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LISA SMITH, COUNTY RECORDER
MADISON IOWA

SPECIAL WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 105
Recorder's Cover Sheet

35,801.00

Preparer Information:

Thomas O. Moens, Attorney at Law, Moens Law Offices, Chartered, 1523 52nd Avenue,
Moline, IL 61265, Phone: (309) 736-3117

Taxpayer Information:

Terra Kay Wetzel, 440 2nd Street, Truro, Iowa 50257

Return Document To:

Moens Law Offices, Chartered, 1523 52nd Avenue, Moline, IL 61265

HUD Case #161-210776

Grantors:

The Secretary of Housing and Urban Development

Grantees:

Terra Kay Wetzel

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Not applicable

SPECIAL WARRANTY DEED

HUD Case #161-210776

For the consideration of Ten Dollars and other valuable consideration, The Secretary of Housing and Urban Development of Washington, DC does hereby Convey to Terra Kay Wetzel, a married person, the following described real estate in Madison County, Iowa:

See Attached

Parcel Number: 890000700160000

Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. §1701, et seq.), and the Department of Housing and Urban Development Act 42 U.S.C. §3531).

This Special Warranty Deed is subject to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record and is subject to any state of facts an accurate survey would show.

Grantor does Hereby Covenant with Grantees and successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under it, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This Special Warranty Deed is not effective until 3.20.08.

In witness whereof, the undersigned has set his/her hand as a principal and/or officer of Best Assets, Inc., Management and Marketing contractor for the United States Department of Housing and Urban Development, for and on behalf of The Secretary of Housing and Urban Development, under the redelegation of authority published as 70 Fed. Reg. 43,171 (July 26, 2005).

Dated: 3-19-08

The Secretary of Housing and Urban Development, of Washington, DC,

By: [Signature]

Jose Escobedo (Type or print name)

Marketing/Closing Manager (Type or print title)

State of Minnesota)
County of Hennepin) ss.

This instrument was acknowledged before me on March 19, 2008, by Jose Escobedo, as Marketing/Closing for and on behalf of The Secretary of Housing and Urban Development of Washington, DC.

[Signature] Notary Public 1-31-2011



This transaction is exempt from Real Estate Transfer Tax pursuant to Exemption Number 6.

Addendum

A tract of land described as commencing at a point 259.3 feet North of the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fifteen (15) in Township Seventy-four North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa, and running thence West parallel with the South line of said 40 acre tract 278.9 feet, thence North 134 feet, thence East parallel with said South line 278.9 feet, thence South 134 feet to the place of beginning; situated in the County of Madison, State of Iowa.

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REHABILITATION LOAN RIDER

FHA Case No. 161-2324125 702

THIS REHABILITATION LOAN RIDER is made this 18TH day of MARCH, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to WELLS FARGO BANK, N.A.

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 440 2ND ST, TRURO, IA 50257

[Property Address]

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

- A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated _____, between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Endorsement Underwriter. *March 20, 2008. E W*
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the Lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All

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FHA Multistate Rehabilitation Loan Rider - 10/95

-588U (9705)

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Initials: EW

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sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the Security Instrument and be due and payable on demand with interest as set out in the Note.

- C. If Borrower fails to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of Lender, be in default.
- D. The Property covered by this Security Instrument shall include all of Borrower's interest in funds held by Lender in escrow under the Rehabilitation Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rehabilitation Loan Rider.

_____ (Seal)	<u>Terra Kay Wetzel</u> (Seal)
-Borrower	TERRA KAY WETZEL -Borrower
_____ (Seal)	<u>Cheri A. Wetzel</u> (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower