

Recorded: 10/31/2024 at 8:02:08.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2736

After Recording Return To:
Outamation, Inc.
3940 CORAL RIDGE DR
CORAL SPRINGS, FL 33065
954-688-6445

This Document Prepared By:
Antonia Coats
Outamation, Inc.
3940 CORAL RIDGE DR
CORAL SPRINGS, FL 33065
800-274-6600

Parcel ID Number: 490000106000

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Loan No: 0052898376
FHA Case No.: 203703161-3970812

PAYMENT SUPPLEMENT MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **September 19, 2024**. The Mortgagor is **SCOT MOENCK and AUDREY MOENCK**, whose address is **PO BOX 304, DELHI, IA 52223** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street, SW, Washington, DC 20410** ("HUD"). Borrower is obligated to repay HUD an amount equal to the sum of all advances, including future advances made on Borrower's behalf, up to the principal sum of **SEVENTEEN THOUSAND FOUR HUNDRED FIFTY THREE AND 27/100 Dollars (U.S. \$17,453.27)**, under the terms of Borrower's Payment Supplement Note dated the same date as this Payment Supplement Security Instrument (hereinafter "Note" or "Payment Supplement Note"), which provides for the full debt, if not required to be paid earlier, is due and payable upon maturity or termination of the Borrower's Note, consistent with the terms of the Payment Supplement Agreement and Payment Supplement Note. This Security Instrument secures to HUD: (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 HUD, with power of sale, the following described property located in the County of **DELAWARE**, State of **IOWA**:

See Legal Description on Page 2.



Iowa Partial Claim Mortgage
8338 05/24

LOT ONE (1) AND THE EAST ONE-HALF (E 1/2) OF LOT TWO (2), BLOCK FIFTEEN (15), HOBBS ADDITION TO DELHI, IOWA, ACCORDING TO PLAT RECORDED IN BOOK D L.D., PAGES 516-517 AND PLAT RECORDED IN BOOK 3 PLATS, PAGE 58. DELAWARE COUNTY, IOWA

which has the address of **800 LEXINGTON STREET, DELHI, IA 52223** ("Property Address");

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 shall also 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 seized of the estate hereby conveyed and has the right to 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 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.

Borrower and HUD covenant and agree as follows:

UNIFORM COVENANTS

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note when due.

2. Borrower Not Released; Forbearance By HUD Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by HUD to Borrower, or any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successor in interest. HUD 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 HUD in exercising any right or remedy under the Note, Payment Supplement Agreement, or this Security Instrument 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 Borrower and any successors and assigns. Borrower may not assign this Security Instrument to another person or entity without HUD's prior written approval. To the extent there is more than one Borrower, each Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not required by HUD to 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 HUD and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument, the Payment Supplement Agreement, or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by



Iowa Partial Claim Mortgage
8338 05/24

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 HUD. Any notice to HUD shall be given by first class mail to:

Department of Housing and Urban Development,
National Servicing Center,
Attention: Payment Supplement,
301 NW 6th Street, Suite 200, Oklahoma City, OK 73102

or any address HUD designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or HUD 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. If 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, the Payment Supplement Agreement, or the Note that can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument, Payment Supplement Agreement, 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.

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

7. Acceleration; Remedies. HUD shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 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 foreclosure. If the default is not cured on or before the date specified in the notice, HUD 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. HUD shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If HUD requires immediate payment in full under Paragraph 4 of the Note, HUD 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 HUD of any rights otherwise available to HUD under this paragraph or applicable law.

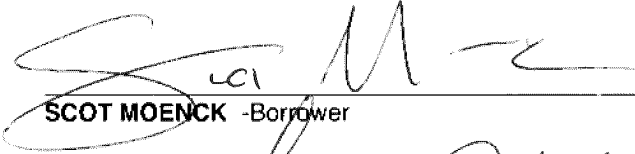
8. Release. Upon payment of all sums secured by this Security Instrument, HUD shall release this Security Instrument.

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.

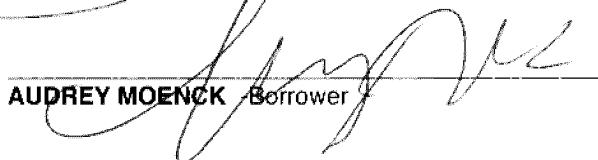


Iowa Partial Claim Mortgage
8338 05/24

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 THE MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THE MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.


SCOT MOENCK -Borrower

Date: 10/21/24


AUDREY MOENCK -Borrower

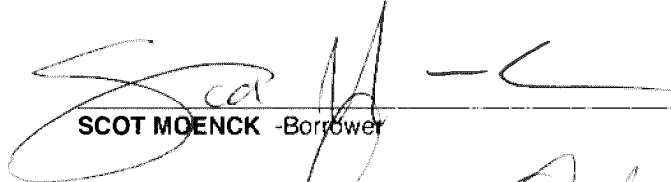
Date: 10-21-24

11. **Redemption Period.** If the Property is less than 10 acres in size and HUD waives in any foreclosure proceeding any right to a deficiency judgement against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and HUD waives any right to a deficiency judgement against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this Section 11 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

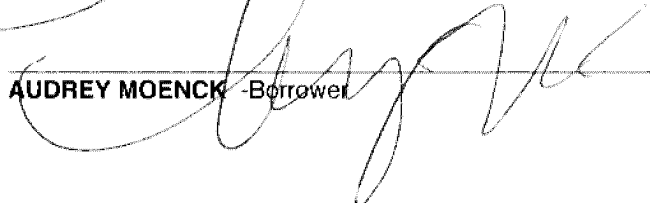
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT

12. **Bankruptcy Discharge.** If Borrower, subsequent to **September 19, 2024**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, HUD will not attempt to re-establish any personal liability for the underlying debt.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


SCOT MOENCK -Borrower

Date: 10/21/24


AUDREY MOENCK -Borrower

Date: 10-21-24



[Space Below This Line For Acknowledgments]

State of Iowa

County of Delaware

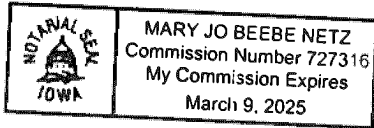
This instrument was acknowledged before me, a Notary Public on

October 21, 2024 by **SCOT MOENCK and AUDREY MOENCK.**

Mary Jo Beebe Netz
Signature of Notarial Officer

Notary Public
Title and Rank

My commission expires : 3/9/2025



Iowa Partial Claim Mortgage
8338 05/24