Recorded: 3/26/2020 at 1:31:22.0 PM
County Recording Fee: $52.00
Iowa E-Filing Fee: $3.00
Combined Fee: $55.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 826

**After recording please return to:**
**ServiceLink**
[Name]
**Attn: Loan Modification Solutions**
[Attention]
**3220 El Camino Real**
[Street Address]
**Irvine, CA 92602**
[City, State Zip Code]

**This instrument was prepared by:**
Troy Mendoza
[Name of Individual]
**Selene Finance LP**

[Company Name]
**9990 Richmond Ave, STE 400 S**

[Street Address]
**Houston, TX 77042**

[City, State Zip Code]
**877-768-3759**

[Phone Number]

*[Space Above This Line For Recording Data]*

Investor Loan # **0203258003**
19122047O_sd

**FHA/VA Case No.: 1612692775703**
**21974**

# HOME AFFORDABLE MODIFICATION AGREEMENT

Dated: **March 6, 2020**
Name of Grantor(s) (also referred to as Borrower): **DEANNA L. LIMKEMANN SUCCESSOR IN INTEREST TO KEVIN M. LIMKEMANN AND DEANNA L. LIMKEMANN, HUSBAND AND WIFE, AS JOINT TENANTS *DIVORCE**
Address of Grantor(s): **1266 150TH ST, DUNDEE, IA 52038**
Name of Grantee (also referred to as Lender): **SELENE FINANCE LP**
Address of Grantee: **9990 RICHMOND AVE, STE 400 S, HOUSTON, TX 77042**
Legal Description of Property: **See page 2.**





Borrower ("I")[1] : **DEANNA L. LIMKEMANN SUCCESSOR IN INTEREST TO KEVIN M. LIMKEMANN AND DEANNA L. LIMKEMANN, HUSBAND AND WIFE, AS JOINT TENANTS *DIVORCE**
Lender or Servicer ("Lender"): **SELENE FINANCE LP**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **September 23, 2009**
Loan Number: **500501192**
Property Address *[and Legal Description if recordation is necessary]* ("Property"): **1266 150TH STREET, DUNDEE, IA 52038**
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Original security instrument in the amount of **$95,529.00** and recorded on **September 30, 2009** in Book, Volume, or Liber No. **2009**, at Page **3741** (or as Instrument No. **2009-3741**) , in the Office of the County Clerk or Register of **DELAWARE** County, State of Iowa.

If my representations and covenants 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 Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return 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 and Covenants.** I certify, represent to Lender, covenant and agree:

   A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, 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. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
   C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
   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 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

[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.

G. I have made or will make all payments required under a trial period.

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

A. 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 or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, 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 and covenants 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 **April 1, 2020** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **May 1, 2020.**

A. The Maturity Date will be: **April 1, 2050.**

B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan.The new principal balance of my Note will be **$74,813.83** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of **4.000%** will begin to accrue on the New Principal Balance as of **April 1, 2020** and the first new monthly payment on the New Principal Balance will be due on **May 1, 2020.** My payment schedule for the modified Loan is as follows:

| Years | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Estimated Monthly Escrow Payment Amount* | Total Monthly Payment* | Payment Begins On | Number of Monthly Payments |
|---|---|---|---|---|---|---|---|
| **1 - 30** | **4.000%** | **04/01/2020** | **$357.17** | **$224.40**, may adjust periodically | **$581.57**, may adjust periodically | **05/01/2020** | **360** |

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

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, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

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.

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, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

C. To comply, except to the extent that they are modified by this Agreement, 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 this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement 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 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, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.

L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS 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 the mortgage loan.

M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

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

Deanna Limkemann 3-19-2020
**DEANNA L. LIMKEMANN** (Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

**ACKNOWLEDGMENT**

State of Iowa §
County of Delaware §

This instrument was acknowledged before me on March 19, 2020 by **DEANNA L. LIMKEMANN.**

Jennifer Ann Monk
Signature of Person Taking Acknowledgment

Jennifer Ann Monk
Printed Name

Director, Community Savings Bank
Title or Rank

Serial Number, if any: _____

(Seal)

My Commission Expires: March 29, 2021

NOTARIAL SEAL IOWA
JENNIFER ANN MONK
Commission Number 809760
My Commission Expires
March 29, 2021

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
**SELENE FINANCE LP**

By: _____ 3/24/2020
Tonya Higginbotham -Lender Date of Lender's Signature
Assistant Vice President

**ACKNOWLEDGMENT**

State of Florida §
§
County of Duval §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th of March 2020 by Tonya Higginbotham, Assistant Vice President of **SELENE FINANCE LP**, a **Delaware** limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced N/A as identification.

WILLETTE RICKS
Notary Public - State of Florida
Commission # GG 085992
My Comm. Expires Mar 22, 2021
Bonded through National Notary Assn.

Signature of Person Taking Acknowledgment

Willette Ricks
Name Typed, Printed or Stamped

Notary
Title or Rank

Serial Number, if any: GG085992

(Seal)

My Commission Expires: 3/22/2021

**EXHIBIT A**

**BORROWER(S): DEANNA L. LIMKEMANN SUCCESSOR IN INTEREST TO KEVIN M. LIMKEMANN AND DEANNA L. LIMKEMANN, HUSBAND AND WIFE, AS JOINT TENANTS *DIVORCE**

**LOAN NUMBER: 500501192**

**LEGAL DESCRIPTION:**

**STATE OF IOWA, COUNTY OF DELAWARE, AND DESCRIBED AS FOLLOWS:**

**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.**

**Parcel ID Number: 100330001900**
**ALSO KNOWN AS: 1266 150TH STREET, DUNDEE, IA 52038**

Loan No. **500501192**
Borrowers ("Borrower"): **DEANNA L. LIMKEMANN SUCCESSOR IN INTEREST TO KEVIN M. LIMKEMANN AND DEANNA L. LIMKEMANN, HUSBAND AND WIFE, AS JOINT TENANTS *DIVORCE**

# LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this **6th** day of, **March, 2020**, 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. 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.

2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

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

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower



