Recorded: 8/17/2016 at 8:09:07.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 2156

PREPARED BY: Micheal L Riddle, Middleberg Riddle Group
ADDRESS: 717 N. Harwood, Suite 1600
Dallas, TX 75201
PHONE NO.: 214-220-6300

Partial Claim Mortgage

GRANTOR: Deanna L Limkemann
GRANTEE: Secretary of Housing and Urban Development

Legal description on page: 5
Tax ID.: 000100330001900
Rec. date: ***BK:*** ***PG:*** ***INST.:***

When recorded return to:
First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

State: IOWA
County: DELAWARE
Order No.: 10345505

When recorded mail to: #:10345505
First American Title
Loss Mitigation Title Services 28529 2
P.O Box 27670
Santa Ana, CA 92799
RE LIMKEMANN - PC REC SVC

Prepared by:
Michael L. Riddle, Middleberg Riddle Group
717 N. Harwood, Suite 1600, Dallas, TX 75201
214/220-6300

Return to:
SELENE FINANCE LP
ATTENTION: CUSTOMER SERVICE
9990 RICHMOND AVE, STE 400 S, HOUSTON, TX 77042

[Space Above This Line For Recording Data]

Loan No: 0500501192 Data ID: 347
Borrower: DEANNA L. LIMKEMANN
APN 000100330001900

FHA Case No
161-2692775 703

PARTIAL CLAIM MORTGAGE

This mortgage is a purchase money mortgage as defined in the Iowa Code.

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on July 11, 2016. The Mortgagor is DEANNA L. LIMKEMANN , AN UNMARRIED WOMAN , whose address is 1266 150TH STREET, DUNDEE, IOWA 52038 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of TWENTY-SIX THOUSAND FOUR HUNDRED THIRTEEN and 82/100 Dollars (U.S. $26,413.82). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **August 1, 2046**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender, with power of sale, the following described property located in the County of DELAWARE, Iowa;
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 1266 150TH STREET, DUNDEE,
[Street] [City]
Iowa 52038 [Zip Code] ("Property Address");

Legal Description is attached and made a part hereof.

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 also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

7. **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 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall 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 sale. 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 to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including without limitation reasonable attorneys' fees and costs of title evidence.**

   If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. **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 by Applicable Law.

9. **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.

10. **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.**

Date: 7-18-16

Deanna Limkemann .....(Seal)

DEANNA L. LIMKEMANN —Borrower

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11. **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 six (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 contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Deanna Limkemann (Seal)
DEANNA L. LIMKEMANN —Borrower

[Space Below This Line For 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

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LOAN # 500501192

LEGAL DESCRIPTION

COUNTY:	**DELAWARE**
	CITY OF DUNDEE
STATE:	**IOWA**
ADDRESS:	**1266 150TH ST**
	DUNDEE IA 52038
APN/PARCEL #:	**000100330001900**

The land referred to in this Commitment is described as follows:

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.