eo
Default Title Operations -
Recording Services
1st American Title Co
Attn: DTD - Mail Stop 3-1-8
3 1st American Way
Santa Ana CA 92707

Book 2016 Page 2066
Document 2016 2066 Type 04 008 Pages 11
Date 8/09/2016 Time 1:34:49PM
Rec Amt $57.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

berg Riddle Group, 717 N. Harwood, Suite 1600

When recorded mail to: #:10162451
First American Title
Loss Mitigation Title Services 28529.2
P.O. Box 27670
Santa Ana, CA 92799
RE: LIMKEMANN - PROPERTY REPOR

(Space Above This Line For Recording Data)

Loan No. **0500501192**
Borrower: **DEANNA L. LIMKEMANN**
Original Recorded Date: **September 30, 2009**
FHA CASE NO.: **161-2692775 703**

Data ID: **349**
Original Principal Amount: **$95,529.00**
Current Unpaid Principal Balance: **$88,731.96**
Interest Bearing Principal Balance: **$75,874.94**
Partial Claim: **$26,413.82**

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")[1]: **DEANNA L. LIMKEMANN , AN UNMARRIED WOMAN** , whose address is **1266 150TH STREET, DUNDEE, IOWA 52038**

Lender ("Lender"): **SELENE FINANCE LP, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042**

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **September 23, 2009**

Loan Number: **0500501192**

Property Address: **1266 150TH STREET, DUNDEE, IOWA 52038** ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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

Recorded in BOOK 2009 PAGE 3741 of the Official Records of the County Recorder's or Clerk's Office of DELAWARE COUNTY, IOWA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Except for the subordinate Promissory Note and Security Instrument, capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

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

1. **My Representations.** I certify, represent to Lender and agree:

   A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
   B. I live in the Property as my principal residence, and the Property has not been condemned;
   C. There has been no change in the ownership of the Property since I signed the Loan Documents;
   D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
   E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
   F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
   G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

   A. TIME IS OF THE ESSENCE under this Agreement;
   B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate and the subordinate Promissory Note and Security Instrument will not be in effect. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
   C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **August 1, 2016** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **September 1, 2016**.

   A. The new Maturity Date will be: **August 1, 2046**.
   B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **$102,288.76** (the "New Principal Balance").
   C. **$26,413.82** of the New Principal Balance will be the amount of the subordinate Promissory Note payable to the Secretary of Housing and Urban Development and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the amount of the subordinate Promissory Note shall be referred to as the "Interest Bearing Principal Balance" of the modified Loan and this amount is **$75,874.94**. Interest at the rate of **4.000%** will begin to accrue on the Interest Bearing Principal Balance as of **August 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **September 1, 2016**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	**4.000**	**08/01/16**	**$362.24**	**$222.80, may adjust periodically**	**$585.04, may adjust periodically**	**09/01/16**	**360**

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

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

F. I agree to pay in full the subordinate Promissory Note and any other amounts still owed under the Loan Documents by the earliest of : (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

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

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the subordinate Promissory Note and the Security Instrument, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
B. That this Agreement, the subordinate Promissory Note and Security Instrument shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
C. To comply, except to the extent that they are modified by this Agreement, the subordinate Promissory Note and Security Instrument, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
D. That I have been advised of the amount needed to fully fund my Escrow Account.
E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the subordinate Promissory Note and the Security Instrument, remain in full force and effect; nothing in this Agreement or the subordinate Promissory Note or the Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the subordinate Promissory Note and the Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.

Loan No: 0500501192 Data ID: 349

In Witness Whereof, the Lender and I have executed this Agreement.

Date: 7-18-16

Deanna Limkemann (Seal)
DEANNA L. LIMKEMANN —Borrower

- Individual Acknowledgment -

STATE OF IOWA §
COUNTY OF DELAWARE §

On this 18 day of July, 2016 before me, Notary Public, personally appeared
DEANNA L. LIMKEMANN
to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

[Seal]

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2.19.2017

JoAnn Heffernan
Notary Public

JoAnn Heffernan
Printed Name and Title

Loan No: 0500501192 Data ID: 349

Date: 7/22/16 Lender: SELENE FINANCE LP

By: Anne C Schroeder

Its: Anne C. Schroeder
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF Florida §
COUNTY OF Duval §

On this 22nd day of July, A.D. 20 16, before me, notary public, in and for said county, personally appeared Anne C. Schroeder, to me personally known, who being by me duly sworn (or affirmed), did say that that person is Assistant Vice President of said entity, SELENE FINANCE LP, and that said instrument was signed on behalf of the said entity by authority of its board of directors (or trustees) and the said Assistant Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

Amanda Murdock
Notary Public

Amanda Murdock
(Printed Name)

AMANDA MURDOCK
Notary Public - State of Florida
My Commission Expires Apr 26, 2017
Commission # FF 008687

Loan No: **0500501192**

LEGAL DESCRIPTION

That part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Three (33), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., described as commencing at the Northwest corner of said Section Thirty Three (33), thence South 90 degrees 00 minutes 00 seconds East (assumed bearing) on the North line of said Section Thirty Three (33), also the centerline of a public roadway, Three Thousand Three Hundred and Seventy Hundredths (3303.70) feet to the point of beginning of the hereinafter described tract of land, thence South 90 degrees 00 minutes 00 seconds East on the North line of said Section Thirty Three (33), along said centerline, Three Hundred Fifty Five and Ninety Seven Hundredths (355.97) feet, thence South 01 degrees 26 minutes 25 seconds West Two Hundred Eighty Four and Sixty Two Hundredths (284.62) feet, thence North 87 degrees 04 minutes 55 seconds West Three Hundred Forty Three and Thirty Hundredths (343.30) feet, thence North 01 degrees 16 minutes 44 seconds West Two Hundred Sixty Seven and Twelve Hundredths (267.12) feet to the point of beginning, per Plat recorded in Bk 5 Plats Page 9. Situated in Delaware County and the State of Iowa.

Tax ID: 000100330001900

Loan No. 0500501192 Data ID: 349
Borrower: DEANNA L. LIMKEMANN

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 18 day of July, 2016, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Deanna Limkemann (Seal)
DEANNA L. LIMKEMANN —Borrower

Loan No. 0500501192 Data ID: 349
Borrower: DEANNA L. LIMKEMANN

ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to the Loan Modification Agreement, Modification Agreement, Modification, and any other agreements, which may modify the terms of a mortgage loan and/or riders, executed therewith (collectively referred to as "Agreement"), made on this 11th day of July, 2016, by and between the undersigned Borrower and SELENE FINANCE LP ("Lender") is incorporated into and deemed to amend and supplement the Agreement to add the following notice:

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 this Addendum to the Agreement, Borrower acknowledges that Borrower has read, understood, and agrees to its terms and recognizes that it is part of the Agreement.

Date: 7-18-16

Deanna Limkemann
DEANNA L. LIMKEMANN —Borrower

Loan No: 0500501192 · · · ·
Borrower: DEANNA L. LIMKEMANN

Data ID: 347

COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 1266 150TH STREET, DUNDEE, IOWA 52038 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: July 18 2016

Deanna Limkemann
DEANNA L. LIMKEMANN —Borrower