

BK: 2024 PG: 1791
Recorded: 7/29/2024 at 8:45:32.0 AM
Pages 8
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$45.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Recording Requested By/Return To:
**MELISSA BEITLER, ASSISTANT
VICE PRESIDENT - MODIFICATION
FULFILLMENT
U.S. BANK FULFILLMENT
SERVICES
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071**

This Instrument Prepared By:

**MELISSA BEITLER, MORTGAGE
OPERATIONS MANAGER
U.S. BANK NATIONAL
ASSOCIATION
2800 TAMARACK ROAD
OWENSBORO, KENTUCKY 42301
800-365-7900**

TaxPayer:

**TRENTON MCNAIR
3047 CUMMING RD
VAN METER, IOWA 50261-8521**

PARTIAL CLAIM MORTGAGE

Loan Number 3300486865

Grantor(s): **TRENTON MCNAIR**

Grantee(s): **Secretary of the U.S. Department of Housing and Urban Development**

A full Legal Description is located on page 2 of the PARTIAL CLAIM MORTGAGE.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

MADISON COUNTY JULY 1, 2021 BOOK 2021 PAGE 2727

Assessor's Property Tax Parcel Account Number(s): **061012848022000 - 0**



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VICE PRESIDENT -
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800-365-7900**

Parcel Identification Number:
061012848022000 - 0

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PARTIAL CLAIM MORTGAGE

FHA Case Number 161-4086232

Property Address: 3047 CUMMING RD, VAN METER, IOWA 50261-0000

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is TRENTON MCNAIR, whose address is 3047 CUMMING RD, VAN METER, IOWA 50261-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower

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Version 06_28_2024_10_40_07

(page 1 of 7)



Loan Number 3300486865

owes Lender the principal sum of FIVE THOUSAND EIGHT HUNDRED FOUR AND 64/100THS Dollars (U.S. \$5,804.64).

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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 01, 2051.

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 does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in MADISON County, IOWA:

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ? NW ?) OF SECTION 28, TOWNSHIP 77 NORTH, RANGE 26, WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING .803 ACRES, AS SHOWN IN PLAT OF SURVEY FILED SEPTEMBER 18, 1987, IN FARM PLAT BOOK 2, PAGE 82 IN THE RECORDS OF THE RECORDER OF MADISON COUNTY, IOWA. PARCEL ID: 061012848022000 - 0

Tax Parcel No.:

061012848022000 - 0

which has the address of 3047 CUMMING RD, VAN METER, IOWA 50261-0000 ("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 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.

Borrower and Lender 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.

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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., 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.

NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

7. Remedies.

(a) Notice of Default. Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property; and (iv) Borrower's right to deny in the foreclosure proceeding the existence of a default or to assert any other defense of Borrower to foreclosure.

(b) Foreclosure; Expenses. If the default is not cured on or before the date specified in the notice, Lender 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 or in



accordance with paragraph 7(c) and 7(d). Lender will be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to: (i) reasonable attorneys' fees and costs; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Nonjudicial Foreclosure. Lender may (and is hereby authorized and empowered to) foreclose this Security Instrument in accordance with applicable law. Sections 26(a) and 26(b) will not be construed to limit or otherwise affect Lender's right to elect foreclosure by nonjudicial procedures as set forth in chapters 654 and 655A of the Iowa Code.

(d) Secretary's Remedies. Notwithstanding the foregoing paragraphs (a)-(c), 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 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

8. Release. Upon payment in full of all sums secured by this Security Instrument, Lender will 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 under 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 SECURITY INSTRUMENT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS SECURITY INSTRUMENT.



Date: 7, 22, 24

Borrower - **TRENTON MCNAIR**

11. Redemption Period. It is agreed that if this Security Instrument covers less than 10 acres of land, and in the event of the foreclosure of this Security Instrument and sale of the Property by



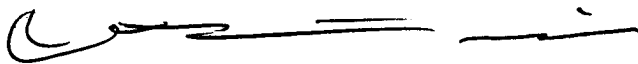
sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six months, or reduced to three months if the Property is not used for an agricultural purpose as defined in Iowa Code section 535.13, provided the Lender in such action files an election to waive any deficiency judgment against Borrower which may arise out of the foreclosure proceedings; all to be consistent with the provisions of chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two months after sale such right of redemption will be exclusive to the Borrower, and the time periods in sections 628.5, 628.15 and 628.16 of the Iowa Code will be reduced to three months.

It is further agreed that the period of redemption after a foreclosure of this Security Instrument will be reduced to 60 days if all of the following three contingencies develop: (a) the Property is less than 10 acres in size; (b) the court finds affirmatively that the Property has been abandoned by the owners and those persons personally liable under this Security Instrument at the time of such foreclosure; and (c) Lender in such action files an election to waive any deficiency judgment against Borrower or their successors in interest in such action. If the redemption period is so reduced, Borrower or their successors in interest or the owner will have the exclusive right to redeem for the first 30 days after such sale, and the time periods provided for redemption by creditors as provided in sections 628.5, 628.15 and 628.16 of the Iowa Code will be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Borrower will be a presumption that the Property is not abandoned. Any such redemption period will be consistent with all of the provisions of chapter 628 of the Iowa Code. This Section is not to be construed to limit or otherwise affect any other redemption provisions contained in chapter 628 of the Iowa Code.

It is further agreed, pursuant to Iowa Code section 654.20 as now enacted or hereafter modified, amended, or replaced, the Lender may elect to foreclose without redemption.

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

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



Date: 7, 22, 24

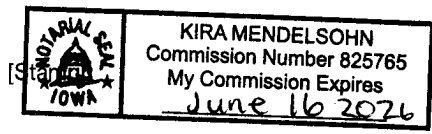
Borrower - **TRENTON MCNAIR**



State of **IOWA**
(County) of Polk
Enter County Here

This instrument was acknowledged before me on July 22, 2024,
by **TRENTON MCNAIR**.

Kira Mendelsohn
(signature of notarial officer)



Title of office: Notary Public

My Commission expires: June 16, 2026

This notarial act involved the use of communication technology.

