

State of Nebraska)  
County of Seward )<sup>ss</sup>

Filed for record on May 6, 2014 at  
9:51 am and recorded as Instrument  
Number 201400955.

*Sherry Schweitzer*  
Sherry Schweitzer, County Clerk  
Fee:\$22.00  
3 page document

\_\_\_\_\_Space above this line for County Recorder use only\_\_\_\_\_

**AFFIDAVIT OF CORRECTION**

**BORROWER(S): DAVID H CUNNINGHAM, A MARRIED PERSON**

I, Jennifer Totman, hereby swear or affirm that I am Vice President Loan Documentation, and that in the regular performance of my job functions, I am familiar with the business records maintained by Wells Fargo Bank, N.A. for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo Bank, N.A.. It is the regular practice of Wells Fargo Bank, N.A.'s mortgage servicing business to make these records. In connection with making this affidavit, I have acquired knowledge of the matters stated herein by examining these business records.

I further state that a certain document which was titled as Deed of Trust ("document"), recorded on **02/04/2014** (date) as Document Number **201400285** and/or in Book/Liber **N/A**, Page **N/A** and was recorded in **Seward County, State of Nebraska**, contained the following error(s) (if more space is needed, please attach addendum):

**The Form E-1 FHA and HUD Tax-Exempt Financing Rider was not attached to the Deed of Trust.**

I make this Affidavit for the purpose of correcting the above document as follows (if more space is needed please attach addendum):

**The Form E-1 FHA and HUD Tax-Exempt Financing Rider is hereby attached to and made part of the Deed of Trust.**

The original document  is  is not attached to this Affidavit (if a copy of the original document is not attached, please see the attached "EXHIBIT A" and names of grantors and grantees).

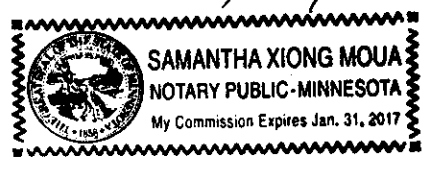
*Jennifer Totman*  
NAME: Jennifer Totman  
TITLE: Vice President Loan Documentation, Wells Fargo Bank, N.A.  
DATE: 4-23-14

Subscribed and sworn to (or affirmed) before me this 23<sup>rd</sup> day of April, 2014.

State of Minnesota )  
 ) ss.  
County of Dakota )

*Samantha Xiong Moua*  
Notary Public: Samantha Xiong Moua  
My Commission Expires: 1/31/2017

Prepared by, and when recorded, return to:  
Wells Fargo Home Mortgage  
Attn: Jill Pokorney  
MAC: X9998-01L  
2701 Wells Fargo Way  
Minneapolis, MN 55467



*Jill Pokorney*  
NAME: Jill Pokorney

**THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.**  
Names of persons signing in any capacity must be typed or printed below their signature.

CONVENTIONAL AND USDA RURAL DEVELOPMENT  
TAX-EXEMPT FINANCING RIDER

The following addenda to the Mortgage shall be incorporated into, and recorded with, the Mortgage. The term "Mortgage" shall be deemed to include "Deed of Trust," if applicable.

THIS TAX-EXEMPT FINANCING RIDER is made the date set forth below 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

HOMESERVICES LENDING, LLC

("Lender") of the same date and covering the property described in the Security Instrument and located at the property and address described as follows:

Address: 305 4TH STREET MILFORD, NE 68405-0000

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 18 of the Uniform Mortgage Form, entitled "Transfer of the Property as a Beneficial Interest in Borrower," by adding additional grounds for acceleration as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee:
  - (i) Who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
  - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
  - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for Residences in targeted areas), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
  - (iv) Who has gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider, or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.


References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the Security Instrument and are deemed to include the implementing regulations. If the Security Instrument is not financed in whole or in part with proceeds of bonds issued by the Nebraska Investment Finance Authority, this Tax-Exempt Financing Rider shall be null and void and of no force and effect.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing

Rider.

  
Borrower DAVID CUNNINGHAM

2-3-14  
Date

Borrower  
  
Non-Purchasing Spouse  
TAWNI CUNNINGHAM

Date  
2-3-14  
Date

**EXHIBIT A**

**Legal Description**

LOT 3, EXCEPT THE EAST 45 FEET THEREOF, AND ALL OF LOT 4, BLOCK 'L',  
DAVISON AND CULVER'S ADDITION TO THE CITY OF MILFORD, SEWARD COUNTY,  
NEBRASKA.

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