



STATE OF OKLAHOMA  
CERTIFICATE OF DEATH

STATE FILE NUMBER

2021-045839

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) <b>ROGER ALAN WOODS</b>						1a. LAST NAME PRIOR TO FIRST MARRIAGE	2. SEX MALE
3. SOCIAL SECURITY NUMBER 446-40-9642	4. EVER IN US ARMED FORCES? NO	5a. AGE- Last birthday (years) 78	5b. UNDER 1 YEAR Months Days	5c. UNDER 1 DAY Hours Minutes	6. DATE OF BIRTH (Mo/Day/Yr) MAY 12, 1943		
7. BIRTHPLACE (City and State or Foreign Country) <b>BLACKWELL, OKLAHOMA</b>		8a. RESIDENCE-State <b>OKLAHOMA</b>	8b. RESIDENCE-County <b>KAY</b>	8c. RESIDENCE-City or Town <b>PONCA CITY</b>			
8d. RESIDENCE-Zip Code 74601	8e. RESIDENCE-Inside City Limits? YES	8f. RESIDENCE-Street and Number <b>407 S. 5TH STREET</b>			8g. RESIDENCE-Apt. Number		
9. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Married, but separated <input type="checkbox"/> Unknown				10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) <b>IRMA FAYE COURTNEY</b>			
11a. FATHER'S NAME (First, Middle, Last) <b>JESS ALAN WOODS</b>		11b. FATHER'S LAST NAME PRIOR TO FIRST MARRIAGE <b>WOODS</b>	12a. MOTHER'S NAME (First, Middle, Last) <b>GLADYS ANN WOODS</b>		12b. MOTHER'S LAST NAME PRIOR TO FIRST MARRIAGE <b>WILSON</b>		
13. DECEDENT OF HISPANIC ORIGIN?		14. DECEDENT'S RACE <b>WHITE</b>			15. DECEDENT'S EDUCATION <b>HIGH SCHOOL GRADUATE OR GED COMPLETED</b>		
16. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.) <b>SR. RESEARCH TECHNICIAN</b>				17. KIND OF BUSINESS / INDUSTRY <b>CONOCO-PHILLIPS</b>			
18a. INFORMANT'S NAME <b>IRMA FAYE WOODS</b>		18b. RELATIONSHIP TO DECEDENT <b>WIFE</b>	18c. MAILING ADDRESS (Street and Number, City, State, Zip Code) <b>407 S. 5TH STREET, PONCA CITY, OKLAHOMA 74601</b>				
19. METHOD OF DISPOSITION: <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Embalming <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (specify)		20. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) <b>BRAMAN CEMETERY</b>		21. LOCATION - City, Town and State <b>BRAMAN, OKLAHOMA</b>			
22. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY <b>ROBERTS AND SON FUNERAL HOME, INC. - BLACKWELL, 120 WEST PADON, BLACKWELL, OKLAHOMA 74631</b>				23. FUNERAL HOME DIRECTOR OR FAMILY MEMBER ACTING AS SUCH <b>JAMES W. ROBERTS, III</b>			
						24. FH ESTABLISHMENT LICENSE # 1028ES	

25. PLACE OF DEATH (Check only one; see instructions)							
IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival		IF DEATH OCCURRED OTHER THAN IN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing home/long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Other (specify)					
26. FACILITY NAME (If not institution, give street & number) <b>POST ACUTE MEDICAL SPECIALTY HOSPITAL</b>		27. CITY OR TOWN, STATE AND ZIP CODE OF LOCATION OF DEATH <b>TULSA, OKLAHOMA, 74145</b>				28. COUNTY OF DEATH <b>TULSA</b>	
29. DATE OF DEATH (Mo/Day/Yr) DECEMBER 16, 2021		30. TIME OF DEATH 23:38	31. WAS MEDICAL EXAMINER CONTACTED? NO	32. WAS AN AUTOPSY PERFORMED? NO	33. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?		
34. CAUSE OF DEATH (See Instructions and examples)							
34. PART I. Enter the chain of events- diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.						Approximate interval: Onset to death	35. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. <u>PNEUMONIA</u> Due to (or as a consequence of):						UNKNOWN	
Sequentially list conditions, if any, leading to the cause listed on line a. b. <u>COVID 19</u> Due to (or as a consequence of):						UNKNOWN	
Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. c. _____ d. _____ Due to (or as a consequence of):							
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		37. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year				38. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown	
39. DATE OF INJURY (Mo/Day/Yr)		40. TIME OF INJURY	41. PLACE OF INJURY (e.g., Decedent's home; construction site; wooded area)		42. DESCRIBE HOW INJURY OCCURRED:		43. INJURY AT WORK?
44. LOCATION OF INJURY: State: _____		City or Town: _____		Zip Code: _____		45. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (specify)	
46. CERTIFIER (Check only one) ATTENDING PHYSICIAN: <input checked="" type="checkbox"/> Physician in charge of the patient's care <input type="checkbox"/> Physician in attendance at time of death only To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. <input type="checkbox"/> MEDICAL EXAMINER On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.						47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 34) <b>ROBERT CHARLES HARRIS, MD 3105 E SKELLEY DR TULSA, OKLAHOMA 74015</b>	
48. LICENSE NUMBER <b>15903OK</b>						49. DATE DEATH CERTIFIED (Mo/Day/Yr) <b>DECEMBER 27, 2021</b>	
50. REGISTRAR'S SIGNATURE 						52. DATE RECEIVED BY STATE REGISTRAR (Mo/Day/Yr) <b>DECEMBER 28, 2021</b>	

VOID IF ALTERED OR ERASED

Wednesday, December 29, 2021 10:28:13 AM



D05081352



This is a true and correct copy of the official record on file in the Office of Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped.

*Kelly M. Baker*

Kelly M. Baker  
State Registrar  
Office of Vital Statistics  
Department of Health



It is in violation of Oklahoma Statutes, Title 63, Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

**CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.**

**VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW**

**WARNING:**

THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS.  
DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.

THE DOCUMENT FACE CONTAINS A SECURITY BACKGROUND. THE BACK CONTAINS SPECIAL LINES WITH TEXT, EMBOSSED SEAL AND THERMOCHROMIC INK.

K, Sukanya

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**From:** Denise Godfrey <Denise\_Godfrey@zeeco.com>  
**Sent:** Thursday, August 1, 2024 4:43 PM  
**To:** RMB-LC-LossMit4  
**Subject:** Account #0029465119  
**Attachments:** 20230927141223523.pdf; Death Certificate.pdf

**IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.**

Per my phone conversation with David today, please see attached requested documents to complete our loss mitigation application.

Best Regards,

**Denise Godfrey**

*Sales Coordinator*



Zeeco World Headquarters | 4700 S Garnett Rd | Tulsa, Oklahoma 74146 | United States  
Main: +1 918 258 8551 | Fax: +1 918 251 5519 | [Zeeco.com](http://Zeeco.com)



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TRUE CERTIFIED COPY  
OF ORIGINAL

Return To:

MIS/NPC  
4877 Galaxy Parkway, Suite 1  
Cleveland, OH 44128-

Prepared By:  
Kyle Casey  
Embrace Home Loans, Inc.  
25 Enterprise Center,  
Newport, RI 02842

[Space Above This Line For Recording Data]

State of Oklahoma

**MORTGAGE**

FHA Case No.

4215150777-703

MIN [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on October 12, 2012  
The Mortgagor is Irma F Woods, a married female & Roger A Woods, a married male

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. 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. Embrace Home Loans, Inc.

("Lender") is organized and existing under the laws of Rhode Island, USA , and  
has an address of 25 Enterprise Center, Newport, RI 02842

Borrower owes Lender the principal  
sum of **sixty-five thousand seven hundred thirty and 00/100** Dollars (U.S. \$ 65,730.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2027

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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 Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as 2012-2111500 [REDACTED] 2503

FHA Oklahoma Mortgage with MERS - 4/96  
Wolters Kluwer Financial Services Amended 2/01  
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nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in **Kay**  
County, Oklahoma:  
See Attached Exhibit A

Parcel ID Number:

which has the address of **407 S 5th St**

[Street]

**Ponca City**

[City], Oklahoma 74601

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of

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principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization 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.

**12. 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, subject to the provisions of paragraph 9(b). 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 Lender's address stated herein 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.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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Rd W

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. 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 unless applicable law provides otherwise.

**20. Waiver of Appraisement.** Appraisal of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entered in any foreclosure.

**21. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 0.00

**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Growing Equity Rider

Other [specify]

Planned Unit Development Rider

Graduated Payment Rider

2012-2111500

VMP®-4N(OK) (0305).02

Page 6 of 8

*I J H*  
Initials: *R a W*

2503

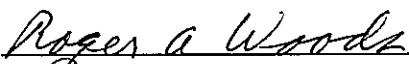
**NOTICE TO BORROWER**

**A power of sale has been granted in this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
Irma F Woods (Seal)  
-Borrower

  
Roger A Woods (Seal)  
-Borrower

(Seal) (Seal)  
-Borrower -Borrower

(Seal) (Seal)  
-Borrower -Borrower

(Seal) (Seal)  
-Borrower -Borrower

STATE OF OKLAHOMA, Kay

County ss:

The foregoing instrument was acknowledged before me this **October 12, 2012**  
**Irma F Woods & Roger A Woods**

by



Witness my hand and seal on this date.

Billy E. Mitts

Notary Public

My Commission Expires: 08/09/2016

2012-2111500

100049700012042582

2503

VMP®-4N(OK) (0305).02

Page 8 of 8

Initials JFW  
Raw

## EXHIBIT A

Lots Seventeen (17) and the South Twenty-three (23) feet of Lot Eighteen (18),  
Block Sixteen (16), Townsite of Lynchville, Ponca City, Kay County, Oklahoma.

# NOTE

**Multistate**

October 12, 2012  
[Date]

FHA Case No.  
**4215150777-703**

**407 S 5th St, Ponca City, OK 74601**  
[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **Embrace Home Loans, Inc.**

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **sixty-five thousand seven hundred thirty and 00/100**

Dollars (U.S. \$ 65,730.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **three**

percent ( 3.000 %) per year until the full amount of principal has been paid.

## 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

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **December 1, 2012**. Any principal and interest remaining on the first day of **November, 2027**, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at **25 Enterprise Center, Newport, RI 02842**  
or at such place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **453.92**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## **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, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. 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. BORROWER'S FAILURE TO PAY**

### **(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **four**

percent (      **4 . 000 %** ) of the overdue amount of each payment.

### **(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### **(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## **7. 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.

## **8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## **9. 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.

Irma F Woods (Seal)  
Irma F Woods -Borrower

Roger A Woods (Seal)  
Roger A Woods -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

**TRUE CERTIFIED COPY  
OF ORIGINAL**

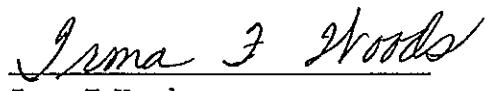
## RIDER TO NOTE

### Late Charge for Overdue Payments

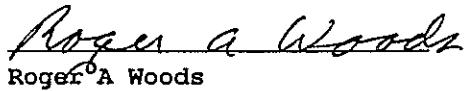
THIS LATE FEE RIDER ("Rider") is made October 12, 2012 and amends a Note in the amount of \$65,730.00 (the "Note") made by the person(s) who sign below ("Borrower") to Embrace Home Loans, Inc. ("Lender") and dated the same date.

In addition to the agreements and provisions made in the Note, both Borrower and Lender further agree as follows:

If the Lender or Note Holder has not received the full monthly payment within 15 calendar days after it was due, then the borrower will be liable to pay to the Lender or Note Holder a Late Fee. The amount of the Late Fee will be 4.000 % of the over due principal and interest payment, or \$ 18.16, whichever is less. A Late Fee will be assessed only once for each payment due.



Irma F. Woods



Roger A. Woods

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TRUE CERTIFIED COPY  
OF ORIGINAL

# NOTE

**Multistate**

October 12, 2012  
[Date]

FHA Case No.  
**4215150777-703**

**407 S 5th St, Ponca City, OK 74601**  
[Property Address]

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or at such place as Lender may designate in writing by notice to Borrower.

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Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

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Irma F Woods (Seal)  
Irma F Woods -Borrower

Roger A Woods (Seal)  
Roger A Woods -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

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(Seal) (Seal)  
-Borrower -Borrower

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(Seal) (Seal)  
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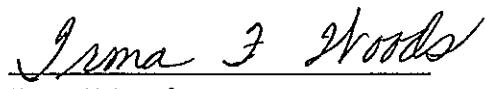
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### Late Charge for Overdue Payments

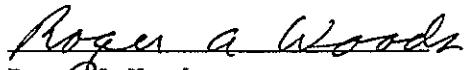
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Irma F. Woods



Roger A. Woods

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OF ORIGINAL



ServiceLink – Loan Modification Services  
3220 El Camino Real  
Irvine, CA 92602  
Customer Service Inbox:  
[LMSCUSTOMERSERVICE@svclink.com](mailto:LMSCUSTOMERSERVICE@svclink.com)  
Phone: (800) 934-3124

## Title Grade Sheet

Order Details:	
Order Type:	PROP RPT 1 OWNER W/COPIES-LMS
Order Number:	[REDACTED]
Loan Number:	0029465119
Borrower:	IRMA F WOODS & ROGER A WOODS
Property Address:	407 S 5TH ST, PONCA CITY, OK, 74601

**Grade: A**

Curative Items:	
Property is Vested in a Trust	Status: CLEARED
Non-Curative Items:	

The Title Grade Report is intended for informational purposes only; it is not intended to replace or supplement the title evidence to which it refers, and no liability for reliance thereon is inferred, implied or expressed.



## LMS PROPERTY REPORT UPDATE

Client:	LOAN CARE - LMS	Date:	12/24/2024 4:34 PM
Address:	3637 SENTARA WAY ADDRESS	Effective Date:	11/24/2024 12:00:00 AM
	VIRGINIA BEACH, VA 23452	Client Loan #:	0029465119
Phone:	N/A	Order #:	[REDACTED]
Contact:	SCOTT AMONE		
<b><u>Subject Property Information</u></b>			
Borrower:	IRMA F WOODS & ROGER A WOODS	Property Type:	
Property Address:	407 S 5TH ST PONCA CITY, OK 74601	Registered Land/Torrens:	FALSE
County:	KAY	Waterfront:	FALSE
<b><u>Current Deed Information</u></b>			
Grantee:	ROGER ALAN WOODS AND IRMA FAYE WOODS, CO -TRUSTEES OF THE ROGER ALAN WOODS AND IRMA FAYE WOODS REVOCABLE LIVING TRUST DATED AUGUST 27, 2015		
Grantor:	ROGER ALAN WOODS AND IRMA FAYE WOODS, HUSBAND AND WIFE		
Dated:	08/27/2015	Recorded:	08/31/2015
Deed Reference:	BOOK 1689, PAGE 0793	Consideration:	N/A
Deed Type:	QUIT CLAIM	Conveyance	FEE SIMPLE
Notes:	N/A		
Legal Description:	SEE ATTACHED EXHIBIT A		
<b><u>Chains of Title Deed Information</u></b>			
1. GRANTEE:	ROGER A. WOODS AND IRMA F WOODS		
GRANTOR:	MARGARET ANN WHEELER WOOD, FORMERLY MARGARET ANN TAGLIALATELA		
DATED:	09/23/1971	RECORDED:	09/27/1971
DEED REFERENCE:	BOOK 255, PAGE 55	CONSIDERATION:	N/A
DEED TYPE:	QUIT CLAIM		
NOTES:	N/A		
2. GRANTEE:	ROGER A. WOODS AND IRMA F. WOODS, HUSBAND AND WIFE, AS JOINT TENANTS, THE WHOLE TO THE SURVIVOR, AND NOT AS TENANTS IN COMMON		
GRANTOR:	ROBERT F. TAGLIALATELA, JR , A SINGLE PERSON		
DATED:	09/24/1971	RECORDED:	09/27/1971
DEED REFERENCE:	BOOK 265, PAGE 56	CONSIDERATION:	N/A
DEED TYPE:	WARRANTY DEED		
NOTES:	N/A		
<b><u>Tax/Assessment Information</u></b>			
1. Parcel #:	[REDACTED]		

Tax ID #:	[REDACTED]	Tax Period:	ANNUAL
Tax Year:	2023	Tax Type:	REAL ESTATE
Amount:	\$390.00	Status:	PAID
Due Date:	N/A		
Special Assessments:			
Notes:			
Land:	\$381.00	Building:	\$4,667.00
		Total:	\$5,048.00

#### Mortgage / Deed of Trust Information

1. Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR EMBRACE HOME LOANS, INC.

Mortagor: IRMA F WOODS, A MARRIED FEMALE & ROGER A WOODS, A MARRIED MALE

Dated: 10/12/2012 Recorded: 10/23/2012

Reference: BOOK 1587, PAGE 609, INSTRUMENT NO. I-2012- Amount: \$65,730.00  
011254

Open NO Open Ended Amount:

Ended:

Subject YES

Instrument:

Notes:

#### Judgment and Lien Information

None

#### Other Information

1. PLEASE NOTE: THE LEGAL DESCRIPTION CONTAINS TYPOGRAPHICAL ERRORS.
2. THE ATTACHED LEGAL DESCRIPTION SHOWN IN THE REPORT WAS OBTAINED FROM THE LEGAL DESCRIPTION OF THE DEED OF TRUST OR MORTGAGE REFLECTED IN THIS REPORT.

*End of Report*

## Exhibit C – LIABILITY LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE LIMITS AGREED UPON, WHICH ARE CONTAINED IN THE CUSTOMER AGREEMENT, STATEMENT OF WORK, COMMITMENT OF SERVICES OR ANY OTHER FORM OF AGREEMENT BETWEEN YOU AND THE COMPANY.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

**Exhibit A (Legal Description)**

LOTS SEVENTEEN (17) AND THE SOUTH TWENTY-THREE (23) FEET OF LOT EIGHTEEN (18), BLOCK SIXTEEN (16),  
TOWNSITE OF LYNCHVILLE, PONCA CITY, KAY COUNTY, OKLAHOMA.



## Fee Statement

Loan Number: 0029465119  
Property Address: 407 S 5TH ST , PONCA CITY, OK 74601

Order Number: [REDACTED]  
Date: 12/24/2024

Description	Amount
LMS-1 Owner Property Report	\$125.00
Loan Modification Update	\$75.00
<b>Total Fees:</b>	<b>\$200.00</b>

Remittance:  
ServiceLink – Default Title and Close  
US Bank c/o 511459 Attn: Wholesale Lockbox  
La Mirada, CA 90637

Recorded SEP 27 1971 at 11:37 o'clock A M  
Reception 107763 Norma Lee Cook, Kay County Clerk  
Mabel SILER, Dep. (seal)

WARRANTY DEED (*Joint Tenancy*)

BOOK 265 PAGE 56

KNOW ALL MEN BY THESE PRESENTS: That on this 24th day of September, 1971, the undersigned,

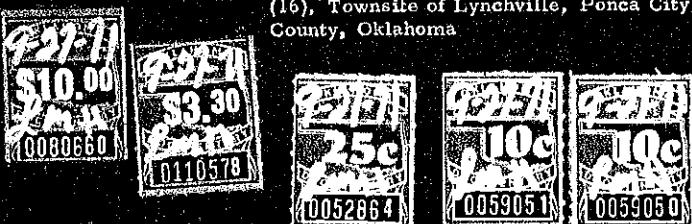
Robert F. Taglialetela, Jr., a single person

in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

Roger A. Woods and Irma F. Woods, Husband and Wife

AS JOINT TENANTS, THE WHOLE TO THE SURVIVOR, AND NOT AS TENANTS IN COMMON, the following described real property and premises, situated in Kay County, State of Oklahoma, to-wit:

Lots Seventeen (17) and the South Twenty three (23) feet of Lot Eighteen (18), Block Sixteen (16), Townsite of Lynchville, Ponca City, Kay County, Oklahoma



together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title thereto. To have and to hold the same unto said grantees, their assigns, and the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatever nature,

, Executed the date first above written.

*Robert F. Taglialetela, Jr.*  
Robert F. Taglialetela, Jr.

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Kay COUNTY, ss:  
Before me, a Notary Public, in and for said County and State, on this 24th day of September, 1971,  
personally appeared Robert F. Taglialetela, Jr., a single person

to me known as the signatory person, who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year above written.

My Commission Expires

September 26, 1971

*Barbara L. Rutherford*  
Barbara L. Rutherford  
Notary Public

BOOK 265 PAGE 55

FORM NO. 5-280-AF  
(Order by Number)

This Space Reserved for Filing Stamp

## QUIT CLAIM DEED

INDIVIDUAL FORM

Recorded

Received

THIS INDENTURE, Made this 23 day of September, A. D. 1971  
between Margaret Ann Wheeler Wood, formerly

Margaret Ann Taglialatela of the first part,  
and Roger A. Woods and Irma E. Woods

of the second part.

Witnesseth, that said party \_\_\_\_\_ of the first part, in consideration of the sum of  
One and no/100 DOLLARS

to \_\_\_\_\_ in hand paid, the receipt of which is hereby acknowledged, do as hereby quit claim, grant, bargain, sell and convey unto  
the said parties of the second part all \_\_\_\_\_ her right, title, interest, estate and every claim and demand, both at law and in equity,  
in and to all the following described property situate in Kay County, State of Oklahoma.  
to-wit:

Lot Seventeen(17) and the South Twenty-three(23)feet of Lot Eighteen(18),  
Block Sixteen (16) Lynchville Addition to the City of Ponca City, Kay  
County, State of Oklahoma

together with all and singular the hereditaments and appurtenances thereto belonging.

To Have and to Hold the above described premises unto the said Roger A. Woods and Irma E. Woods

heirs and assigns forever.

In Witness Whereof, the said party \_\_\_\_\_ of the first part has \_\_\_\_\_ hereunto set her hand \_\_\_\_\_ the day and year  
first above written.

Margaret Ann Wheeler Wood  
Margaret Ann Wheeler Wood

411 North Pine  
Tonkawa, OKLA.

STATE OF OKLAHOMA }  
COUNTY OF Kay } ss:

INDIVIDUAL ACKNOWLEDGMENT  
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of Sept, 1971,  
personally appeared MARGARET ANN WHEELER Woods

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that SHE  
executed the same as Herself free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 1-12-1974

Dorothy E. Lee Notary Public

RETURN TO:  
David S. Cummings  
P.O. Box 470  
Ponca City, OK 74602



I-2015-007332 08/31/2015 9:44 am  
Book 1689 Pg 0793-0794  
Fee: \$ 15.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

### QUIT CLAIM DEED

#### **KNOW ALL MEN BY THESE PRESENTS:**

That Roger Alan Woods and Irma Faye Woods, husband and wife, ("Grantors") in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto Roger Alan Woods and Irma Faye Woods, Co-Trustees of the Roger Alan Woods and Irma Faye Woods Revocable Living Trust dated August 27, 2015 (407 South 5<sup>th</sup> Street, Ponca City, Oklahoma 74601) ("Grantees") the following described real property and premises situated in Kay County, State of Oklahoma to-wit:

Lot 17 and the South 23 feet of Lot 18, Block 16, Townsite of Lynchville,  
Kay County, State of Oklahoma

together with all buildings and improvements erected or to be erected thereon and including all fixtures and all the tenements and appurtenances thereunto belonging, and all the rents, issues and profits arising or which may be had therefrom, subject to easements, restrictive covenants and rights-of-way of record, forever.

CONSIDERATION LESS THAN \$100.00 - 68 O.S. §3201  
NO DOCUMENTARY STAMPS REQUIRED -

**VIEW ADDITIONAL LAND RECORDS AT  
OKCOUNTYRECORDS.COM**

**NOT AN  
OFFICIAL  
COPY**

**TO HAVE AND TO HOLD** said described premises unto Grantees, their successors and assigns.

**SIGNED AND DELIVERED** this 27th day of August, 2015.

*Roger Alan Woods*  
Roger Alan Woods

*Irma Faye Woods*  
Irma Faye Woods

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
COUNTY OF KAY )  
                       )     SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger Alan Woods and Irma Faye Woods, husband and wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of August, 2015.

My Commission Expires:  
01/24/2019

*Hector Haf*  
Notary Public  
Commission # C30014607

DSC/haf.0815.30



**VIEW ADDITIONAL LAND RECORDS AT  
OKCOUNTYRECORDS.COM**



Return To:

MIS/NPC  
4877 Galaxy Parkway, Suite 1  
Cleveland, OH 44128-

Prepared By:  
**Kyle Casey**  
Embrace Home Loans, Inc.  
25 Enterprise Center,  
Newport, RI 02842

TitleOne, LLC  
2642 E. 21st St., Ste. 290  
Tulsa, OK 74114

I-2012-011254 Book 1587  
10/23/2012 1:30 pm Pg 0609-0617  
Fee: \$ 29.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

[Space Above This Line For Recording Data]

State of Oklahoma

**M.I.S. FILE NO**

**1235025**

**MORTGAGE**

FHA Case No.

**4215150777-703**

MIN [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on October 12, 2012  
The Mortgagor is **Irma F Woods, a married female & Roger A Woods, a married male**

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. 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. **Embrace Home Loans, Inc.**

("Lender") is organized and existing under the laws of **Rhode Island, USA**, and  
has an address of **25 Enterprise Center, Newport, RI 02842**

Borrower owes Lender the principal  
sum of **sixty-five thousand seven hundred thirty and 00/100**

Dollars (U.S. \$ 65,730.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1, 2027**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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 Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as

2012-2111500

2503

FHA Oklahoma Mortgage with MERS - 4/96  
Wolters Kluwer Financial Services Amended 2/01  
VMP®-4N(OK) (0305)02

Page 1 of 8

Initials JGW  
raw

BOOK 1587 PAGE 609

# NOT AN OFFICIAL COPY

Parcel ID Number:

which has the address of 407 S 5th St

[Street]

Ponca City

[City], Oklahoma 74601

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances 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.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

OKCOUNTYRECORDS.COM  
2012-2111500 [REDACTED] 2503

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of

principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

**(a) Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

**(e) Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

# NOT AN AMERICAN MORTGAGE RECORDS

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization 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.

**12. 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, subject to the provisions of paragraph 9(b). 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 Lender's address stated herein 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.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

2012-2111500 [REDACTED] Initials: JJW 2503  
OKCOUNTYRECORDS.COM

## NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. 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 unless applicable law provides otherwise.

**20. Waiver of Appraisement.** Appraisement of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entered in any foreclosure.

**21. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 0.00

**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

Graduated Payment Rider

Other [specify]

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**  
2012-2111500 [REDACTED] Initials JJM 2503  
Raw

### **NOTICE TO BORROWER**

**A power of sale has been granted in this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
Irma F. Woods \_\_\_\_\_ (Seal)  
-Borrower

  
Roger A. Woods \_\_\_\_\_ (Seal)  
-Borrower

R.E. MTG. TAX \$ 45.80  
Paid 10/24/12 Receipt No. 475  
Christy Kennedy, Kay Co. Treasurer  
By Rhonda Stephens Deputy \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**VIEW ADDITIONAL LAND RECORDS AT  
OKCOUNTYRECORDS.COM**

2503

STATE OF OKLAHOMA, Kay

County ss:

The foregoing instrument was acknowledged before me this October 12, 2012  
Irma F Woods & Roger A Woods

by



Witness my hand and seal on this date.

Billy E. Mitts

Notary Public

My Commission Expires: 08/09/2016

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**  
2012-2111500

VMP®-4N(OK) (0305).02

Page 8 of 8

Initials: JFN  
Raw

BOOK 1587 PAGE 616

**NOT AN  
EXHIBIT A  
OFFICIAL  
COPY**

Lots Seventeen (17) and the South Twenty-three (23) feet of Lot Eighteen (18),  
Block Sixteen (16), Townsite of Lynchville, Ponca City, Kay County, Oklahoma.

**VIEW ADDITIONAL LAND RECORDS AT  
OKCOUNTYRECORDS.COM**

# Tax Roll Inquiry

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## Kay County Treasurer

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**Rhonda Stephens, Treasurer**

219 S. Main Newkirk, OK 74647

Phone: 580-362-2523

Fax: 580-362-1101

E-Mail: rstephens@courthouse.kay.ok.us



20230005962

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## Owner Name and Address

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WOODS, ROGER A &amp; IRMA F REV

LVG TRUST

407 S 5TH

PONCA CITY OK 74601-0000

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## Taxroll Information

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Tax Year : 2023

Property ID : 0820-00-016-017-0-000-00

Location : 407 S 5TH PONCA CITY, OK

School District : 71A PONCA-CITY Mills : 96.43

Type of Tax : Real Estate

Tax ID : [REDACTED]

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## Legal Description and Other Information:

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P C-LYNCHVILLE ADD BLOCK 16 LOT 17 &amp; S 25' LOT 18 1.78 Lots

Assessed Valuations	Amount
Land	381
Improvements	4667
Exemptions	1000
Net Assessed	4048

Tax Values	Amount
Base Tax	390.00

Tax Values	Amount
<b>Penalty</b>	<b>0.00</b>
<b>Fees</b>	<b>0.00</b>
<b>Payments</b>	<b>390.00</b>
<b>Total Paid</b>	<b>390.00</b>
<b>Total Due</b>	<b>0.00</b>

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/20/2023	13056	Check	Taxes	390.00	CORELOGIC, INC->3001 HCKBERRY ROAD->IRVING TX...

Login (build: 25304:20240621.2)  
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