

BK: 2017 PG: 2631
Recorded: 8/22/2017 at 1:15:11.0 PM
Fee Amount: \$77.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Corrected Real Estate Mortgage for Iowa

Recorder's Cover Sheet

Preparer: Deb Reed, MFH Specialist, 511 W 7th Street, Atlantic, IA 50022
(712) 254-4365

Return to: Deb Reed, MFH Specialist, 511 W 7th Street, Atlantic, IA 50022
(712) 254-4365

Legal Description:

See page 2 and Exhibit B.

Borrower:

RD ESW, LLC
12289 Stratford Drive
Clive, IA 50325

Government:

US Department of Agriculture

Correcting Real Estate Mortgage
for Iowa filed Bk 2017 Pg 2560
8/16/17 Madison County, Iowa.
Corrected missing signature on
p. 13

Prepared by/return to: Deb Reed MFH Specialist 511 W. 7th St., Atlantic, IA 50022 712-254-4365
(Name) (Title) (Address) (Telephone)
Legal Description Exhibit B of this document.

USDA

Form RD 1927-1 IA

(Rev.06-05)

CORRECTED
REAL ESTATE MORTGAGE FOR IOWA

THIS MORTGAGE is made, and entered into by RD ESW, LLC

residing in Dallas County, Iowa, whose post office address is

12289 Stratford Dr., Clive, Iowa 50325,
herein called "Borrower," and the United States of America, acting through the United States Department of Agriculture,
herein called the "Government," and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory notes or assumption agreements, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
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See Exhibit A

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument, this instrument shall secure payment of the note;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. § 1472 (g) or 1490a, respectively;

And this instrument also secures future advances made to anyone herein called borrower under a note or notes covering loans made under the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 or any other statutes administered by the Government, for the total principal indebtedness of the original, future loans and advances subject to the same terms and conditions regarding the assignment of said notes of hereinabove provided, and all references in this instrument to the "note" shall be deemed to include future notes and advances;

RD 1927-1 IA (Rev. 06-05)

NOW, THEREFORE, in consideration of the loans, and as security for future loans pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 or any other statutes administered by the Government, and at all times (a) when the note is held by the Government, or in the event the Government should assign this instrument, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, and (b) to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby convey, mortgage and assign unto the Government the following property situated in the State of Iowa, County(ies) of Adair and Madison

See Exhibit B - LEGAL DESCRIPTION

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate,

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines. NOTICE: This mortgage secures credit in the amount of \$ _____. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may, (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

~~(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.~~

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing, to the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of dower and distributive share.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(21) Borrower further agrees that the loans secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as prohibited by 7 C.F.R. Part 1940.

(22) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until other address is designated in a notice so given, in the case of the Government, at 511 W. 7th St., Atlantic, IA 50022, and in the case of Borrower at the address shown in the Finance Office records (which normally will be the same as the post office address shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) I(We) understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

Exhibits A, B, C, D, E, and F are made a part of this instrument.

[SIGNATURES ON FOLLOWING PAGE]

BORROWER:

RD ESW, LLC, an Iowa limited liability company

BY: ESW I, LLC, its managing member

BY: National Affordable Housing Foundation, its sole member

BY: [Signature] 8/15/2017

Jodi Page, Board President

Date

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 15th day of August, 2017

RD ESW, LLC, an Iowa limited liability company

BY: ESW I, LLC, its managing member

BY: National Affordable Housing Foundation, its sole member

BY: [Signature]

Jodi Page, Board President

STATE OF IOWA

COUNTY OF Polk, SS:

On this 10th day of August, 2017, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jodi Page, to me personally known who, being by me duly sworn, did say that she is President of National Affordable Housing Foundation, an Iowa nonprofit corporation which is the sole member of ESW I, LLC, an Iowa limited liability company which is the managing member of RD ESW, LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company, by authority of the limited liability company, and the said President acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company.

[Signature]
Notary Public

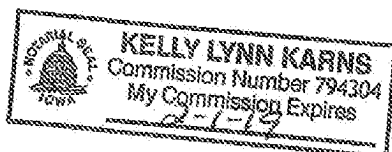


Exhibit A

Attached to Real Estate Mortgage for Iowa

RD ESW, LLC dated August 15, 2017

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Instrument</u>
1/5/1981	\$504,250.00	10.75%	1/5/2031
12/30/2005	\$282,499.51	5.375%	12/30/2035
12/19/1985	\$559,700.00	10.625%	12/19/2035
11/3/2005	\$412,977.11	5.375%	11/3/2035
8/7/1979	\$337,520.00	8.75%	8/7/2029
1/28/1986	\$304,115.30	8.75%	8/7/2029
6/9/1988	\$196,100.00	8.5%	6/9/2038
3/28/1991	\$226,500.00	8.75%	3/28/2041
8/15/2017	\$250,273.54	3.25%	8/15/2047
8/15/2017	\$324,309.56	3.25%	8/15/2047
8/15/2017	\$388,020.50	3.25%	8/15/2017

Exhibit B

LEGAL DESCRIPTION

ADAIR COUNTY:

Lot Three (3) of Lot Four (4) of Lot Two (2), except the East 45 feet thereof, in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Five (5), Township Seventy-seven (77) North, Range Thirty (30) West of the 5th P.M. Iowa, in the Town of Stuart, Adair County, Iowa.

AND

The West 122.5 feet of Lot Three (3) of Lot Two (2) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the East 45 feet of the North 209.33 feet of Lot Three (3) of Lot Four (4) of Lot Two (2) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) all in Section Five (5), Township Seventy-Seven (77) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa.

MADISON COUNTY:

Lots Twenty-four (24), Twenty-five (25) and Twenty-six (26), and all that part of Lot Twenty-seven (27) which is West of a line described as commencing at the Northeast corner of Lot Twenty-six (26), and running thence South to the South line of said Lot Twenty-seven (27), all in Northwest Development – Plat 1, to the City of Winterset, Madison County, Iowa, and

An easement property described as follows: Commencing at the Northeast corner of Lot Twenty-six (26), thence South along the Eastern boundary of Lot Twenty-six (26) to a point 50 feet South of the Southeast corner of Lot Twenty-six (26), thence East 50 feet, thence North to and along the Western boundary of Lot Twenty-eight (28) to the Northwest corner of Lot Twenty-eight (28), thence in a Westerly direction to the point of beginning, all in Northwest Development – Plat 1, to the City of Winterset, Madison County, Iowa.

MADISON COUNTY:

A parcel of land in the City of Earlham described as commencing at a point 33 feet North and 932 feet West of the Southeast corner of the Northeast Quarter (1/4) of Section One (1), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. Thence West 360 feet, thence North 00° 31' East 330 feet, thence East 360 feet, thence south 00° 31' West 330 feet to the point of beginning.

Form RD 3560-21
(02-05)

**MULTI FAMILY HOUSING
ASSUMPTION AGREEMENT**

Type of Loan: (Check one)	☐ RCH ☒ RRH ☐ LH ☐ RHS
Terms: (Check one)	☐ Same ☒ New
Case Number:	16-001-061931516
Project Number:	01-7

THIS AGREEMENT dated August 13, 2017, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties, RD ESW, LLC

(herein called Borrower), whose mailing address is 12289 STRATFORD DR., CLIVE, IA 50325

The Government is the holder of debt instrument(s) executed by NATIONAL AFFORDABLE HOUSING FOUNDATION

identified as follows:

TABLE I

Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	12-19-1985	\$559,700.00	\$323,505.33	\$665.32	\$138.91	10.6250	
Assumption Agreement	11-03-2005	\$412,977.11	\$323,505.33	\$665.32	\$138.91	5.3750	
		Totals	\$323,505.33	\$665.32	\$138.91		

And such loans are secured instrument(s) taken on property described therein which is located in MADISON

County, State of IOWA

TABLE II

Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Mortgage	12-19-1985	Madison County Recorder	144	519
Mortgage	11-03-2005	Madison County Recorder	2005	5352
Mortgage	11-03-2005	Madison County Recorder (rerecorded)	2005	6190

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of THREE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED NINE & 56/100 dollars (\$324,309.56) plus interest at the rate of THREE & ONE-FOURTH percent (3.2500 %) per annum, payable in installments as follows:

- ☒ a. \$ 1,095.02 on 10/1, 2017, and
\$ 1,095.02 thereafter on the FIRST of each MONTH

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before 08-13-2047

- ☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ _____ will be due and payable on _____, 20____. Thereafter, regular installments, each in the amount of \$ _____ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before _____.

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, excepts as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table 11 was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

By Debra C. Reed
Debra C. Reed, Acting Housing Program Director
Rural Development

210 Walnut, Rm 873
(Office Address)
Des Moines, IA 50309

RD ESW, LLC
(Borrower)

By: ESW I, LLC, its managing member

By: National Affordable Housing Foundation,
its sole member

By: Jodi Page, Board President

Form RD 3560-21
(02-05)

**MULTI FAMILY HOUSING
ASSUMPTION AGREEMENT**

Type of Loan: (Check one)	☐ RCH	☒ RRRH	☐ LH	☐ RHS
Terms: (Check one)	☐ Same ☒ New			
Case Number:	16-001-061931516			
Project Number:	01-7			

THIS AGREEMENT dated August 14, 2017, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties,
RD ESW, LLC

(herein called Borrower), whose mailing address is 12289 STRATFORD DR., CLIVE, IA 50325

The Government is the holder of debt instrument(s) executed by NATIONAL AFFORDABLE HOUSING FOUNDATION

identified as follows:

TABLE I

Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	01-05-1981	\$504,250.00	\$250,086.05	\$187.49	\$0.00	10.7500	
Assumption Agreement	12-30-2005	\$282,499.51	\$250,086.05	\$187.49	\$0.00	5.3750	
		Totals	\$250,086.05	\$187.49	\$0.00		

And such loans are secured instrument(s) taken on property described therein which is located in MADISON

County, State of IOWA

TABLE II

Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Mortgage	01-05-1981	Madison County Recorder	133	797
Mortgage	12-30-2005	Madison County Recorder	2005	6199

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of TWO HUNDRED FIFTY THOUSAND TWO HUNDRED SEVENTY-THREE & 54/100 ----- dollars (\$250,273.54) plus interest at the rate of THREE & ONE-FOURTH percent (3.2500 %) per annum, payable in installments as follows:

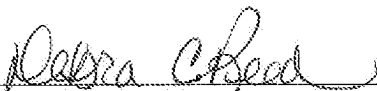
- ☒ a. \$ 845.04 on 10/1, 2017, and
\$ 845.04 thereafter on the FIRST of each MONTH

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before 08-15-2047

- ☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ _____ will be due and payable on _____, 20____. Thereafter, regular installments, each in the amount of \$ _____ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before _____.

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, excepts as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table 11 was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

By



Debra C. Reed
*Acting Housing Program Director
Rural Development*

210 Walnut, Rm 873
(Office Address)
Des Moines, IA 50309

RD ESW, LLC

(Borrower)

By: ESW I, LLC, its managing member

By: National Affordable Housing Foundation

By:

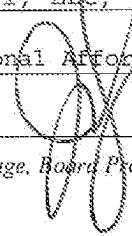

Jodi Page, Board President

Exhibit E to Real Estate Mortgage
dated August 15, 2017

Beacam Apts

Form RD 3560-21
(02-05)

**MULTI FAMILY HOUSING
ASSUMPTION AGREEMENT**

Type of Loan: (Check one)	☐ RCH ☒ RRH ☐ LH ☐ RHS
Terms: (Check one)	☐ Same ☒ New
Case Number:	16-001-061931516
Project Number:	01-7

THIS AGREEMENT dated August 15, 2017, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties, RD ESW, LLC

(herein called Borrower), whose mailing address is 12289 STRATFORD DR., CLIVE, IA 50325

The Government is the holder of debt instrument(s) executed by BEACAM APARTMENTS, LTD., LP

identified as follows:

TABLE I

Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	08-07-1979	\$337,520.00	\$15,095.91	\$0.00	\$0.00	8.7500	
Assumption Agrmt	01-28-1986	\$304,115.30	\$15,095.91	\$0.00	\$0.00	8.7500	
Promissory Note	06-09-1988	\$197,072.33	\$201,805.57	\$0.00	\$0.00	8.5000	
Promissory Note	03-28-1991	\$226,610.10	\$171,091.86	\$27.16	\$0.00	8.7500	
		Totals	\$387,993.34	\$27.16	\$0.00		

And such loans are secured instrument(s) taken on property described therein which is located in ADAIR

County, State of IOWA

TABLE II

Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Mortgage	08-07-1979	Adair County Recorder	234	246
Mortgage	06-09-1988	Adair County Recorder	278	109
Mortgage	03-28-1991	Adair County Recorder	304	302

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of THREE HUNDRED EIGHTY-EIGHT THOUSAND TWENTY & 50/100 ----- dollars (\$388,020.50) plus interest at the rate of THREE & ONE-FOURTH percent (3.2500 %) per annum, payable in installments as follows:

☒ a. \$ 1,310.14 on 10/1, 2017, and
\$ 1,310.14 thereafter on the FIRST of each MONTH

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before 08-15-2047

☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ _____ will be due and payable on _____, 20____. Thereafter, regular installments, each in the amount of \$ _____ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before _____.

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table 11 was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

By Debra C. Reed

Debra C. Reed
Acting Housing Program Director
Rural Development

210 Walnut, Rm 873
(Office Address)
Des Moines, IA 50309

RD ESW, LLC

(Borrowers)

By: ESW I, LLC, its managing member

By: National Affordable Housing Foundation,
its sole member

By:

Jodi Page, Board President

**Exhibit F to Real Estate Mortgage for Iowa
for RD ESW, LLC
Dated August 15, 2017**

Restrictive Use Provisions

- (A) RD ESW, LLC, and any successors in interest, agree to use the property described herein or in Exhibit B in compliance with 42 U.S.C. 1485 [Section 515], and applicable regulations and the subsequent amendments, for the purpose of housing very low, low, and moderate income households.
- (B) The period of the restriction will be thirty (30) years.
- (C) When required by § 3560.658(a)(1) or (a)(2), RD ESW, LLC, and any successors in interest agree that at the end of the expiration of the period described in paragraph (B) of this section, the property will be offered for sale to a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.
- (D) The Agency and eligible tenants or applicants may enforce these restrictions.
- (E) RD ESW, LLC and any successors in interest also agree to:
1. To set rents, other charges, and conditions of occupancy in a manner to meet these restrictions;
 2. To post an Agency approved notice of this restriction for the tenants of the property;
 3. To adhere to applicable local, state, and Federal laws; and
 4. To obtain Agency concurrence for any rental procedures that deviate from those approved at the time prepayment, prior to implementation.
- (F) RD ESW, LLC, and any successors in interest will be released from these obligations before the termination period in paragraph (B) of this section only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the borrower.

RD ESW, LLC, an Iowa limited liability company

August 15, 2017

Date

By: ESW I, LLC, its managing member

By: National Affordable Housing Foundation, its sole member

By: Jodi Page, Board President