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FORSYTH COUNTY NC FEE \$64.00
 PRESENTED & RECORDED
 12/01/2022 02:39:19 PM
 LYNNE JOHNSON
 REGISTER OF DEEDS
 BY: CARLA B FLEMING, DPTY
 BK: RE 3730
 PG: 3998 - 4002

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Investor Case No. 387-3813590

220614399

LOAN NO.: 8-21461064

196445

NORTH CAROLINA DEED OF TRUST

After recording please return to:
SERVICELINK
ATTN: LOAN MODIFICATION SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602

This document prepared by:
PENNYMAC LOAN SERVICES, LLC
JAY BOTELLO
6101 CONDOR DRIVE, SUITE 200
MOORPARK, CA 93021

Parcel ID Number: 6866-26-1705

THIS DEED OF TRUST ("Security Instrument") is given on **October 28, 2022**. The Borrower is **CODY ALLEN WARE AND MAKENZIE BRANCH WARE**

Whose address is **2436 PISGAH CHURCH ROAD, KERNERSVILLE, NC 27284**

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Trustee is **Brock & Scott**.

Borrower owes Lender the principal sum of **Four Thousand Two Hundred Twenty Six and 60/100ths** Dollars (U.S. **\$4,226.60**). 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 **October 1, 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 **FORSYTH** County, North Carolina:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of **2436 PISGAH CHURCH ROAD, KERNERSVILLE, NC 27284**, ("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 or 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 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, 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. Acceleration; Remedies. 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, 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 shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.



Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or 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 and sale of the Property. The notice shall further 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 sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender 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 Lender invokes the power of sale, and if it is determined in a hearing held in accordance with Applicable Law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 0.00% of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. 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. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

10. Attorneys' Fees. Attorneys' fees must be reasonable.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.



BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Cody Ware
Borrower - CODY ALLEN WARE

Date: 11 / 9 / 2022

Makie Branch Ware
Borrower - MAKENZIE BRANCH WARE

Date: 11 / 9 / 2022

ACKNOWLEDGMENT

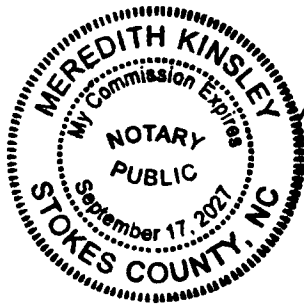
State of N.C.

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County of Forsyth

I Meredith Kinsley, Notary Public of N.C., do hereby certify that CODY ALLEN WARE AND MAKENZIE BRANCH WARE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where official seal is required by law) official seal this the 9th day of November, 2022.



Meredith Kinsley
Signature of Officer

Meredith Kinsley
Printed Name

Notary Public of N.C.
Title of Officer

(Seal)

My Commission Expires: Sept. 17, 2027

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953
Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A**BORROWER(S): CODY ALLEN WARE AND MAKENZIE BRANCH WARE****LOAN NUMBER: 8-21461064****LEGAL DESCRIPTION:****STATE OF NORTH CAROLINA, COUNTY OF FORSYTH, AND DESCRIBED AS FOLLOWS:**

BEGINNING AT AN IRON STAKE IN THE RIGHT OF WAY OF SOUTHERN RAILWAY COMPANY, 30 FEET NORTH OF THE CENTER OF SAID RAILWAY, SAID STAKE BEING THE SOUTHERNMOST CORNER OF THOMAS JOLLEY HOWARDS TRACT CONVEYED TO HIM BY DEED DATED JANUARY 23, 1952, AND RECORDED IN BOOK 647, PAGE 2; RUNNING THENCE SOUTH 61 DEGREES 54 MINUTES WEST PARALLEL TO AND SOUTH OF THE NORTHERN RIGHT OF WAY LINE OF SOUTHERN RAILWAY COMPANY, 165.5 FEET TO A STONE, SAID STONE BEING 30 FEET NORTH OF THE CENTER OF SAID RAILWAY; THENCE NORTH 04 DEGREES 22 MINUTES WEST 513.5 FEET TO AN IRON STAKE IN THE CENTER OF A PUBLIC DRIVE AND ALSO IN THE LINE OF F. K. PETTICORD ESTATE; THENCE ALONG THE CENTER OF SAID PUBLIC DRIVE, NORTH 82 DEGREES 05 MINUTES EAST 150 FEET TO AN IRON STAKE A CORNER OF THOMAS JOLLY HOWARD TRACT; THENCE WITH THE WESTERNMOST LINE OF THOMAS JOLLY HOWARD SOUTH 15 DEGREES EAST 457.8 FEET TO AN IRON STAKE THE PLACE OF BEGINNING, BEING KNOWN AND DESIGNATED AS A PORTION OF THE TRACT OF LAND DESCRIBED IN DEED FROM T. S. MORRIS ET AL TO F. K. PETTICORD, DATED DECEMBER 15, 1921, FORSYTH COUNTY REGISTRY, DEED BOOK 196, PAGE 187, AND CONTAINING 1.73 ACRES. ALSO BEING THE SAME PROPERTY AS SURVEYED AND PLATTED BY J. E. ELLERBE, C. E. ON JANUARY 11, 1952. SUBJECT TO EASEMENT AND RIGHT OF WAY OF SOUTHERN RAILWAY COMPANY ON THE SOUTHERN END AND OF PUBLIC DRIVE ON NORTHERN END. THE SUBJECT PROPERTY IS THE SAME AS THAT PROPERTY DESCRIBED IN DEED BOOK 3324, PAGE 1996, FORSYTH COUNTY REGISTRY AND IS FURTHER DESIGNATED.

Parcel ID Number: 6866-26-1705**ALSO KNOWN AS: 2436 PISGAH CHURCH ROAD, KERNERSVILLE, NC 27284**