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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SNV

**Prepared By/Return To: Fidelity Bank & Trust, Attn: Brian Daly, PO Box 384, Epworth, IA 52045 ~ 0384**

2017-2961

## DEED RESTRICTION

THE STATE OF IOWA
COUNTY OF DUBUQUE

The undersigned, AUSTIN J BREITBACH ("Owner"), is the owner of certain real property and improvements located at 2931 THUNDER ROAD, in HOPKINTON, IOWA, DELAWARE County, State of IOWA, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

1. For purposes of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date of execution of this Deed Restriction.

"Termination Date" means the next calendar day following the end of the Retention Period, on which day this Deed Restriction shall terminate and be of no further force or effect.

"Lender" means FIDELITY BANK AND TRUST, with place of business is located at: 4250 ASBURY ROAD, DUBUQUE, IA 52002.

"Bank" means The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.



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"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, or rehabilitation of the property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30%, 50% or 80%, respectively, of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The Lender is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.

3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the $7,500.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:

   i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
   ii. the Property is sold to a very low-, low-, or moderate-income household, or;
   iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.

4. Repayment of the Direct Subsidy shall be made to the Lender. Lender is required by Federal Housing Finance Agency regulations to remit any payments received to the Bank.

5. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage or Deed of Trust, currently of record. The obligation to repay the Direct Subsidy shall terminate after any foreclosure, deed-in-lieu of foreclosure, or assignment of first Mortgage or Deed of Trust to the Secretary of the U.S. Department of Housing and Urban Development (HUD).



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6. This instrument and the deed restrictions contained herein shall be deemed released and discharged on the earlier to occur of (i) the Termination Date, or (ii) the date on which the Direct Subsidy is repaid prior to the Termination Date under Sections 3, 4, or 5 hereof. The Lender named in this instrument, or its successors or assigns, shall be responsible for the completion and recording of any and all documentation necessary to effect any release or subordination of this instrument in connection with a sale or refinancing of the Property during the Retention Period. The Lender shall not be required to file a release in connection with the expiration of this Deed Restriction following the Termination Date.

7. Owner understands and agrees that this instrument shall be governed by the laws of the State of and that venue for any action to enforce the provisions of this instrument shall be in County.

**EXECUTED this** 25TH **day of** OCTOBER, 2017.

By: _____

Title: Owner Printed Name: AUSTIN J BREITBACH

By: _____

Title: Owner Printed Name:

**[Owner Acknowledgment]**

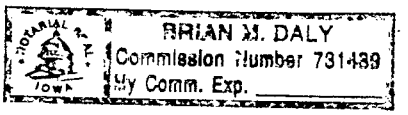
THE STATE OF IOWA
COUNTY OF DUBUQUE

This instrument was acknowledged before me on this 25TH day of OCTOBER, 2017 by AUSTIN J BREITBACH (Owner).

By: _____

Title: Notary Public, State of IOWA

Printed Name: BRIAN M. DALY




My commission expires (m/d/yyyy): 11/15/2019

**Exhibit A**

**(Legal description subject property)**

Parcel 2017-51 Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2017, Page 1948, subject to highway and easements of record. (29), Township Eighty-Eight North (T88N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2017, Page 1948, subject to highway and easements of record.



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