** If you currently receive paperless billing statements through the website, please be aware that you will continue to receive alerts about payment application. However, the alerts will show your trial period plan payments applied to a suspense account during the Trial Period.

**SpeedPay:** If you are not in later stages of delinquency, you may also use SpeedPay through any of our phone representatives for a fee of \$9.50 during the Trial Period. To see if you are eligible to make your Trial Period Payments through our SpeedPay service, please call one of our representatives at 866-397-5370.

**Personal e-Billing Services:** If you use third-party billing services (such as your bank's billing service or Checkfree) to pay your mortgage, please be certain to contact them to avoid sending in your regular mortgage payments while you are making your trial payments.

Please utilize the Modification Trial Period Plan Payment Coupons below when mailing your monthly Trial Period Plan Payment. We have enclosed extra coupons in case you need them. You may use the enclosed envelopes to mail these payments and coupons back to us each month at the address noted on the payment coupon.

**If your Trial Period Plan Notice indicates that you might have an escrow shortage:** If you would like to pay the full amount of the escrow shortage shown in your Trial Period Plan Notice, please write a separate check for the escrow shortage amount and indicate in the check's memo field that the payment is for the PROJECTED ESCROW SHORTAGE so that we apply that payment to your escrow account during the Trial Period instead of applying the payment as a regular Trial Period Plan Payment.

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 1 of 3 Trial Period Payments, due on 06/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710**  
**1 Corporate Drive, Suite 360**  
**Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

-----Cut Here-----

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 2 of 3 Trial Period Payments, due on 07/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710**  
**1 Corporate Drive, Suite 360**  
**Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

**Modification Trial Payment Coupon**

Enclosed is my Trial Period Payment number 3 of 3 Trial Period Payments, due on 08/01/2024.

Trial Period Payment amount required: \$1,094.57

Loan number: 1506774783

Please make your check payable to BMO Harris Bank N.A and include your loan number on your check.

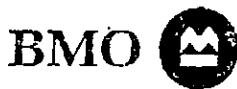
Our payment mailing address is: **Attention: Mail Stop LMP 1710**  
**1 Corporate Drive, Suite 360**  
**Lake Zurich, IL 60047**

All payments **must be received** by BMO Harris Bank N.A no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

**LOSS MITIGATION REVIEW DETERMINATION SUMMARY**

Mortgage Loan Number: 1506774783  
Property Address: 1419 SE WANDA DR  
ANKENY, IA 50021

<b>Modifications</b>		
<b>Program</b>	<b>Determination</b>	<b>Reason for Non-Approval</b>
Flex Modification	Approved	



Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

July 10, 2024

MS1710

Brittany F Jacobson  
1419 SE Wanda Dr  
Ankeny IA 50021-

Loan Number: 1506774783

Property Address: 1419 SE Wanda Dr  
Ankeny IA 50021

Dear Brittany F Jacobson :

Enclosed you will find an APPROVED FORBEARANCE AGREEMENT (Agreement).

To the extent possible, please sign and return the attached Agreement within fourteen (14) days of receiving this offer. This Agreement is an Approved Forbearance Agreement with suspended monthly payments of \$ \$0.00, from 08/01/2024 through 12/01/2024.

Please send the signed Agreement with any required cash contribution and installment payment to us at:

Attention: MS LMP1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

If you have any questions, concerns, or comments, please call me at 1-866-397-5370 between the hours of 9:00 a.m. and 5:00 p.m., CST.

Sincerely,

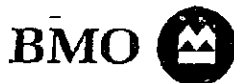
Specialist

Loss Mitigation Department

Enclosure

DD003/BFN

*2nd time mailed - No Response  
Please let me know received.  
Thank you!  
Bret*



Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

## APPROVED FORBEARANCE AGREEMENT

This agreement made on July 10, 2024 by and between, BMO Bank N.A., holder of a mortgage/deed of trust hereinafter referred to as "Lender", Brittany F Jacobson, hereinafter referred to as "Mortgagor(s)", concerning the property described as:

1419 SE Wanda Dr  
Ankeny IA 50021

Also identified as Loan Number 1506774783 and based upon the following facts enter into this Approved Forbearance Agreement:

## FACTUAL INFORMATION AND RECITALS

1. Lender has made a loan to Mortgagor(s) that became delinquent on January 01, 2024.
2. The loan is evidenced by a Promissory Note and is secured by a Mortgage dated on or about October 26, 2017 for a Note in the amount of \$ 178,500.
3. Mortgagor(s) failed to make the monthly payment due January 01, 2024 and all subsequent amounts due thereafter.
4. The parties hereto desire to enter into an agreement, which, after the plan expires, the Mortgagor(s) will need to either: 1) Bring the loan current, 2) Request the loan be reviewed for another workout plan, Pending Investor Approval, needed to satisfy the conditions required for reinstatement, or 3) Pay the loan in full.
5. In consideration of the conditions set forth below, Lender shall grant Mortgagor(s) forbearance from any foreclosure action for the delinquent mortgage payments beginning with the January 01, 2024 payment and monthly thereafter.

## AGREEMENT

- A) Mortgagor(s) agree(s) to an APPROVED FORBEARANCE AGREEMENT WITH SUSPENDED MONTHLY PAYMENTS OF \$ 50.00 FROM 08/01/2024 THROUGH 12/01/2024. THESE SUSPENDED PAYMENTS WILL BEGIN AUGUST 1, 2024, AND ON THE 1ST OF EVERY MONTH THEREAFTER THROUGH DECEMBER 1, 2024. IF THE SIGNED AGREEMENT IS NOT RECEIVED ON OR BEFORE July 24, 2024, WE WILL REVERT TO THE ORIGINAL LOAN TERMS.
- B) After the plan expires, the Mortgagor(s) will need to either: 1) Bring the loan current, 2) Request the loan be reviewed for another workout plan, Pending Investor Approval, needed to satisfy the entire delinquency or, 3) Pay the loan in full.
- C) To the extent possible, the Mortgagor(s) will return the signed agreement within 14 days of receiving the agreement.

6. In the event the Mortgagor(s) fails to tender agreed upon amounts and/or execution of this Agreement, by each specified date, **WHEREIN TIME IS OF THE ESSENCE**, to the Lender, such an act shall be an automatic breach of this agreement and Lender shall thereafter have the right to proceed with appropriate action as described in the Mortgage and Note. Payments made by the Mortgagor(s) prior to the default of this agreement shall not constitute an estoppel or waiver of the Lender's right to complete a foreclosure under the Notice of Default and Notice of Sale that may have been previously recorded in regard to the subject Mortgage and Note.

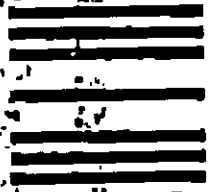
7. This forbearance agreement is contingent on your having provided accurate and complete information. You have informed us that you were adversely affected by a natural disaster. We reserve the right to revoke this offer or terminate the agreement following your acceptance if we learn you were not adversely impacted by a natural disaster or of any other information that would make you ineligible for the forbearance agreement.

Please make checks payable to:  
BMO Bank N.A.. Forward  
payments to: Attention: MS IMP1710; 1 Corporate Drive, Suite 360, Lake  
Zurich, IL 60047-8945.

  
Brittany Jacobson

7/23/24  
Date

BRITTANY JACOBSON  
1419 SE WANDA DR  
ANKENY IA 50021



US POSTAGE AND FEES PAID

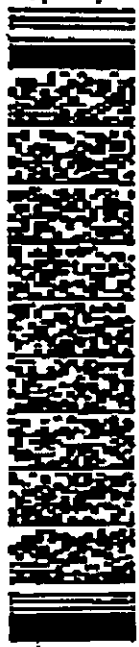


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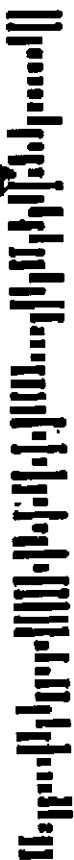
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8.2524



BMO MORTGAGE SERVICING  
1 CORPORATE DR STE 360  
LAKE ZURICH IL 60047-8945

# BMO

Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

December 13, 2024

MS1290

Brittany F. Jacobson  
1419 SE Wanda Dr  
Ankeny, IA 50021

Fax Number: 1-

RE: Loan Number: 1506774783  
Brittany F Jacobson  
1419 SE Wanda Dr  
Ankeny IA 50021

We have received authorization from our mortgagor to release the following information to you. If the servicing of this loan was recently transferred to:

BMO Bank N.A.

then the number of delinquencies shown occurred ONLY during the period of time that they have been servicing the loan.

Date of Mortgage:		10-26-17
Original Mortgage Amount:	\$	178,500.00
Second Original Mortgage Amount:	\$	82,719.00
Fixed Interest Rate:		3.875%
Monthly Payment P & I Only:	\$	494.75
Monthly Escrow:	\$	561.07
Total Monthly Payment Amount:	\$	1,055.82
Type of Loan:		CONV W/ PMI
Present Unpaid First Principal Balance:	\$	118,887.38
Present Unpaid Second Principal Balance:	\$	82,719.10
Next Payment Due:		01-01-24
Times Delinquent (in a 12-month period):		0
Next Insurance Payment Due:		06-25

Thank you for your request and cooperation.

Sincerely,

Kierra R.  
Research Department

QC019/KRL

Iowa Secretary of State  
Uniform Commercial Code  
Search Report  
November 29, 2024

Search type:  UCC  Federal  
Search by:  Person  Business  
Lien status:  Include liens that have lapsed within the past year  
First personal name: **Brittany** Additional name(s)/initial(s): **FRANCES** Individual's  
surname: **Jacobson** \*City: **Ankeny**

\* A search limited to a particular city may not reveal all filings against the debtor searched and the requester bears the risk of relying on such a search.

**Acknowledgement of Filing**

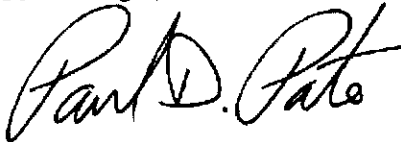
Filing Parties						
Type	B/P	Name	Address 1	City	ST	Zip
Debtor	P	BRITTANY JACOBSON	1419 SE WANDA DR	ANKENY	IA	50021
Secured	P	BRITTANY JACOBSON	1419 SE WANDA DR	ANKENY	IA	50021

Related Filings			
File #	Type	File Time	Pages
E24057913-6	FINANCING STATEMENT	11/27/2024 10:50:26	10

The information contained in this search report is current through 4:30 PM on 11/13/2024.

The undersigned filing officer certifies that, as of this time and date, a search of the Iowa Secretary of State's Information Management System, designating the above listed search criteria, using the filing office standard search logic, revealed the information reported above.



Paul D. Pate  
Iowa Secretary of State

# UCC Certified Details

Searched: (P) JACOBSON, BRITTANY, FRANCES In: ANKENY

## UCC Debtors & Secured Parties

Results: 2

Type	B/P	Name	Address1	Address2	City	ST	Zip
Debtor	P	BRITTANY JACOBSON	1419 SE WANDA DR		ANKENY	IA	50021
Secured	P	BRITTANY JACOBSON	1419 SE WANDA DR		ANKENY	IA	50021

## UCC Filings

Results: 1

UCC#	Type	File Time	Pages
E24057913-6	FINANCING STATEMENT	11/27/2024 10:50 AM	10



Brittany Jacobson &lt;britjacobson2021@gmail.com&gt;

**Public Information Act Request :: P002447-112724**

1 message

Polk County IA Public Records Center <polkcountyiowa@govqa.us>  
To: "Britjacobson2021@gmail.com" <Britjacobson2021@gmail.com>

Wed, Nov 27, 2024 at 11:14 AM



Dear Brittany Jacobson:

Thank you for your interest in Polk County, Iowa's public records. Your public record(s) request has been received and is being processed in accordance with the public record laws of the State of Iowa. Your request was received on 11/27/2024 and given the reference number P002447-112724 for tracking purposes.

**Records Requested:** NOTICE OF LIEN Claimant (Secured Party): Brittany Jacobson 1419 SE Wanda Dr Ankeny, Ia 50021 Debtor: Brittany Jacobson (Debtor and Property Owner) 1419 SE Wanda Dr Ankeny, Ia 50021 Lien Amount: \$800,000.00 This lien secures claims against two entities: GreenState Credit Union (\$400,000): • Mishandling of mortgage accounts, including denial of access to account information for one year. • Improper application of payments during Chapter 13 bankruptcy. • Unauthorized disclosure of financial information to third parties. • Predatory financial hardship practices designed to generate excessive interest. BMO Harris Bank (\$400,000): • Mishandling of deferred mortgage balances, including an unexplained increase from \$13,000 to \$82,000. • Failure to validate debts despite repeated requests. • Double-dipping by collecting unsecured debts already included in the deferred mortgage balance. • Harassment through repeated collection calls to the claimant and third parties. Total Damages: The total lien secures \$800,000.00, reflecting the financial and emotional harm caused by both entities' breaches of fiduciary duties, consumer protection violations, and predatory practices.

Your request will be forwarded to the relevant Polk County, Iowa office or department(s) to determine whether Polk County possesses the requested public record(s). If the requested public record(s) exist, Polk County will preliminarily determine the volume of records and any expenses that may be associated with fulfillment of your request. The fulfillment of a request for a copy of a public record(s) may be contingent upon receipt of a pre-payment of expenses to be incurred in fulfilling the request. You will be contacted about the availability of record(s) and any estimated expenses and/or provided with copies of the records in question. PLEASE NOTE: The State of Iowa public records laws do not require a governmental entity to create new records, to do legal research, or to answer questions.

You may monitor the progress of your public record(s) request at the link below and you will receive an email when the processing of your request has been completed. Again, thank you for using the Polk County Public Records Center.

Polk County, Iowa

To monitor the progress or update this request please go to the Polk County, Iowa website and log into the Public Records Center

Powered by  
**GovQA**

Notice of Lien

Lien Amount:

\$800,000.00

Basis for the Lien:

This lien secures claims against two entities:

GreenState Credit Union (\$400,000):

- Mishandling of mortgage accounts, including denial of access to account information for one year.
- Improper application of payments during Chapter 13 bankruptcy.
- Unauthorized disclosure of financial information to third parties.
- Predatory financial hardship practices designed to generate excessive interest.

BMO Harris Bank (\$400,000):

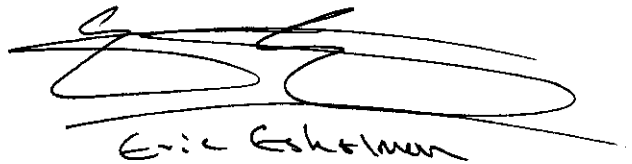
- Mishandling of deferred mortgage balances, including an unexplained increase from \$13,000 to \$82,000.
- Failure to validate debts despite repeated requests.
- Double-dipping by collecting unsecured debts already included in the deferred mortgage balance.
- Harassment through repeated collection calls to the claimant and third parties.

Total Damages:

The total lien secures \$800,000.00, reflecting the financial and emotional harm caused by both entities' breaches of fiduciary duties, consumer protection violations, and predatory practices.



Executed by Brittany Jacobson on November  
29, 2024 before me, a notary public



Eric Eselman



We found 2 changes to your Transunion credit report.

See changes

AS of Jan 29, 2021

Jan 28

We found 5 changes to your credit report.

Balance Decrease

COMENIT/BANK/MAURICES CR

Balance Increase

BANK OF THE WEST

Doris - BMW collections mgr. was unable to tell me what the vehicle was.

It looks like your balance went up. Your total debt typically fact. rs into you.

BANK OF THE WEST

Spoke to an attorney and he said there could be crossing of A/C's. I wanted to finish investigation.

Account opened Today

Credit

came to this point.

Additional proof upon Request. All info between myself and BOTW was provided to the CFPB, IA At. General, FTC, Comptroller in Iowa and California, and the IA Gov. NO ONE Did Anything to hold them Accountable for illegally increasing my mortg. or then trying to foreclose on my home after tampering with the forbearance agreement.

to 439

41 Pts

and Decrease of by \$48

Monday

Exo



Brit Jacobson <jacobson.brittany@gmail.com>

1419 SE Wanda, Anthony, LA 70021

6 messages

Brit Jacobson <jacobson.brittany@gmail.com>

Fri, Jan 28, 2022 at 4:48 AM

To: NFG DM Loss Mitigation <lossmit@bankofthewest.com>

I have been having issues with my phone recently. I just received a message from last week asking for a call back. Then today, I received another call from someone claiming to be with HUD stating that they need me to call back before legal action is taken against my house. What is that about? Last I knew, I was to accept the payment agreement no later than Jan 11th, and my next payment was due on Feb 1st. Why would I be getting threats against my home? Email is the best way to contact me. Please let me know what is going on ASAP.

thank you,  
Brittany

NFG DM Loss Mitigation <lossmit@bankofthewest.com>

Fri, Jan 28, 2022 at 9:01 AM

To: Brit Jacobson <jacobson.brittany@gmail.com>

Cc: NFG - Mortgage Collections <NFG.MortgageCollections@bankofthewest.com>, NFG DM Loss Mitigation <lossmit@bankofthewest.com>

Brittany

You need to speak with Collections. You failed your FNMA PD offer that was contingent on payment by 1/15/22.

**APPROVAL CONDITION (SOME PAYMENTS DUE NOW):** This deferral offer is contingent upon you making certain payments first. The current total of your past-due payments of principal and interest exceeds the maximum that is permitted to be deferred by Freddie Mac. Therefore, before we can process your deferral, you must first make certain past-due payments to reduce your total past-due amount to at or below the maximum amount that may be deferred. When we receive them, these amounts will be applied to your oldest past due payments.

- The total of these payments you must make is \$1,146.57.
- We must receive this amount from you no later than 1/15/2022.
- If we do not receive the required amount by the date stated, this deferral offer will be rescinded and shall be void.

Genetic Work

Investigation Manager II, Vice President

Risk Management

13505 California Street

MS: NE-88P-02-1

Omaha, NE 68154

T 402.918.4007 F 402.918.7755

Jeanette.Work@BankoftheWest.com



Classification: Confidential

From: Brit Jacobson [mailto:jacobson.brittanyf@gmail.com]  
Sent: Friday, January 28, 2022 4:48 AM  
To: NFG DM Loss Mitigation <Lossmit@bankofthewest.com>  
Subject: 1419 SE Wanda, Ankeny, IA 50021

Caution: This email originated from an external sender. Do not click on links or open attachments unless you were expecting this message from this sender.

I have been having issues with my phone recently. I just received a message from last week asking for a call back. Then today, I received another call from someone claiming to be with HUD stating that they need me to call back before legal action is taken against my house? What is that about? Last I knew, I was to accept the payment agreement no later than Jan 11th, and my next payment was due on Feb 1st. Why would I be getting threats against my home? Email is the best way to contact me. Please let me know what is going on ASAP.

thank you,

Brittany

**IMPORTANT NOTICE: This message is intended only for the addressee and may contain confidential, privileged information. If you are not the intended recipient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply e-mail and delete the message.**

Fri, Jan 28, 2022 at 9:37 AM

Brit Jacobson <jacobson.brittanyf@gmail.com>  
To: NFG DM Loss Mitigation <lossmit@bankofthewest.com>

it was not. it was supposed to be approved no later than 1/11/22 and the payment was to be made by feb 1st

[Quoted text hidden]

Fri, Jan 28, 2022 at 9:43 AM

NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

14435942

BRITTANY JACOBSON  
1419 SE WANDA DR  
ANKENY IA 50021-4498

11/01/21 11/30/21

5

11/28	Cash App*Cash Out San Francisco CA		
	Withdrawal POS #000045000318	-63.29	130.14
11/28	Wal-Mart Super Center ANKENY IA		
	Withdrawal POS #000073001597	-43.10	87.04
11/28	PETSMART # 1132 ANKENY IA		
	Withdrawal Debit Card	-13.78	73.26
11/29	11/26 0 1330758392 0 B BOPS ANKENY ANKENY IA		
	Withdrawal ACH PAYPAL	-21.51	51.75
	TYPE: INST XFER CO: PAYPAL		
11/29	Deposit by Check	31450.64	31502.39
11/29	Withdrawal	-7500.00	24002.39
11/29	Withdrawal Home Banking Transfer To Share 0001	-20000.00	4002.39
	truck		
11/29	Withdrawal Bill Payment #000076448213	-602.75	3399.64
	Midamerican En MidAmericanUtility		
	Urbandale IA		
11/29	Withdrawal POS #000000059090	-24.38	3375.26
	DOLLARTREE ANKENY IA		
11/29	Withdrawal POS #000019101244	-64.26	3311.00
	FIVE BELO 1719 SE ANKENY IA		
11/29	Withdrawal Debit Card	-15.77	3295.23
	11/28 0 1332072277 1 AMZN MKTP US*VK6YR61R3 AMZN.COM/BIL WA		
11/30	Withdrawal POS #0000000031737	-24.38	3270.85
	CASEYS GEN STORE ANKENY IA		
11/30	Withdrawal ACH U.S. CELLULAR	-292.00	2978.85
	TYPE: RETRY PYMT CO: U.S. CELLULAR		
11/30	Withdrawal ACH PAYPAL	-40.00	2938.85
	TYPE: INST XFER CO: PAYPAL		
11/30	Withdrawal ACH eBay IncYXMBXU7H	-503.80	2435.05
	TYPE: PAYMENTS CO: eBay IncYXMBXU7H		
11/30	Deposit Home Banking Transfer From Share 0001	1000.00	3435.05
	Funds Transfer via Mobile		
11/30	Withdrawal POS #000087000633	-384.00	3051.05
	HARBOR FREIGHT TOOLS DES MOINES IA		
11/30	Withdrawal POS #000000019257	-71.54	2979.51
	HOBBYLOBBY DES MOINES IA		
11/30	Withdrawal Debit Card	-24.00	2955.51
	11/29 0 1333088440 1 PANDA EXPRESS #2710 ANKENY IA		
11/30	Withdrawal Debit Card	-125.07	2830.44
	11/30 0 1334172104 1 SFX PERFORMANCE 817-473-9615 TX		

- \$32,500

\$1049.36

236,911

on my mortg act it says 32,500  
 Payment rec'd but does not show a  
 proper record. my checking only shows  
 \$31502.39 being deposited and 2,1500  
 withdrawn but no record of the mortg.  
 being taken from my checking to be  
 paid toward mortg.



**GreenState**  
CREDIT UNION

- Utilization of online banking does require email and/or text notifications to complete a two-factor authentication for member security purposes.
- A functionality was added to online banking to generate reminders to the user regarding outstanding or delinquent payments upon login. Said notifications/prompts are provided to members to serve as payment reminders and is one of the reasons GreenState disables online banking access for members in active bankruptcy. It is GreenState's understanding you regained access to online banking for the convenience of performing monthly payments from your GreenState checking account.
- If you require additional statements or tax documents and/or wish online banking access to be re-disabled, please contact GreenState's Legal Processor at 319-248-7098 or jordynschmitt@greenstate.org.
  
- You state the following, "You pointed out the terms of my bankruptcy agreement. Emphasizing that it states that the debtor (me) will need to pay the trustee \$320 a month and all past due payments will be allocated accordingly by the trustee over the next 36 months. You continue to point out that I am to carry on the terms of the original contract paying \$262 / month between 15<sup>th</sup> – 30<sup>th</sup> to be considered current on the terms of our agreement." You question why 100% of the payments made are applied to interest and believe you are no longer responsible for any amount in arrears until your bankruptcy is withdrawn. You state the trustee has taken full responsibility for the payment and any interest that may accrue during that time.
  - As stated in the response dated 07/28/2023, "According to the Plan, GreenState is to receive payments for the prepetition amount (past-due balance) on a pro-rata basis. The Trustee distributes payments to creditors on a priority claim status as identified by the Plan. You are still responsible for making contract payments to GreenState for post-petition installments. The pro-rata payments received via the Trustee are for the prepetition amount."
  - Also stated in the response dated 07/28/2023, "GreenState's system of record does not segregate outstanding balances in prepetition and post-petition buckets. As such, said information is not itemized on the monthly statement. As payments are received by you and the Trustee they are applied accordingly. GreenState has received one payment from the Trustee for \$57.33 on 04/27/2023. This payment was applied to principal and can be referenced in the response dated 07/28/2023.
  - System changes to allocate payments in a different manner on the statements have been previously discussed internally however not further explored. If a Chapter 13 Bankruptcy ultimately is dismissed, the allocation of payments made between prepetition and post-petition categories would need to be adjusted to reflect standard loan payments as if the Chapter 13 Bankruptcy did not take place.

*I did  
Continue to  
100% of my  
payments went  
to interest &  
\$57.33 was  
applied. This  
has not  
happened  
to my  
knowledge.*



my Due Date was the 15th with 15 day courtesy. NO late fees until the 31st or 1st There were several times I was charged late fees when within the time frame. Also falsely informed my bankruptcy Attorney I was late on all INTERIM-STATEMENT payments but ~~they~~ it was their records

was charged late fees when within the time frame. Also falsely informed my bankruptcy Attorney I was late on all

BRITTANY JACOBSON  
 ACCOUNT: 0000000002  
 PERIOD: 01/01/01 TO 03/20/23

1419 SE WANDA DR ID: 0002 /

EFFECT POST	TRANSACTION DESCRIPTION	AMOUNT	NEW BALANCE
06/12/18	ID 0002 - 1419 Se Wanda Dr Balance Forward		0.00
09/27/19 09/27/19	NEW LOAN DISBURSE MOVED FROM 0014346839 LOAN 0002	25,751.22	25,751.22
11/01/19 11/01/19	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0001 FUNDS TRANSFER VIA ONLINE Finance Charge: \$ 251.88 Fees: \$ 13.12	265.00	25,751.22
11/25/19 11/25/19	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0001 FUNDS TRANSFER VIA ONLINE Finance Charge: \$ 147.77 Fees: \$ 0.00	150.00	25,748.99
11/29/19 11/29/19	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0001 FUNDS TRANSFER VIA ONLINE Finance Charge: \$ 21.90 Fees: \$ 0.00	115.00	25,655.89
12/20/19 12/20/19	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA ONLINE Finance Charge: \$ 114.54 Fees: \$ 0.00	245.00	25,525.43
01/31/20 01/31/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA ONLINE Finance Charge: \$ 227.92 Fees: \$ 13.12	265.00	25,501.47
02/28/20 02/28/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE Finance Charge: \$ 151.81 Fees: \$ 0.00	265.00	25,388.28
03/27/20 03/27/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE Finance Charge: \$ 150.00 Fees: \$ 0.00	150.00	25,388.28
04/03/20 04/03/20	PAYMENT - THANK YOU CASH Finance Charge: \$ 38.91 Fees: \$ 13.12	400.00	25,040.31
05/15/20 05/15/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE Finance Charge: \$ 223.59 Fees: \$ 0.00	231.00	25,032.90
06/26/20 06/26/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE Finance Charge: \$ 150.00 Fees: \$ 0.00	150.00	25,032.90
07/02/20 07/02/20	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM	110.00	25,032.90

History prior to this

265

*000  
##*

SHARE 0041 FUNDS TRANSFER VIA MOBILE			
	Finance Charge: \$ 96.88 Fees: \$ 13.12		
07/10/20	07/10/20 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	30.00	25,032.90
	Finance Charge: \$ 30.00 Fees: \$ 0.00		
07/17/20	07/17/20 PAYMENT - THANK YOU CHECK	300.00	24,791.31
	Finance Charge: \$ 58.41 Fees: \$ 0.00		
09/09/20	09/09/20 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	265.00	24,791.31
	Finance Charge: \$ 251.88 Fees: \$ 13.12		
09/14/20	09/14/20 PANDEMIC DEFERMENT	0.00	24,791.31
03/17/21	03/17/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	265.00	24,791.31
	Finance Charge: \$ 265.00 Fees: \$ 0.00		
05/21/21	05/21/21 PAYMENT - THANK YOU CASH	460.00	24,791.31
	Finance Charge: \$ 446.88 Fees: \$ 13.12		
06/21/21	06/21/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	250.00	24,791.31
	Finance Charge: \$ 250.00 Fees: \$ 0.00		
07/09/21	07/09/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	150.00	24,791.31
	Finance Charge: \$ 136.88 Fees: \$ 13.12		
08/25/21	08/26/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0001 FUNDS TRANSFER VIA MOBILE	100.00	24,791.31
	Finance Charge: \$ 86.88 Fees: \$ 13.12		
09/08/21	09/08/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	380.00	24,791.31
	Finance Charge: \$ 380.00 Fees: \$ 0.00		
10/16/21	10/16/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	200.00	24,791.31
	Finance Charge: \$ 186.88 Fees: \$ 13.12		
11/18/21	11/18/21 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	250.00	24,791.31
	Finance Charge: \$ 250.00 Fees: \$ 0.00		
<del>11/29/21</del>	<del>11/29/21 PAYMENT - THANK YOU CHECK CHECK RECEIVED \$2,600.00</del>	<del>2,600.00</del>	<del>24,122.90</del>
	Finance Charge: \$ 380.95 Fees: \$ 0.00		
04/06/22	04/06/22 PAYMENT - THANK YOU TRANSFER PER A/R	524.68	24,122.90
	Finance Charge: \$ 498.44 Fees: \$ 26.24		
04/12/22	04/12/22 PAYMENT - THANK YOU BACKING OFF PAYMENT	524.68-	24,122.90
	Finance Charge: \$ 498.44- Fees: \$ 26.24-		
04/22/22	04/22/22 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	200.00	24,122.90
	Finance Charge: \$ 173.76 Fees: \$ 26.24		
05/06/22	05/06/22 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	250.00	24,122.90
	Finance Charge: \$ 250.00 Fees: \$ 0.00		
05/30/22	05/30/22 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	50.00	24,122.90
	Finance Charge: \$ 50.00 Fees: \$ 0.00		
06/22/22	06/22/22 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	25.00	24,122.90
	Finance Charge: \$ 11.88 Fees: \$ 13.12		
07/20/22	07/20/22 PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	80.00	24,122.90
	Finance Charge: \$ 80.00 Fees: \$ 0.00		

*Tried to do again until I pointed out it was illegal*

*Done  
Illegally  
off set.  
check received  
in the name  
of Ryan Gladys  
who is not  
listed on  
my mortgage*

*but forced to pay or else funds would not be released.*

07/22/22	07/23/22	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	200.00	24,122.90
		Finance Charge: \$ 200.00 Fees: \$ 0.00		
08/05/22	08/05/22	PAYMENT - THANK YOU TRANSFER FROM SHARE 0041	100.00	24,122.90
		Finance Charge: \$ 100.00 Fees: \$ 0.00		
08/12/22	08/12/22	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	75.50	24,122.90
		Finance Charge: \$ 75.50 Fees: \$ 0.00		
08/13/22	08/13/22	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 FUNDS TRANSFER VIA MOBILE	24.56	24,122.90
		Finance Charge: \$ 24.56 Fees: \$ 0.00		
08/30/22	08/30/22	PAYMENT - THANK YOU IHAF PAYMENT	831.32	23,731.13
		Finance Charge: \$ 439.55 Fees: \$ 0.00		
02/10/23	02/10/23	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041	262.34	23,731.13
		Finance Charge: \$ 262.34 Fees: \$ 0.00		
03/31/23	04/01/23	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041	262.34	23,731.13
		Finance Charge: \$ 262.34 Fees: \$ 0.00		
04/22/23	04/23/23	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041	262.34	23,731.13
		Finance Charge: \$ 262.34 Fees: \$ 0.00		
04/27/23	04/27/23	PAYMENT - THANK YOU BK\$	57.33	23,673.80
		Finance Charge: \$ 0.00 Fees: \$ 0.00		
05/30/23	05/30/23	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041	265.00	23,673.80
		Finance Charge: \$ 265.00 Fees: \$ 0.00		
07/14/23	07/14/23	PAYMENT - THANK YOU ONLINE BANKING TRANSFER FROM SHARE 0041 JUNE AND JULY	524.68	23,673.80
		Finance Charge: \$ 524.68 Fees: \$ 0.00		
07/26/23		Ending Balance		23,673.80

She points out that ~~she~~<sup>was</sup> still supposed to send monthly payments which I did every month and 100% of my payments were going towards the past due always leaving me in arrears. GreenState was going to apply all payments to interest until the end of my 3yr bankruptcy plan and then reallocate payments I borrowed money to discharge bankruptcy because of this. NO funds were ever adjusted that I was aware of.



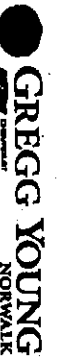
**GreenState**  
CREDIT UNION

- GreenState's Legal Department has processes in place to reallocate payments once a Chapter 13 Plan has been satisfied and the prepetition amount (arrearage) has been paid in full.
- The enclosed Allocation of Payments in Prepetition and Post-Petition Table represents the allocation of payments once the arrearage has been paid in full.
- At this time, GreenState will continue to maintain the Allocation of Payments in Prepetition and Post-Petition Table (Table) as provided in this response to reflect the allocation of payments in prepetition and post-petition amounts for illustrative purposes. The Table will be updated as your payments are received and provided to you at your request. GreenState's system of record and monthly statements will not reflect the information as provided in the Table as it will be manually maintained. To request a copy of the Table as future payment(s) are made, contact GreenState's Legal Processor at 515-248-7098 or [jordynschmitt@greenstatecu.com](mailto:jordynschmitt@greenstatecu.com) and an updated Table will be provided.
- At this time, GreenState will explore system of record capabilities for capturing the payment allocation between regular payments and payments received via a Trustee which are applied to an arrearage amount. In consultation with external counsel, other financial institutions resort to manual tracking of payment allocation for prepetition and post-petition amounts as system functionality related to this process is complex.
- In summary, GreenState's system of record and therefore member statements do not currently reflect payments in prepetition and post-petition amounts. This does not indicate your payments are being misapplied as once the arrearage has been paid in full, payments received will be properly allocated between prepetition and post-petition amounts. The purpose of the manual Table is to demonstrate the allocation of payments between prepetition and post-petition buckets before the arrearage has been paid in full. The Table will be maintained for L0002 and provided to you at your request. GreenState will continue to explore options for automatic solutions.

You question why the prepetition amount is listed as \$1,800.00 as well as \$1,045.00 and request explanation as to how GreenState arrived at those amounts.

- The Chapter 13 Plan (entered 01/17/2023) utilized a prepetition arrearage amount of \$1,851.82. This amount was an estimate established by your attorney. The Plan is not reflective of the actual amounts as contained in GreenState's system of record.
- The Proof of Claim (filed 03/20/2023) reflected a prepetition arrearage amount of \$1,049.36 as it was the actual amount of default as contained in GreenState's system of record at the time of filing.

*never saw  
Payments  
allocated to  
anything but  
interest unless  
a large sum  
was paid  
clearing up  
any past due.*



2601 Sunset Drive - Norwalk, IA 50211  
(515) 256-4010 - Fax (515) 256-4011

052740

CREAT. WESTERN BANK  
CMAA# 4581504  
70573814

VOID AFTER 90 DAYS

DATE 11/29/2021  
#52740

AMOUNT \$527.40

PAY THIRTY-TWO THOUSAND FIVE HUNDRED AND 0/100 DOLLARS

GREGG YOUNG CHEVROLET OF NORWALK, INC.

TO THE ORDER OF RYAN GREGG

Yare Wine

*[Signature]*

MEMO: 88257

⑈052740⑈ ⑈091108734⑈ 13091737⑈

on 11/29/21 After teller received the check in her hand and pulled up the accounts She saw that it was 14 days late on my mortgage. She told Ryan that she would not deposit or cash the check unless he agreed to clean up the past due amount.  
Had no other choice but to agree. He was never listed on my loan or authorized to discuss my acct.

0014435942	BRITTANY JACOBSON	LOAN ID 0002 CURRENTLY DUE FOR 03/15/23 187 days past due
------------	----------------------	--

LOAN ID	PAYMENT AMOUNT	PAYMENT MADE ON	PAYMENT APPLIED TO	DAYS AFTER DUE DATE	COMMENT
0002	524.68	07/14/23	01/15/23	180	OVER 3 MONTHS PAST DUE
0002	265.00	05/30/23	12/15/22	166	OVER 3 MONTHS PAST DUE
0002	57.33	04/27/23	12/15/22	133	3 MONTHS PAST DUE
0002	262.34	04/22/23	11/15/22	158	OVER 3 MONTHS PAST DUE
0002	262.34	03/31/23	10/15/22	167	OVER 3 MONTHS PAST DUE
0002	262.34	02/10/23	09/15/22	148	OVER 3 MONTHS PAST DUE
0002	831.32	08/30/22	05/15/22	107	2 MONTHS PAST DUE
0002	24.56	08/13/22	05/15/22	90	2 MONTHS PAST DUE
0002	75.50	08/12/22	05/15/22	89	2 MONTHS PAST DUE
0002	100.00	08/05/22	05/15/22	82	2 MONTHS PAST DUE
0002	200.00	07/22/22	04/15/22	98	2 MONTHS PAST DUE
0002	80.00	07/20/22	04/15/22	96	2 MONTHS PAST DUE
0002	25.00	06/22/22	03/15/22	99	2 MONTHS PAST DUE
0002	50.00	05/30/22	03/15/22	76	1 MONTH PAST DUE
0002	250.00	05/06/22	02/15/22	80	2 MONTHS PAST DUE
0002	200.00	04/22/22	02/15/22	66	1 MONTH PAST DUE
0002	524.68-	04/12/22	04/15/22		
0002	524.68	04/06/22	02/15/22	50	1 MONTH PAST DUE
0002	1,049.36	11/29/21	11/15/21	14	

*This shows mortg. only 14 days late when*

*Ryan was forced to pay it.*

del

make

P.O. 494905

out to be  
\$ 1,300<sup>00</sup>

Del.

866-621-4823

P.O.

495377

494817

Applebees -  
Altona

---



**GreenState**  
CREDIT UNION

Jacki | NMLS ID #1821684  
Loss Mitigation Analyst  
GreenState Credit Union  
p: (319) 341-3063 | f: (319) 665-2197  
[jacki@greenstate.org](mailto:jacki@greenstate.org) | [GreenState.org](http://GreenState.org)  
Creating Lasting Value

[Click here](#) to provide feedback on our service.



*I had rec'd a \$10,000 advance from my employer to save my house after BTW caused me to default. They tried to offset those funds to pay for Ryan's unsecured debt and my mortgage.*

**From:** Brit Jacobson <[jacobson.brittanyf@gmail.com](mailto:jacobson.brittanyf@gmail.com)>  
**Sent:** Tuesday, April 12, 2022 9:43 AM  
**To:** Jacki Kuepker <[JKuepker@greenstate.org](mailto:JKuepker@greenstate.org)>  
**Subject:** Re: GreenState CU

Thank you! Please send me a bill for the past due amounts and I will work on paying those off.

On Tue, Apr 12, 2022 at 9:22 AM Brit Jacobson <[jacobson.brittanyf@gmail.com](mailto:jacobson.brittanyf@gmail.com)> wrote:

Hi Jacki,

In that case please send it over via email so I have it for my records. Not sure who Danielle is but I received her letter on Friday for my mortgage. I have zero notices that on my online account as well as received any at my home. The only thing I have is from when I reached out to you and our conversations. There was two emails from that other lady but I had to include you in my responses bc she had me blocked.

You are not allowed to offset on joint accounts unless both of us are listed on the loan. I'm the only one in the mortgage. You are also not allowed to offset on unsecured debt which you did. Then there's the matter of taking funds from a check with out to me to clear up Ryan's unsecured debt. So without any form of notice to either one of us.

I don't mean or want to be any way with you guys. You know this. I've always paid you and I have no problem paying you. However, I can only handle so much at once. Bank of the west knows they have messed up and they keep sending me approval workout packets and I'm not working or any deal with them and you won't approve me for a refi loan so I am limited as to what I am capable of doing at the moment. Bankruptcy would've been filed already but I'm not paying them \$32,000 in additional to what I owe.

Throughout this process, I've learned that having everything in writing provides protection for both of us.

I hope you understand.

On Tue, Apr 12, 2022 at 8:46 AM Jacki Kuepker <[JKuepker@greenstate.org](mailto:JKuepker@greenstate.org)> wrote:

Hi Brittany,

I left you a voicemail several minutes ago. Could you please give me a call when you get a chance? I'm sorry for the delay but I've been talking to a manager and have quite a bit of information to go over with you.

Thank you.

**Brittany Jacobson**  
1419 SE Wanda Dr.  
Ankeny, Ia 50021  
11/24/24

**GreenState Credit Union**  
2355 Landon Rd  
North Liberty, IA 52317

**Subject:** Conditional Acceptance and Demand for Cure

**To Whom It May Concern,**

I am writing to formally address the extensive violations, mishandling, and breaches of law and trust in relation to my mortgage account with GreenState Credit Union. I hereby conditionally accept your claims and actions, provided you can fully cure the following breaches and provide evidence of compliance with all relevant laws and regulations.

This letter constitutes a conditional acceptance under the **Uniform Commercial Code (UCC) §1-308** and the **maxims of equity**. You are required to respond in writing and address each point raised below, point by point, within thirty (30) days of receipt of this notice. Failure to provide a full and specific rebuttal within this time frame will constitute your tacit agreement to the terms outlined herein.

**Violations and Misconduct:**

**1. Forcing a Non-Account Holder to Pay:**

In November 2021, GreenState Credit Union coerced Ryan Glasgow into paying my mortgage by refusing to deposit his \$35,000 check unless he resolved my mortgage balance. This unauthorized action constitutes a violation of federal privacy laws.

**2. Unlawful Denial of Mortgage Account Access:**

Despite several requests GreenState denied me access to my mortgage account and failed to provide statements for almost one year, violating the **Real Estate Settlement Procedures Act (RESPA)**.

**3. Improper Application of Payments During Chapter 13 Bankruptcy:**

GreenState misapplied payments in bad faith, allocating borrower funds solely to interest while only applying the trustee's payment to principal which was expected to be less than \$60 a month.

**4. Predatory Financial Hardship "Solution":**

The so-called hardship assistance offered was designed to generate unnecessary interest and trap me in a cycle of debt, contrary to the intent of federal consumer protection laws.

**Demands for Cure:**

**1. Full Validation and Documentation:**

Provide an itemized accounting of all payments, charges, and adjustments made to my mortgage account.

**2. Production of the Original Promissory Note:**

As part of this validation, you must provide the original wet-ink promissory note or sufficient legal evidence of its chain of custody. This is required to verify your authority to enforce the mortgage under Iowa's judicial foreclosure process.

**3. Compensation for Damages:**

Compensate me for financial harm and emotional distress caused by your actions, in the amount of **\$400,000**.

**4. Written Confirmation of Mortgage Resolution:**

Confirm in writing that my mortgage has been resolved, and that no further action will be taken against me.

**Binding Terms and Right to Cure Period:**

You are hereby given **thirty (30) days** to provide a point-by-point response addressing the violations and demands outlined above. Failure to respond within this time frame will be deemed full and binding acceptance of the terms in this letter, as governed by the **UCC §1-308** and principles of equity.

Should you fail to respond, I will pursue the following:

1. Filing liens against your corporate assets and properties.
2. Initiating legal action for mortgage forgiveness and damages.
3. Submitting complaints to regulatory authorities, including the CFPB and FTC.

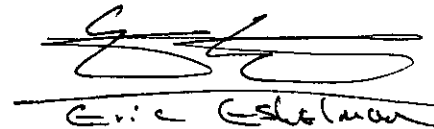
This is your final opportunity to resolve this matter amicably.

Sincerely,

Brittany Jacobson  
515-979-9772  
Jacobson.brittanyf@gmail.com



*Executed in my presence on November 29,  
2024 by Brittany Jacobson*



Eric Eshelman

**Brittany Jacobson**  
1419 SE Wanda Dr  
Ankeny, Iowa 50021

January 21, 2025

**GreenState Credit Union**  
2355 Landon Rd North  
Liberty, IA 52317

**Re: Notice of Default, Final Conditional Acceptance, and  
Demand for Damages**

Dear Sir or Madam,

**Subject: Failure to Respond to Conditional Acceptance – Default Notification and  
Damages Demand**

This correspondence serves as my second and final notice of **conditional acceptance** regarding the matter of my mortgage account 14435942L0002. I previously notified your office of my **conditional acceptance** via email on **December 7, 2024**, and by **certified mail on December 13, 2024**. Despite these proper and timely notices, GreenState Credit Union has failed to respond to or rebut the allegations and demands outlined in my initial communication. This constitutes a failure of duty under the **Administrative Procedure Act (5 U.S.C. § 556(d))**, **equity principles**, and **contract law**, as well as a breach of your fiduciary obligations.

Your inaction has placed you in **default**. Under the principles of **acquiescence** and **estoppel by silence**, your failure to respond constitutes agreement to the terms outlined in this letter and acknowledgment of the following:

1. No valid or lawful debt exists between us.
2. Any alleged obligation is hereby void and unenforceable.
3. GreenState Credit Union is now fully liable for **\$400,000 in damages** for the violations

## Summary of Allegations and Violations

### 1. Failure to Validate the Alleged Debt:

- GreenState Credit Union has failed to provide validation of the alleged debt, as required under the **Fair Debt Collection Practices Act (FDCPA, 15 U.S.C. § 1692g)**.
- Specifically, you have not provided:
- A full and itemized breakdown of the alleged debt.
- Proof of legal standing to collect.
- The original wet-ink contract bearing my signature.

### 2. Unlawful Application of Payments:

- Payments I have made to GreenState Credit Union have been applied entirely to interest, contrary to the terms of the mortgage agreement and in violation of **state and federal consumer protection laws**.

### 3. Violation of Privacy:

- GreenState Credit Union unlawfully disclosed my private mortgage account details to a third party without my knowledge or consent.
- Furthermore, you coerced this individual into making a payment on my account, constituting a serious breach of **privacy laws** and fiduciary responsibilities.

### 4. Predatory Hardship Financial Relief:

- Your institution's so-called "hardship financial relief" offer was inadequate, predatory, and created a greater financial burden rather than offering meaningful assistance. This demonstrates bad faith and a lack of equitable intent.

### 5. Bad Faith Conduct and Breach of Fiduciary Duty:

- By refusing to provide documentation, respond to inquiries, or validate the alleged debt, GreenState Credit Union has demonstrated willful bad faith and breached its fiduciary duties.

### 6. Improper Notice and Breach of Due Process:

- GreenState Credit Union failed to provide proper notice for any adjustments, changes, or penalties applied to my account, in violation of the **Uniform Commercial Code (UCC § 9-611)**.

### **Damages for Violations**

As a result of these breaches and violations, GreenState Credit Union is now liable for **\$400,000 in damages**, which includes but is not limited to:

- **Violation of Privacy:** Unauthorized disclosure of my private information, resulting in emotional distress and a breach of trust.
- **Coercion of a Third Party:** Forcing another individual to make payments on my account, violating privacy laws and fiduciary obligations.
- **Financial Harm:** Improper application of payments, causing financial loss and credit damage.
- **Emotional and Mental Distress:** The stress caused by your bad faith conduct and refusal to address or resolve my concerns.
- **Predatory Practices:** Presenting a misleading and harmful "hardship relief" program under the guise of assistance.

### **Opportunity to Cure**

As a final courtesy, I offer GreenState Credit Union the opportunity to cure its default. Within **10 calendar days** of this notice, you must:

1. Provide **full and complete validation of the alleged debt**, including:
  - A full itemized breakdown of the account.
  - Proof of legal standing to collect.
  - A certified copy of the original contract bearing my wetink signature.
2. Respond to each allegation point-by-point, with documented proof rebutting the claims.
3. Provide a detailed explanation of how all payments were applied to my account and confirm compliance with the original mortgage agreement.

Failure to comply within this time frame will confirm your default and result in immediate enforcement of the actions outlined below.

### **Next Steps and Legal Actions**

If GreenState Credit Union fails to cure its default, I will take the following lawful actions without further notice:

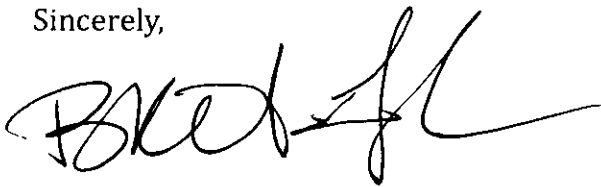
1. File a **UCC-1 lien** to secure my financial interest in this matter.
2. File a **property lien** against the mortgage to ensure my claims are protected.
3. Submit formal complaints to the **Consumer Financial Protection Bureau (CFPB)**, **Federal Trade Commission (FTC)**, and the **Iowa Attorney General** regarding your misconduct and predatory practices.
4. Pursue all other remedies available to me under **law** and **equity**, including but not limited to claims for damages, fees, and costs in a court of law.

**Notice to Agent is Notice to Principal, and Notice to Principal is Notice to Agent.**

This letter applies to all agents, assigns, and successors in interest, and no transfer of this alleged obligation absolves GreenState Credit Union of its liabilities.

This letter is written in good faith, without malice, and with the intent to resolve this matter lawfully and equitably. Please govern yourselves accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brittany Jacobson', with a long horizontal flourish extending to the right.

**Brittany Jacobson**

1419 SE Wanda Dr Ankeny, Iowa 50021  
jacobson.brittanyf@gmail.com  
515-979-7992

**Notary Acknowledgment**

State of Iowa  
County of Polk

On this 21<sup>st</sup> day of January, 2025, before me, the undersigned Notary Public, personally appeared **Brittany Jacobson**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public  
My commission expires: 7.14.27

*Diane Klemme*





**GreenState**  
CREDIT UNION

*This was the financial hardship assistance I was offered as a resolution after a tornado, flooded basement, and small house fire in 3 months. Significant damage during all 3.*

08/22/2024

BRITTANY JACOBSON  
1419 SE WANDA DR  
ANKENY, IA 50021-4498

RE: Loan Number 14435942-0002 1419 SE WANDA DR, ANKENY, IA 50021

Hello BRITTANY,

Thank you for choosing GreenState Credit Union for your financial needs. We have reviewed your application and will be able to approve the following option(s) with the listed stipulation(s):

- 6-month deferral, with the deferred payments added to the end of the contract.
- This would be the maximum allowable over the life of the loan due to the earlier 6-month deferral received 9/11/20.
- Interest continues to accrue during the deferment period, therefore when you resume payments after the deferment period, there will be 6 months of accrued interest due. **This will result in a larger allocation or full allocation of your monthly payment to interest rather than principal until the interest accruals are paid current.**
- **REQUIRED TO QUALIFY:** Reinstatement cash contribution of \$1,058.72 by 9/5/24 or \$1,321.06 by 9/15/24 is required to qualify. The cash contribution will be applied to your loan 14435942-0002. Once applied, the 6-month deferral would then be processed after receipt of the signed agreement we will send you.
  - If \$1,058.72 is paid by 9/5/24, the 6-month deferral would defer the payments due 8/15/24 through 1/15/25. Payments would need to resume 2/15/25.
  - If \$1,321.06 is paid by 9/15/24, the 6-month deferral would defer the payments due 9/15/24 through 2/15/25. Payments would need to resume 3/15/25.

**Please respond no later than 09/05/2024 to accept or reject this offer.** If we do not hear from you within this time frame, your non-response will be deemed a rejection of the offer, and your loss mitigation application will be withdrawn.

You have the right to appeal the denial of any loan modification option. Your appeal must be received no later than 14 days from the date of this letter. Your appeal should be sent in writing to:

GreenState CU  
ATTN: Loss Mitigation-Appeals  
PO Box 800  
North Liberty, IA 52317

Sincerely,  
GreenState Credit Union  
Jacki K  
Account Resolution Department  
Phone: 319-341-3063  
Email: jacki@greenstate.org

We found 2 changes to your Transunion credit report.

See changes

Jan 28

41 pts  
to 439

We found 5 changes to your credit report.

Balance Decreases

COMENITYBANK/MAURICES CR

Balance Increases

BANK OF THE WEST

Donis - BOTW collections were made  
unable to tell me what the work was for

It looks like your balance went up. Your total debt typically fact rs into you

BANK OF THE WEST

Spoke to an attorney  
and he said there could be  
wanted to crossing of Acks  
wanted to go to court in IDV. I  
wanted to go to court in IDV. I  
wanted to go to court in IDV. I

Account removed  
Today

Credit

Money

Exp



Brit Jacobson <jacobson.britany1@gmail.com>

1419 SE Woods, Anthony, LA 70021

6 messages

Brit Jacobson <jacobson.britany1@gmail.com>

Fri, Jan 28, 2022 at 4:48 AM

To: NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

I have been having issues with my phone recently. I just received a message from last week asking for a call back. Then today, I received another call from someone claiming to be with HUD stating that they need me to call back before legal action is taken against my house? What is that about? Last I knew, I was to accept the payment agreement no later than Jan 15th, and my next payment was due on Feb 1st. Why would I be getting threats against my home? Email is the best way to contact me. Please let me know what is going on ASAP.

thank you,  
Britany

NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

Fri, Jan 28, 2022 at 9:01 AM

To: Brit Jacobson <jacobson.britany1@gmail.com>

Cc: NFG - Mortgage Collections <NFG.MortgageCollections@bankofthewest.com>, NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

Britany

You need to speak with Collections. You failed your FNMA PD offer that was contingent on payment by 1/15/22.

**APPROVAL CONDITION (SOME PAYMENTS DUE NOW):** This deferral offer is contingent upon you making certain payments first. The current total of your past-due payments of principal and interest exceeds the maximum that is permitted to be deferred by Fannie Mae. Therefore, before we can process your deferral, you must first make certain past-due payments to reduce your total past-due amount to at or below the maximum amount that may be deferred. When we receive them, these amounts will be applied to your oldest past due payments.

- The total of these payments you must make is \$1,146.57.
- We must receive this amount from you no later than 1/15/2022.
- If we do not receive the required amount by the date stated, this deferral offer will be rescinded and shall be void.

Asset Work

Investigation Manager II, Vice President

Asset Management

Gmail - 1419 SE Wanda, Ankeny, IA 50021

<https://mail.google.com/mail/u/0/?ik=9776175cc1&view=pt&search...>

13505 California Street

MS: NE-88P-02-1

Omaha, NE 68154

T 402.918.4007 F 402.918.7755

Jeanette.Work@BankoftheWest.com



Classification: Confidential

From: Brit Jacobson [mailto:jacobson.brittanyf@gmail.com]  
Sent: Friday, January 28, 2022 4:48 AM  
To: NFG DM Loss Mitigation <Lossmit@bankofthewest.com>  
Subject: 1419 SE Wanda, Ankeny, IA 50021

Caution: This email originated from an external sender. Do not click on links or open attachments unless you were expecting this message from this sender.

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I have been having issues with my phone recently. I just received a message from last week asking for a call back. Then today, I received another call from someone claiming to be with HUD stating that they need me to call back before legal action is taken against my house? What is that about? Last I knew, I was to accept the payment agreement no later than Jan 11th, and my next payment was due on Feb 1st. Why would I be getting threats against my home? Email is the best way to contact me. Please let me know what is going on ASAP.

thank you,

Brittany

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**IMPORTANT NOTICE: This message is intended only for the addressee and may contain confidential, privileged information. If you are not the intended recipient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply e-mail and delete the message.**

---

Brit Jacobson <jacobson.brittanyf@gmail.com>  
To: NFG DM Loss Mitigation <lossmit@bankofthewest.com>

Fri, Jan 28, 2022 at 9:37 AM

it was not. it was supposed to be approved no later than 1/11/22 and the payment was to be made by feb 1st

[Quoted text hidden]

---

NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

Fri, Jan 28, 2022 at 9:43 AM

1/28/2022, 11:13 A

To: Brit Jacobson <jacobson.brittanyf@gmail.com>, NFG DM Loss Mitigation <Lossmit@bankofthewest.com>

Here where your terms:



**Terms of the Payment Deferral**

Assuming we receive the payments described in the approval condition paragraph below, as of February 1, 2022, we will:

- adjust the due date of your next scheduled monthly payment to bring your mortgage current; and
- defer the scheduled repayment of the total past-due amounts to the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinancing of the mortgage loan, or payoff of the interest-bearing unpaid principal balance, and waive any late charges.

**APPROVAL CONDITION (CERTAIN PAYMENTS ARE NEEDED):** This deferral offer is contingent upon you making certain payments first. The current total of your past-due payments of principal and interest exceeds the maximum that is permitted to be deferred by Fannie Mae. Therefore, before we can process your deferral, you must first make certain past-due payments to reduce your total past-due amount to at or below the maximum amount that may be deferred. When we receive them, these amounts will be applied to your oldest past due payments.

- The total of these payments you must make is \$1,146.57.
- We must receive this amount from you no later than 1/31/2022.
- If we do not receive the required amount by the date stated, this deferral offer will be rescinded and shall be void.

The following table describes the specific terms of your payment deferral, contingent with our receipt of the payments described above first.

Number of past due principal and interest payments to be deferred	18
Total past-due principal and interest payment amount to be deferred	\$12,351.78
Other past-due amounts to be deferred*	\$8,063.53
Total past-due amounts to be deferred**	\$20,415.31
Late charges to be waived	\$0.00

\*Includes any amounts we paid on your behalf related to the past-due payments, such as taxes or insurance, as authorized by your mortgage documents.

\*\*Interest will not be charged on the total past-due amounts to be deferred. The payment deferral will not change any other terms of your mortgage.

Once your payment deferral is in effect, you must continue to make your scheduled monthly payment to keep your mortgage current.

[Quoted text hidden]

[Quoted text hidden]

Fri, Jan 28, 2022 at 10:39 AM

Brit Jacobson <jacobson.brittanyf@gmail.com>  
To: NFG DM Loss Mitigation <lossmit@bankofthewest.com>

You guys make me absolutely fucking sick. I cannot believe you. as you can tell from my copy and i have NO issue sending in the fucking original but the terms have been whited out before it was sent to me. I want a call from your supervisor immediately.

[Quoted text hidden]

1/28/2022

**Terms of the Payment Deferral**

Assuming we receive the payments described in the approval condition paragraph below, as of February 1, 2022, we will:

- adjust the due date of your non-scheduled monthly payment to bring your mortgage current; and
- defer the scheduled payment of the total past-due amounts to the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance; and waive any late charges.

oldest past due payments to be deferred. When we receive them, these amounts will be applied to your

and shall be void. If you do not provide the required amount by the date stated, this deferral offer will be rescinded

The following table describes the specific terms of your payment deferral, contingent with our receipt of the payments described above first.

Number of past due principal and interest payments to be deferred	18
Total past-due principal and interest payment amount to be deferred	\$12,351.78
Other past-due amounts to be deferred*	\$8,063.53
Total past-due amounts to be deferred**	\$20,415.31
Late charges to be waived	\$0.00

\*Includes any amounts we paid on your behalf related to the past-due payments, such as taxes or insurance, as authorized by your mortgage documents.

\*\*Interest will not be charged on the total past-due amounts to be deferred. The payment deferral will not change any other terms of your mortgage.

Once your payment deferral is in effect, you must continue to make your scheduled monthly payment to keep your mortgage current.



**BANK OF THE WEST**  
BNP PARIBAS

**What if I need further assistance?**

- Please contact us any time at (866) 377-3970 (TTY) 1-800-243-3468, especially if you experience another event that may prevent you from making your mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/counseling](http://www.hud.gov/counseling)
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)
- For additional information on how to avoid foreclosure, including help for military service members, you may also visit Fannie Mae's [www.KnowYourOptions.com](http://www.KnowYourOptions.com).

**Offer Made Based on Incomplete Application.** Other loss mitigation options may be available. You have the option to submit a complete loss mitigation application to receive an evaluation for all loss mitigation options available to you regardless of whether you accept this **Payment Deferral** offer.

We encourage you to review the Payment Deferral offer. If you do not respond by January 11, 2022, this offer will expire. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.

Sincerely,

VALERIE BARTLETT  
Loss Mitigation Analyst  
Bank of the West, NMLS# 19116  
Loss Mitigation Department  
Toll Free: (866) 377-3970 / (TTY) 1-800-243-3468

**ATTENTION BORROWERS IN BANKRUPTCY:** If this debt is subject to a bankruptcy proceeding that results in a discharge or has been discharged in bankruptcy, this notice is not intended to be a collection attempt and you will have no personal liability for the debt. However, we may proceed with our available remedies, including foreclosure or repossession, against any collateral securing the debt.

For more information on how to request a payment deferral, call 1-800-243-3468 or use (TTS) [REDACTED] or visit [www.bankofthewest.com](https://www.bankofthewest.com).  
You can also request a payment deferral by clicking on the link for "Mortgage Help."

**FREQUENTLY ASKED QUESTIONS**

**What other amounts might I owe?**

- There are no processing fees for this payment deferral.
- If there is already a principal forbearance amount that will be due at the maturity of your loan, you will still be responsible for any such amount that remains at the maturity date of the mortgage loan or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance.

**How will my credit report be affected?**

If your financial hardship was caused by COVID-19 during the covered period under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and you were current on your mortgage before receiving the payment deferral, we will continue to report your payments as current on your credit report. If you were delinquent on your mortgage prior to receiving the payment deferral, we will continue to report this delinquency status.

*Pd \$2500 12/9/21*

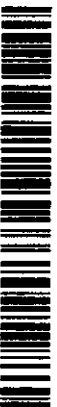
- When your payment deferral is completed, you will be considered current on your mortgage.
- For information on how your credit report may impact your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>
- We report your loan to credit bureaus according to applicable law and industry standards. We do not control your credit score or how other creditors may view the fact that your loan is performing under a forbearance, repayment, and/or deferral plan.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GreenState C.U.  
2355 Linden Rd  
North Liberty IA 52317



9590 9402 8947 4064 8527 48

2. Article Number (Transfer from service label)

95B9 0710 5270 1111 8110 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Rick Klen*

- Agent
- Addressee

B. Received by (Printed Name)

*Rick Klen*

C. Date of Delivery

*12/3/08*

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

00)

**USPS TRACKING#**



9590 9402 8947 4064 8527 48

**United States  
Postal Service**

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

Jacobson  
1419 SE Wenda Dr  
Ankeny IA 50021

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

FTC  
600 Pennsylvania Ave NW  
Washington DC 20580



102 8947 4064 8528 16

Transfer from service label)

10 5270 1111 8110 87

July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

FTC

Agent

 Addressee

## B. Received by (Printed Name)

D. Carlos

## C. Date of Delivery

## D. Is delivery address different from item 1?

If YES, enter delivery address below:

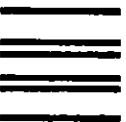
 Yes No

## 3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 8947 4064 8528 16

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®

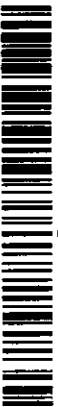
Jacobson  
1419 SE Wanda Dr  
Antony IA 50221

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Green State Credit  
 Attn: CEO  
 8322 London Rd  
 Newark Liberty NJ 08317



9590 9402 8734 3310 0520 08

2. Article Number (Transfer from service label)

9589 0710 5270 1111 8110

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent Addressee

B. Received by (Printed Name)

Stephen Klein

C. Date of Delivery

12.9.24

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |

56  Restricted Delivery

**USPS TRACKING #**



9590 9402 8734 3310 0520 08

**United States  
Postal Service**

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box\*

Brit Jacobson  
1419 SE Wanda Dr  
Ankeny IA 50021

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Iowa A. G. Galbraith St  
 1308 E ~~Washington~~  
 Des Moines IA 50319



9590 9402 8947 4064 8528 23

## 2. Article Number (Transfer from service label)

9589 0710 5270 1111 8110

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

 X Agent Addressee

## B. Received by (Printed Name)

G. Date of Delivery

06 JUL 2024

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

## 3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |
| <input type="checkbox"/> International Mail                      |   |

63  Mail Restricted Delivery  
 X

USPS TRACKING#



500

4 L

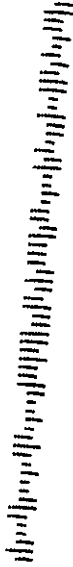
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 8947 4064 8528 23

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

JACOBSON  
1419 SE Wanda Dr  
Ankeny IA 50021



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

GreenState Credit  
 Union  
 2355 London Rd N  
 Liberty, IA 52317



9590 9402 9306 4295 4573 43

## 2. Article Number (Transfer from service label)

9589 0710 5270 2311 2479 42

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*Rick Klein*

- Agent  
 Addressee

## B. Received by (Printed Name)

*Rick Klein*

## C. Date of Delivery

*5-29-25*

- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

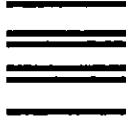
## 3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |

Registered Mail

Registered Mail Restricted Delivery  
 (+\$500)

USPS TRACKING#



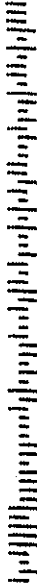
First-Class Mail<sup>SM</sup>  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 9306 4295 4573 43

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

JACOBSON  
1419 SE Wanda Dr  
Ankeny, IA 50021



U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™

Chicago, IL 60607

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$

Postmark  
Here

Sent To **BMO**

Street and Apt. No., or PO Box No.

**111 Monroe St**

City, State, ZIP+4®

**Chicago, IL 60607**

9586 0720 0225 77E2 2429 5E

## Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

### Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
  - To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

North Liberty IA 52317

Certified Mail Fee \$ 4.25

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent to

Green State Cu.

Street and Apt. No., or PO Box No.

2355 Landers Ka

City, State, ZIP+4®

Liberty, IA 52317

Postmark  
Here

JAN 24 2025

25 6242 7762 0225 0720 6856

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- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:

- Return receipt service, which provides a record of delivery (including the recipient's signature).

You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

*Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.

- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Chicago: IL 60603

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$4.10  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$2.04

Total Postage and Fees

\$6.94

See **BMD**

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

0921

01

Postmark  
Here

12/13/24

12/04/2024

## Certified Mail service provides the following benefits:

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- Return receipt service, which provides a record of delivery (including the recipient's signature).

You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*.

*Receipt*, attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.

- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

■ To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

Washington, DC 20530

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)  
Return Receipt (hardcopy) \$4.10

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$2.04

Total Postage and Fees \$10.39

\$

0921

81

Postmark  
Help

Del  
12/12/24

12/04/2024

Sent To

FTC

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Washington DC

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*Receipt*; attach PS Form 3811 to your mailpiece;

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- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

■ To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Chicago, IL 60603

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$4.10  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.77

Total Postage and Fees

\$10.72

Sent To

**BMD CEO**

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

0521

31

Postmark  
Here

*Del.*  
*12/13/24*

12/04/2024

## Certified Mail service provides the following benefits:

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- Electronic verification of delivery or attempted delivery.

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- Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.

- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Des Moines IA 50316

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$2.04

Total Postage and Fees

\$10.99

State

Iowa A.S.

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

DSM IA

0521

31

Del Postmark  
Here

12/16/24

12/04/2024

## Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

### Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signed to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

North Liberty, IA 52317

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$4.10  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$2.04

Total Postage and Fees \$10.99

Sent To

*Green State CU. CEO*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

0521

81

Postmark  
Here

*12/19/2024*

12/19/2024

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**CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

North Liberty, IA 52317

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$4.10  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.77

Total Postage and Fees

\$6.62

Sent To

Gruen State

Street and Apt. No., or PO Box No.

2355 Linden Rd

City, State, ZIP+4®

North Liberty IA 52317

0521

81

Postmark  
Here

12/15/24

12/04/2024

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**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

Clinton, IA 52733

Certified Mail Fee \$4.65 0521 81

Extra Services & Fees (check box, add fee as appropriate) \$4.10

- Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$2.04

Total Postage and Fees \$10.79

Sent **CF PB**

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Clinton IA

12/04/2024

Postmark  
Here

## **Certified Mail service provides the following benefits:**

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