



May 08, 2025

VIA OVERNIGHT COURIER

JORDAN JAMES NEVILLE and MALIA A NEVILLE
512 WATSON DR
MAIDSVILLE, WV 26541

Re: Loan No.: **0059985879**
Property Address: **512 WATSON DRIVE, MAIDSVILLE, WV 26541**

Dear **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

After review of your FHA Insured loan, we have determined that your mortgage qualifies for a loan modification agreement and partial claim. Enclosed please find two (2) copies of a Loan Modification Agreement and Partial Claim Document Package. Please review the Loan Modification Agreement and Partial Claim Document Package carefully and if you choose to accept this loan modification offer, please execute the documents in the presence of a notary and return to LoanCare, LLC ("LoanCare") in the enclosed envelope provided **within 15 days of receipt of this package**. Please sign your name exactly as it is printed under the signature line. If witness signatures are required, each must be from two different individuals and require their printed name under their signature.

Send the properly executed Loan Modification Agreement and Partial Claim Document Package, signed and notarized, to us at:

LoanCare, LLC
5401 N UNIVERSITY DR STE 104,
CORAL SPRINGS, FL 33067

After we receive your document package, we will review it to ensure the package is accurate and complete prior to finalizing your loan modification agreement and partial claim. If the document package does not require corrections, we will finalize your loan modification agreement and partial claim and send you a signed copy for your records. In the event the package contains errors that must be corrected before finalizing your loan modification agreement and partial claim, we will notify you once of the error(s) and send you an additional cover letter and Loan Modification Agreement and Partial Claim Document Package to execute. You will have up until **06/24/2025**, to have corrected documents returned to us. Failure to return properly executed documents by **06/24/2025** may result in the rescission of this Mortgage Assistance option, and we may refer your loan to foreclosure. Any foreclosure action that has been suspended may be resumed if you do not return properly executed documents to us by **06/24/2025**.

A lump sum payment is not required to effectuate this loan modification agreement and partial claim; however, additional sums may become due because of the timing of this letter and document package. Nothing in this letter or document package precludes collection of additional advances by LoanCare.

The Loan Modification Agreement changes the monthly principal and interest amount of your payment to **\$1,304.84**, effective **June 1, 2025**. Your interest rate is **6.750%** and the term of your loan modification agreement is **360** months. The taxes and insurance portion of the monthly payment is **\$338.34**, with a total payment of **\$1,643.18** and will be due **July 1, 2025**. Please note that the tax and insurance payment amount is subject to change upon escrow analysis.

The total amount of the partial claim is **\$67,502.50** which includes your **December 1, 2024** through **June 1, 2025** monthly payments.

By signing in the presence of a notary and returning this Loan Modification Agreement and Partial Claim Document Package to us, you are indicating that you have the ability to make the modified mortgage payment.

Customer Service: 800.274.6600 Collections 800.909.9525
Monday - Friday: 8 A.M. - 9 P.M. ET Saturday 8 A.M. - 3 P.M. ET



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If you require a mobile notary to assist with the execution of your documents, the request must be submitted within 10 days of receipt of this letter and appointment completed by the return date. If the mobile notary is not requested within that timeframe, we cannot provide one to you. However, you may still return the executed documents by the return date provided.

If your documents are not executed properly or there is another defect present, we can only reissue documents if received prior to the noted return date. In addition, if LoanCare is not in receipt of properly executed documents by **06/24/2025**, then the terms of this agreement are no longer valid, and you will have to reapply for assistance.

While we are reviewing your document package and finalizing your modification agreement, please pay the mortgage payments by the due date specified in the loan modification agreement. Payments due under the approved workout will need to be made as prescribed in the documentation provided. Payments received prior to completion of account maintenance to reflect the mortgage assistance workout will remain in suspense until system maintenance is complete and applied once complete. Failure to make the payments by the due date specified in the modification agreement may cause your loan to be delinquent and may result in foreclosure.

If you previously executed a Payment Supplement Agreement, corresponding note and subordinate lien, to bring your Federal Housing Administration (FHA)-insured mortgage current, and you are currently receiving a temporary reduction to your monthly mortgage payment, please be aware that proceeding with this workout will result in a termination of the Payment Supplement Agreement. Your new loan repayment terms will be as outlined in the attached Modification Agreement.

Please note that if any payments made prior to the effective date of the modification are returned for any reason, including due to insufficient funds, you may be deemed in default under the terms of your loan modification agreement. As a result, if the payment is not replaced, we may require that you execute, acknowledge, initial and/or deliver to us any documentation we deem necessary to correct the terms of your loan modification agreement.

If you do not accept this offer, you are not prevented from obtaining another mortgage assistance option to bring your loan current, provided your request for assistance is timely and you satisfy the applicable eligibility criteria. If you would like more information on other options that may be available to you, or you have any questions regarding this Loan Modification Agreement and Partial Claim Document Package, please call us at 800-909-9525.

Sincerely,
LoanCare, LLC
NMLS ID 2916
Enclosures

Customer Service: 800.274.6600 Collections 800.909.9525
Monday - Friday: 8 A.M. - 9 P.M. ET Saturday 8 A.M. - 3 P.M. ET



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TO THE EXTENT THE FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) AND/OR STATE DEBT COLLECTION LAWS ARE APPLICABLE, PLEASE BE ADVISED THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOU ARE CURRENTLY INVOLVED IN A BANKRUPTCY PROCEEDING OR HAVE PREVIOUSLY RECEIVED A DISCHARGE IN A BANKRUPTCY PROCEEDING, PLEASE NOTIFY US IMMEDIATELY AND BE ADVISED THAT THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. THIS NOTICE IS NOT INTENDED TO COLLECT, RECOVER, OR OFFSET THE DEBT AGAINST YOU PERSONALLY AND SHOULD NOT BE CONSIDERED A DEMAND FOR PAYMENT OR INDICATE THAT YOU ARE PERSONALLY LIABLE FOR THIS DEBT. PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS UNDER BANKRUPTCY LAW.

THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) MAY OFFER PROTECTION OR RELIEF TO SERVICE MEMBERS. IF EITHER YOU HAVE BEEN CALLED TO ACTIVE DUTY OR ACTIVE SERVICE, OR YOU ARE A SPOUSE OR DEPENDENT OF SUCH A SERVICE MEMBER, YOU MAY BE ENTITLED TO CERTAIN LEGAL PROTECTIONS AND DEBT RELIEF PURSUANT TO THE SERVICEMEMBERS CIVIL RELIEF ACT. IF YOU HAVE NOT MADE US AWARE OF YOUR STATUS, PLEASE CONTACT US IMMEDIATELY. YOU MAY ALSO CALL 1-800-342-9647 (TOLL-FREE FROM THE UNITED STATES) OR WWW.MILITARYONESOURCE.MIL/LEGAL TO FIND OUT MORE INFORMATION.

Customer Service: 800.274.6600 Collections 800.909.9525
Monday - Friday: 8 A.M. - 9 P.M. ET Saturday 8 A.M. - 3 P.M. ET



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IMPORTANT NOTICE TO CONFIRMED SUCCESSORS IN INTEREST

NOTICE TO CONFIRMED SUCCESSORS IN INTEREST: Please be advised that, unless you assume the loan under state law, you will not be liable for the mortgage debt and cannot be required to use your assets, as a confirmed successor in interest, to pay the mortgage debt, except that the lender has a security interest in the property and a right to foreclose on the property when permitted by law and authorized under the mortgage loan contract.

Please See Important State Disclosures Below

Important notice for Arkansas Residents: Within the state of Arkansas, LoanCare is licensed by the Arkansas Securities Department. You may file complaints with the Department at 1 Commerce Way, Suite 402, Little Rock, Arkansas 72202.

Important notice for California Residents: Within the state of California, LoanCare is licensed by the Department of Financial Protection and Innovation. LoanCare's Residential Mortgage Lending Act license numbers are as follows:

License Number 4130563 - 3637 Sentara Way, Virginia Beach, VA 23452

License Number 813K544 - 601 Riverside Ave, Building 5, 5th Floor, Jacksonville, FL 32204

IMPORTANT NOTICE FOR CONSUMERS IN COLORADO WE ATTEMPT TO COLLECT A DEBT FROM:

Within the state of Colorado, LoanCare maintains an office at 8690 Wolff Court, Suite 110, Westminster, CO 80031. The telephone number is 303-920-4763.

Important notice for Hawaii Residents: Within the state of Hawaii, LoanCare is licensed by the Commissioner of Financial Institutions. You may file complaints with the Commissioner at P.O. Box 2054, Honolulu, HI 96805.

Important notice for Maryland Residents: Maryland law requires LoanCare to designate a contact to whom mortgagors may direct complaints and inquiries. LoanCare has designated the Office of the Customer for that purpose. The telephone number for the Office of the Customer is 1-800-919-5631. The Office of the Customer must respond in writing to each written complaint or inquiry within 15 days if requested. LoanCare's failure to comply with any provision of Section 13-316 of the Maryland Commercial Law will result in LoanCare being liable for any economic damages caused by the violation.

Important notice for New York Residents: Within the state of New York, LoanCare is registered with the Superintendent of the New York Department of Financial Services. You may file complaints with the Department of Financial Services and may obtain further information from the Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov.

Customer Service: 1-800--274-6600 Collections: 1-800-909-9525

www.MyLoanCare.com

Monday - Friday: 8 A.M. - 9 P.M. ET Saturday 8 A.M. - 3 P.M. ET

3637 Sentara Way | Virginia Beach, VA 23452



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Important notice for New York Residents who were offered a debt payment schedule or agreement to settle debt: If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Important notice for North Carolina Residents: Within the state of North Carolina, LoanCare is licensed by the Commissioner of Banks. You may file complaints with the Commissioner at 4309 Mail Service Center, Raleigh, NC 27699.

North Carolina Department of Insurance Collection Agency Company Numbers:

NC Company Number 119505731 - 3637 Sentara Way, Virginia Beach, VA 23452

NC Company Number 119505867 - 601 Riverside Ave, Building 5, 5th Floor, Jacksonville, FL 32204

Important notice for Oregon Residents: Borrowers: The Oregon Division of Financial Regulation (DFR) oversees residential mortgage loan servicers who are responsible for servicing residential mortgage loans in connection with real property located in Oregon and persons required to have a license to service residential mortgage loans in this state. If you have questions regarding your residential mortgage loan, contact your servicer at 800-274-6600. To file a complaint about unlawful conduct by an Oregon licensee or a person required to have an Oregon license, call DFR at (888) 877-4894 or visit <http://dfr.oregon.gov>.

Important notice for those with a mortgage loan on real estate located in Texas: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.

Customer Service: 1-800--274-6600 Collections: 1-800-909-9525

www.MyLoanCare.com

Monday - Friday: 8 A.M. - 9 P.M. ET Saturday 8 A.M. - 3 P.M. ET

3637 Sentara Way | Virginia Beach, VA 23452



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Borrower and Notary Checklist

Please carry this sheet with you when you have your documents notarized. This checklist is being provided to ensure that your Mortgage Assistance documents are correctly executed. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned to you for correction and/or completion.

- All signatures and requested written information completed in **BLACK INK** only.
- Documents must be signed in the presence of a notary and dated by the borrower and notary - dates must match.
- Borrower(s) must sign their name(s) exactly as the printed line below the signature line.
- County, State and date information completed (if applicable) on Borrower's Acknowledgment for each set of documents.
- Notarization date written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's signature and title written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's stamp and/or seal placed on Borrower's Acknowledgment when notarizing each set of documents.
- Commission Expiration Date of Notary Public written in on Borrower's Acknowledgment for each set of documents.
- ****DO NOT HAVE DOCUMENTS NOTARIZED BY A FAMILY MEMBER OR A FOREIGN NOTARY****
- **Witness Signatures**

Certain states require witness(es) to your signature. If witness signatures are required on your loan documents, please verify that each witness has signed and printed/typed their name under the signature as indicated. ****BORROWERS CANNOT WITNESS THEIR OWN SIGNATURES.****

****WITNESS SIGNATURES MUST BE FROM NON-RELATED, DISINTERESTED THIRD PARTIES.****

WITNESS REQUIREMENTS BY STATE	
Connecticut South Carolina	Two witnesses required. The notary may be a witness; however, we recommend using other individuals as witnesses.
Louisiana	Two witnesses required, neither may be the notary. Notary must acknowledge all signatures.
Georgia	One witness required. The notary may NOT be a witness, another individual MUST be used as a witness.
All Other States	No witness requirement unless a witness signature line is present on the document.

NOTE: The Lender's Acknowledgment portion of the **loan documents** will be completed by the Lender and **SHOULD NOT** be notarized by your notary public.

Borrower and Notary Checklist
Proprietary W3078



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ATTENTION NOTARY

ALL dates on signature lines and
acknowledgments must **MATCH**
Please be sure to SIGN and PRINT your name
exactly as it appears on your notary stamp/seal.

Please see below for example:

BORROWER ACKNOWLEDGMENT

State of WEST VIRGINIA
County of MONONGALIA

On the _____ day of _____, in the year _____,
before me, _____, the undersigned a Notary in
and for said State, personally appeared **JORDAN JAMES NEVILLE and MALIA A NEVILLE**
[pre-printed name of person acknowledged], personally known to me (or proved to be on
the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the
within instrument and acknowledged to me that he/she executed the same in his/her
capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person
upon behalf of which the individual(s) acted, executed the instrument.

{Place seal here}

DO NOT COVER ANY TEXT

(Seal)

Signature of Individual Taking Acknowledgment

Printed Name

Notary Public

Office of Individual Taking Acknowledgment

My Commission Expires: _____

**Failure to do so will result in the documents being rejected by the lender and a
new set of documents will have to be executed.**

*****WV



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Signing Checklist

Please Check

Notary Borrower

Loan Modification Agreement

Borrowers - All borrowers signed exactly as typed name appears
Witnesses - Witness signatures needed - Witness to be signed exactly as printed name appears
Witnesses - Printed name to be below their signature
Notary - Cannot be a Witness in Louisiana
Notary - Completely filled out all blank lines (unless stated as optional)
Notary - Signed and printed their name exactly as it appears on seal
Notary - Registration cannot be expired
Notary - Title should read Notary/Notary Public

Subordinate Note (if applicable)

Borrowers - All borrowers signed
Witnesses - Witness signatures completed
Witnesses - Printed name under signature

Subordinate Mortgage/Deed of Trust (If applicable)

Borrowers - All borrowers signed
Witnesses - Witness signatures completed
Witnesses - Printed name under signature
Notary - Signed and printed their name exactly as it appears on seal
Notary - Registration cannot be expired
Notary - Title should Read Notary/Notary Public
Notary - Completely filled out all blank lines (unless stated as optional)

This offer does expire.

Please send the original executed documents back in the envelope provided .

All pages indicated must be signed in BLACK INK ONLY.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



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Loan No.: 0059985879

ATTORNEY SELECTION NOTICE

By signing below, it is understood and agreed that you may hire a lawyer or attorney to advise you regarding this transaction and its consequences.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



NOTICE OF NO ORAL AGREEMENTS

Loan Number: **0059985879**

Date: **May 8, 2025**

Borrower(s): **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Property Address: **512 WATSON DRIVE, MAIDSVILLE, WV 26541**

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



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Notice of No Oral Agreement

ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: **0059985879**

Date: **May 8, 2025**

Borrower(s): **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Property Address: **512 WATSON DRIVE, MAIDSVILLE, WV 26541**

Lender: **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.**

In consideration of **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.** (the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs, or any municipal bonding authority.

The Borrower agrees to comply with all such requests made by the Lender within 10 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees, and marketing losses. Borrower's failure to comply with all such requests within such 10-day time period will result in the Lender adjusting the modified terms without the borrower's consent.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed, or marketed by the Lender.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



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Errors and Omissions/Compliance Agreement

PROMISSORY NOTE**May 8, 2025****MAIDSVILLE****WEST VIRGINIA****512 WATSON DRIVE, MAIDSVILLE, WV 26541****1. PARTIES.**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means **the Secretary of Housing and Urban Development** and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SIXTY SEVEN THOUSAND FIVE HUNDRED TWO AND 50/100 Dollars (U.S. \$ 67,502.50)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time.**

On June 1, 2055, or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place.

Payment shall be made at **the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

JORDAN JAMES NEVILLE -Borrower

Date: _____



After Recording Return To:
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

_____[Space Above This Line For Recording Data]_____

Loan No: **0059985879**
FHA Case No.: **203703571-1833100**

PARTIAL CLAIM DEED OF TRUST

THIS PARTIAL CLAIM DEED OF TRUST ("Security Instrument") is made this **8th** day of **May, 2025**. The grantor is **JORDAN JAMES NEVILLE and MALIA A NEVILLE** ("Borrower"), whose address is **512 WATSON DR, MAIDSVILLE, WV 26541**. The trustee is **SANSALONE & SANSALONE, ATTORNEYS, LAW FIRM**, ("Trustee"), who resides at , , .

The beneficiary is **the Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SIXTY SEVEN THOUSAND FIVE HUNDRED TWO AND 50/100** Dollars (U.S. **\$67,502.50**). 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 **June 1, 2055**.

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, with interest, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **MONONGALIA**, State of **WEST VIRGINIA**:

See Exhibit "A" attached hereto and made a part hereof;

Tax Parcel No. **MAP:17F PARCEL:0022 0000 0000**

which has the address of **512 WATSON DRIVE, MAIDSVILLE, WV 26541** "Property Address");



West Virginia Partial Claim Deed of Trust
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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 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 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. 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



West Virginia Partial Claim Deed of Trust
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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. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in 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; (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; and (e) such additional information as required by Applicable Law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert 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 as permitted by Applicable Law.

If Lender invokes the power of sale, Lender or Trustee shall give Borrower, in the manner provided in Section 4, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Borrower hereby waives personal service of notice of any sale made hereunder, upon Borrower, its devisees, agents, successors or assigns, and also waives the posting of notice of sale at the courthouse. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash 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, reasonable Trustee's fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be reimbursed for all costs and expenses incurred by it in commencing such proceedings; and all costs and expenses so incurred by Trustee, together with interest thereon until paid at the Note default rate shall be and become a part of the obligations secured hereby and shall be collectible as such.

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 Promissory Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.



8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

9. Beneficiary's Address. The beneficial owner and holder of the Note at the time of execution and delivery hereof is Lender, whose residence address is stated on the first page of this Security Instrument.

10. Notice of Trustee's Sale. Any notice of other liens which may be given to Lender pursuant to W. Va. Code Sec. 38-1-4, shall be effective upon the receipt of such notice, in writing, through the regular United States mail, postage prepaid, addressed to Lender at its address set forth on the face of this Security Instrument.

A copy of any notice of Trustee's sale under this Security Instrument shall be served on Borrower by certified mail, return receipt requested, directed to Borrower at the address stated above or such other address given to Lender in writing by Borrower, subsequent to the execution and delivery of this Security Instrument.

11. Trustees and Substitution of Trustees. It is hereby expressly covenanted and agreed to all parties hereto that Lender may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or person, in place of the Trustee herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustees herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustees herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustees who are named herein within the meaning of this Security Instrument, and substituted in their place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Security Instrument, and the description of the real property herein described, which instrument, executed and acknowledged by Lender and recorded in the office of the Clerk of the County Commission of the County wherein the Property is situated, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

The Trustees, or either of them or the survivor thereof, may act in the execution of this trust and in the event either of the Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to the Trustees herein jointly had been granted to such Trustee alone. Either or both of the Trustees are hereby authorized to act by agent or attorney in the execution of this trust, and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

12. Waiver of Homestead Exemption. Borrower hereby waives all right of homestead exemption in the Property.

13. Bankruptcy Discharge. If Borrower, subsequent to **May 8, 2025**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE *is joining in the execution of this Security Instrument solely for the purpose of consenting to the encumbrance of, and waiving any homestead and/or community property rights in, the described Property.*

Date: _____

_____ [Space Below This Line For Acknowledgments] _____

State of West Virginia

County of _____

This record was acknowledged before me on _____ [Date] by **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Signature of notarial officer

Title of office

My commission expires : _____

This Document Prepared By:
Antonia Coats
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067



West Virginia Partial Claim Deed of Trust
8371 06/24

CORRECTION AGREEMENT

Borrower(s): JORDAN JAMES NEVILLE and
MALIA A NEVILLE

Property: 512 WATSON DRIVE, MAIDSVILLE,
WV 26541

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is JORDAN JAMES NEVILLE and MALIA A NEVILLE.

"Lender" is the Secretary of Housing and Urban Development, and its successors and assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Subordinate Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor Lender or any assignee of Lender.

"Security Instrument" means the Subordinate Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the HUD Partial Claim offered by Lender in the amount of \$67,502.50 and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree to comply with Lender's request to assure that the Loan documentation executed this date will enable Lender, or any other investor, to enforce its rights under the Loan documents.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address in the Loan documents shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender within ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.



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13918C 12/23



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ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



13918C 12/23



After Recording Return To:
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

[Space Above This Line For Recording Data]

Original Recording Date: August 31, 2023	Loan No: 0059985879
Original Loan Amount: \$258,236.00	Investor Loan No: 0234277899
New Money: \$0.00	MIN Number: 100070300013940835
	FHA Case No.: 203703571-1833100

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 8th day of May, 2025, between **JORDAN JAMES NEVILLE and MALIA A NEVILLE** whose address is **512 WATSON DR, MAIDSVILLE, WV 26541** ("Borrower") and **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.** which is organized and existing under the laws of **The United States of America**, and whose address is **3637 Sentara Way, Virginia Beach, VA 23453** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 21, 2023** and recorded in Book/Liber **2577, Page 186**, Instrument No: **907366** and recorded on **August 31, 2023**, of the Official Records of **MONONGALIA County, WV** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

512 WATSON DRIVE, MAIDSVILLE, WV 26541,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **June 1, 2025**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$201,178.51**, consisting of the unpaid amount(s) loaned to Borrower by Lender Plus any interest and other amounts capitalized.



HUD MODIFICATION AGREEMENT
8300h 01/14

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.750%**, from **June 1, 2025**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,304.84**, beginning on the **1st** day of **July, 2025**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2055** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



HUD MODIFICATION AGREEMENT
8300h 01/14

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____

_____ [Space Below This Line For Acknowledgments] _____

State of West Virginia

County of _____

This record was acknowledged before me on _____ [Date] by **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Signature of notarial officer

Title of office

My commission expires : _____



HUD MODIFICATION AGREEMENT
8300h 01/14

LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.

By: _____ (Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____
State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,

this _____ day of _____, 20____, by _____, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc..

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



HUD MODIFICATION AGREEMENT
8300h 01/14



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: _____

Title: **Assistant Secretary**

_____ [Space Below This Line For Acknowledgments] _____

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,

this _____ day of _____, 20____, by _____, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This Document Prepared By:
Antonia Coats
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067



HUD MODIFICATION AGREEMENT
8300h 01/14



Exhibit "A"

All of the following described lot or parcel of real estate, situate, lying and being in Cass District, Monongalia County, West Virginia, including all appurtenances thereunto belonging and all improvement thereon:

UNIT 41, PHASE IX, THE MEADOWS SUBDIVISION, located in the Cass Tax District of Monongalia County, West Virginia, as more particularly described on that certain map or plat of survey entitled Phase IX of The Meadows, A Planned Community, dated November 12, 2013 prepared by Floyd E. Bargy, Jr., P.L.S. # 760, of Thrasher Engineering, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet 5, Envelope No. 165-A (hereinafter the "Property").

This conveyance is specifically made subject to the terms, conditions, provisions, restrictions, protective covenants, rights, powers, duties, rights-of-way, easements, and limitations, pertaining to The Meadows Subdivision as more particularly set forth in the Declaration of Common Interest Community for The Meadows Subdivision, the recorded plats or maps of survey of The Meadows Subdivision, and the Articles of Incorporation, By-Laws, Rules and Regulations and Building Construction Guidelines (hereinafter "Governing Documents") of The Meadows Property Owners Association, Inc., a West Virginia non-profit corporation, and as, all of which may from time to time may be amended.

Further subject to all rights, rights-of-way, easements, restrictions, exceptions, limitations, conditions, covenants, licenses, severances, uses, estates and servitudes which are either set forth in the Governing Documents or otherwise of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

LSOT: Deed Book 1691, Page 258, dated December 9, 2019.

WV-38196

CORRECTION AGREEMENT

Borrower(s): JORDAN JAMES NEVILLE and
MALIA A NEVILLE

Property: 512 WATSON DRIVE,
MAIDSVILLE, WV 26541

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is JORDAN JAMES NEVILLE and MALIA A NEVILLE.

"Lender" is LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc., and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Subordinate Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor Lender or any assignee of Lender.

"Security Instrument" means the Subordinate Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the Modification offered by Lender in the amount of \$201,178.51 and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree to comply with Lender's request to assure that the Loan documentation executed this date will enable Lender, or any other investor, to enforce its rights under the Loan documents.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address in the Loan documents shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender within ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.



ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: **0059985879**

Date: **May 8, 2025**

Borrower(s): **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Property Address: **512 WATSON DRIVE, MAIDSVILLE, WV 26541**

Lender: **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.**

In consideration of **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.** (the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs, or any municipal bonding authority.

The Borrower agrees to comply with all such requests made by the Lender within 10 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees, and marketing losses. Borrower's failure to comply with all such requests within such 10-day time period will result in the Lender adjusting the modified terms without the borrower's consent.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed, or marketed by the Lender.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



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Errors and Omissions/Compliance Agreement

PROMISSORY NOTE**May 8, 2025****MAIDSVILLE****WEST VIRGINIA****512 WATSON DRIVE, MAIDSVILLE, WV 26541****1. PARTIES.**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means **the Secretary of Housing and Urban Development** and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SIXTY SEVEN THOUSAND FIVE HUNDRED TWO AND 50/100 Dollars (U.S. \$ 67,502.50)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time.**

On June 1, 2055, or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place.

Payment shall be made at **the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

JORDAN JAMES NEVILLE -Borrower

Date: _____



After Recording Return To:
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

_____[Space Above This Line For Recording Data]_____

Loan No: **0059985879**
FHA Case No.: **203703571-1833100**

PARTIAL CLAIM DEED OF TRUST

THIS PARTIAL CLAIM DEED OF TRUST ("Security Instrument") is made this **8th** day of **May, 2025**. The grantor is **JORDAN JAMES NEVILLE and MALIA A NEVILLE** ("Borrower"), whose address is **512 WATSON DR, MAIDSVILLE, WV 26541**. The trustee is **SANSALONE & SANSALONE, ATTORNEYS, LAW FIRM**, ("Trustee"), who resides at , , .

The beneficiary is **the Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **SIXTY SEVEN THOUSAND FIVE HUNDRED TWO AND 50/100** Dollars (U.S. **\$67,502.50**). 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 **June 1, 2055**.

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, with interest, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **MONONGALIA**, State of **WEST VIRGINIA**:

See Exhibit "A" attached hereto and made a part hereof;

Tax Parcel No. **MAP:17F PARCEL:0022 0000 0000**

which has the address of **512 WATSON DRIVE, MAIDSVILLE, WV 26541** "Property Address");



West Virginia Partial Claim Deed of Trust
8371 06/24

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 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 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. 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



West Virginia Partial Claim Deed of Trust
8371 06/24

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. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in 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; (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; and (e) such additional information as required by Applicable Law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert 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 as permitted by Applicable Law.

If Lender invokes the power of sale, Lender or Trustee shall give Borrower, in the manner provided in Section 4, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Borrower hereby waives personal service of notice of any sale made hereunder, upon Borrower, its devisees, agents, successors or assigns, and also waives the posting of notice of sale at the courthouse. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash 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, reasonable Trustee's fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be reimbursed for all costs and expenses incurred by it in commencing such proceedings; and all costs and expenses so incurred by Trustee, together with interest thereon until paid at the Note default rate shall be and become a part of the obligations secured hereby and shall be collectible as such.

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 Promissory Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.



8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

9. Beneficiary's Address. The beneficial owner and holder of the Note at the time of execution and delivery hereof is Lender, whose residence address is stated on the first page of this Security Instrument.

10. Notice of Trustee's Sale. Any notice of other liens which may be given to Lender pursuant to W. Va. Code Sec. 38-1-4, shall be effective upon the receipt of such notice, in writing, through the regular United States mail, postage prepaid, addressed to Lender at its address set forth on the face of this Security Instrument.

A copy of any notice of Trustee's sale under this Security Instrument shall be served on Borrower by certified mail, return receipt requested, directed to Borrower at the address stated above or such other address given to Lender in writing by Borrower, subsequent to the execution and delivery of this Security Instrument.

11. Trustees and Substitution of Trustees. It is hereby expressly covenanted and agreed to all parties hereto that Lender may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or person, in place of the Trustee herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustees herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustees herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustees who are named herein within the meaning of this Security Instrument, and substituted in their place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Security Instrument, and the description of the real property herein described, which instrument, executed and acknowledged by Lender and recorded in the office of the Clerk of the County Commission of the County wherein the Property is situated, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

The Trustees, or either of them or the survivor thereof, may act in the execution of this trust and in the event either of the Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to the Trustees herein jointly had been granted to such Trustee alone. Either or both of the Trustees are hereby authorized to act by agent or attorney in the execution of this trust, and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

12. Waiver of Homestead Exemption. Borrower hereby waives all right of homestead exemption in the Property.

13. Bankruptcy Discharge. If Borrower, subsequent to **May 8, 2025**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE *is joining in the execution of this Security Instrument solely for the purpose of consenting to the encumbrance of, and waiving any homestead and/or community property rights in, the described Property.*

Date: _____

_____ [Space Below This Line For Acknowledgments] _____

State of West Virginia

County of _____

This record was acknowledged before me on _____ [Date] by **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Signature of notarial officer

Title of office

My commission expires : _____

This Document Prepared By:
Antonia Coats
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067



West Virginia Partial Claim Deed of Trust
8371 06/24

CORRECTION AGREEMENT

Borrower(s): JORDAN JAMES NEVILLE and
MALIA A NEVILLE

Property: 512 WATSON DRIVE, MAIDSVILLE,
WV 26541

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is JORDAN JAMES NEVILLE and MALIA A NEVILLE.

"Lender" is the Secretary of Housing and Urban Development, and its successors and assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Subordinate Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor Lender or any assignee of Lender.

"Security Instrument" means the Subordinate Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the HUD Partial Claim offered by Lender in the amount of \$67,502.50 and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree to comply with Lender's request to assure that the Loan documentation executed this date will enable Lender, or any other investor, to enforce its rights under the Loan documents.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address in the Loan documents shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender within ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.



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13918C 12/23



* 1 3 5 0 4 9 + 4 5 *

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____



13918C 12/23



After Recording Return To:
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067

[Space Above This Line For Recording Data]

Original Recording Date: August 31, 2023	Loan No: 0059985879
Original Loan Amount: \$258,236.00	Investor Loan No: 0234277899
New Money: \$0.00	MIN Number: 100070300013940835
	FHA Case No.: 203703571-1833100

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 8th day of May, 2025, between **JORDAN JAMES NEVILLE and MALIA A NEVILLE** whose address is **512 WATSON DR, MAIDSVILLE, WV 26541** ("Borrower") and **LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.** which is organized and existing under the laws of **The United States of America**, and whose address is **3637 Sentara Way, Virginia Beach, VA 23453** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 21, 2023** and recorded in Book/Liber **2577, Page 186**, Instrument No: **907366** and recorded on **August 31, 2023**, of the Official Records of **MONONGALIA County, WV** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

512 WATSON DRIVE, MAIDSVILLE, WV 26541,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **June 1, 2025**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$201,178.51**, consisting of the unpaid amount(s) loaned to Borrower by Lender Plus any interest and other amounts capitalized.



HUD MODIFICATION AGREEMENT
8300h 01/14

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.750%**, from **June 1, 2025**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,304.84**, beginning on the **1st** day of **July, 2025**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2055** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



HUD MODIFICATION AGREEMENT
8300h 01/14

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____

_____ [Space Below This Line For Acknowledgments] _____

State of West Virginia

County of _____

This record was acknowledged before me on _____ [Date] by **JORDAN JAMES NEVILLE and MALIA A NEVILLE**

Signature of notarial officer

Title of office

My commission expires : _____



HUD MODIFICATION AGREEMENT
8300h 01/14

LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc.

By: _____ (Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____
State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,

this _____ day of _____, 20____, by _____, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc..

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



HUD MODIFICATION AGREEMENT
8300h 01/14



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: _____

Title: **Assistant Secretary**

_____ [Space Below This Line For Acknowledgments] _____

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,

this _____ day of _____, 20____, by _____, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This Document Prepared By:
Antonia Coats
Outamation, Inc.
5401 N UNIVERSITY DR STE 104
CORAL SPRINGS, FL 33067



HUD MODIFICATION AGREEMENT
8300h 01/14



Exhibit "A"

All of the following described lot or parcel of real estate, situate, lying and being in Cass District, Monongalia County, West Virginia, including all appurtenances thereunto belonging and all improvement thereon:

UNIT 41, PHASE IX, THE MEADOWS SUBDIVISION, located in the Cass Tax District of Monongalia County, West Virginia, as more particularly described on that certain map or plat of survey entitled Phase IX of The Meadows, A Planned Community, dated November 12, 2013 prepared by Floyd E. Bargy, Jr., P.L.S. # 760, of Thrasher Engineering, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet 5, Envelope No. 165-A (hereinafter the "Property").

This conveyance is specifically made subject to the terms, conditions, provisions, restrictions, protective covenants, rights, powers, duties, rights-of-way, easements, and limitations, pertaining to The Meadows Subdivision as more particularly set forth in the Declaration of Common Interest Community for The Meadows Subdivision, the recorded plats or maps of survey of The Meadows Subdivision, and the Articles of Incorporation, By-Laws, Rules and Regulations and Building Construction Guidelines (hereinafter "Governing Documents") of The Meadows Property Owners Association, Inc., a West Virginia non-profit corporation, and as, all of which may from time to time may be amended.

Further subject to all rights, rights-of-way, easements, restrictions, exceptions, limitations, conditions, covenants, licenses, severances, uses, estates and servitudes which are either set forth in the Governing Documents or otherwise of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

LSOT: Deed Book 1691, Page 258, dated December 9, 2019.

WV-38196

CORRECTION AGREEMENT

Borrower(s): JORDAN JAMES NEVILLE and
MALIA A NEVILLE

Property: 512 WATSON DRIVE,
MAIDSVILLE, WV 26541

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is JORDAN JAMES NEVILLE and MALIA A NEVILLE.

"Lender" is LoanCare LLC, as Agent under Limited POA for Sierra Pacific Mortgage Company, Inc., and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Subordinate Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor Lender or any assignee of Lender.

"Security Instrument" means the Subordinate Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the Modification offered by Lender in the amount of \$201,178.51 and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree to comply with Lender's request to assure that the Loan documentation executed this date will enable Lender, or any other investor, to enforce its rights under the Loan documents.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address in the Loan documents shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender within ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.



ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.

JORDAN JAMES NEVILLE -Borrower

Date: _____

MALIA A NEVILLE is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: _____

