

After Recording Return To:

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DEED OF TRUST

DEFINITIONS

Terms used throughout this document are defined below. Certain rules regarding the usage of terms applied in this document are as follows:

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- (A) **"Security Instrument"** refers to this Deed of Trust for the State of West Virginia, dated the ____ day of _____, _____, together with all Riders to this document.
- (B) **"Borrower"** is _____. Borrower is the trustor under this Security Instrument. Borrower's mailing address is: _____.
- (C) **"Lender"** is _____, with an address at _____ [insert address of Lender]. Lender is a _____, organized and existing under the laws of _____. Lender is the beneficiary under this Security Instrument.
- (D) **"Trustee"** is _____. Trustee's mailing address is: _____.
- (E) **"Note"** refers to the promissory note signed by Borrower and dated the ____ day of _____, _____. The Note states that Borrower owes Lender _____ dollars (US \$_____) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than the ____ day of _____.
- (F) **"Property"** refers to the property that is described below under the heading "Transfer of Rights in the Property".
- (G) **"Loan"** refers to the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) **"Riders"** refers to all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check boxes as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify]: |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

- (I) **"Applicable Law"** refers to all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders that have the effect of law, as well as all applicable final, non-appealable judicial opinions.
- (J) **"Community Association Dues, Fees, and Assessments"** refers to all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
- (K) **"Electronic Funds Transfer"** refers to any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Said funds include, but are not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) **"Escrow Items"** refers to those items that are described in Section 2.
- (M) **"Miscellaneous Proceeds"** refers to any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (a) damage to, or destruction of, the Property; (b) condemnation or other taking of all or any part of the Property; (c) conveyance in lieu of condemnation; or (d) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) **"Mortgage Insurance"** refers to insurance protecting Lender against the nonpayment of, or default on, the loan.
- (O) **"Periodic Payment"** refers to the regularly scheduled amount due for principal and interest under the Note, plus any amounts under Section 2 of this Security Instrument.
- (P) **"RESPA"** refers to the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) **"Successor in Interest of Borrower"** refers to any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument is made this ____ day of _____, _____, among Borrower, _____ [insert name of Borrower(s)], Trustee, _____ [insert name of Trustee(s)], and Lender, _____ [insert name of Lender(s)].

This Security Instrument secures to Lender: (a) the repayment of the Loan and all renewals, extensions, and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of _____:

[insert description of the property]

which is currently located at _____ [street], _____ [city], West Virginia, _____ [zip code] (hereinafter referred to as the "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), and all replacements and additions, all of which shall be deemed to be and remain a part of the property covered by the Security Instrument, and all of the foregoing, together with the Property (or the leasehold estate if this Security Investment is on a leasehold) are hereinafter referred to as the "Property".

IN TRUST FOREVER to secure the payment of the Note, which is payable to the order of Lender, the beneficial owner of said Note, at its principal office at the top of this Security Instrument, the residence of said beneficial owner, and to secure also any and all extensions, modifications, and renewals of said Note, or any part thereof, however changed in form, manner, or amount, and all other indebtedness of Borrower to Lender or Trustee hereunder.

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 a Mortgage or Deed of Trust, dated the _____ day of _____, _____, and recorded at Book _____, Page _____, on _____, _____, _____, as Instrument No. _____, of the Official Records of _____ County, State of West Virginia (hereinafter referred to as "Senior Mortgage"), and other encumbrances of record. Borrower covenants that Borrower will warrant and 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.

UNIFORM COVENANTS – Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Borrower shall promptly pay in US Currency, when due, the principal and interest indebtedness evidenced by the Note and any prepayment and late charges as provided in the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 2. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in any of the following forms, as chosen by Lender: (a) cash; (b) money order; (c) Electronic Funds Transfer; or (d) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity.

Payments are considered received by Lender when received at the location designated in the Note, or at such other location as designated by Lender, in accordance with the notice provisions detailed in Section 15. Lender may return all or part of a payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any amount of payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within what Lender deems a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower may have, now or in the future, against Lender shall relieve Borrower from making payments due as provided by the Note and this Security Instrument, or performing the covenants and agreements secured by this Security Instrument.

THIS IS A 16-PAGE DOCUMENT.