



LT1-5-2010074890-1



LT2-0-0-7

After Recording Return To:  
Compliance and Asset Management  
District of Columbia Housing Finance Agency  
815 Florida Avenue, NW  
Washington, D.C. 20001-3017

AFTER RECORDING  
RETURN TO:  
ELITE SETTLEMENTS, LLC  
1717 ELTON ROAD  
SUITE #213  
SILVER SPRING, MD 20903  
DEED OF TRUST

File No.: ES10-2360  
Tax ID No.: SQ 5920 Lot 033  
Title Ins.: O.R. 3 of 3

DEED OF TRUST

THIS DEED OF TRUST (this "Deed of Trust") is made as of the 24 day of August, 2010, among the Grantor Trayon White and Tiarra White (the "Borrower") and **MICHAEL L. WHEET and HARRY D. SEWELL**, as Trustees (the "Trustees"), for the benefit of the **DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY**, a corporate body and an instrumentality of the government of the District of Columbia whose address is 815 Florida Avenue, NW, Washington, D.C. 20001 (together with its successors and assigns, the "Lender").

WHEREAS, This \$10,000 was loaned to the Borrower for the sole purpose of Downpayment and Closing Cost Assistance in conjunction with an additional loan in the principal amount of \$ 194,275.00 funded under the District of Columbia Housing Finance Agency's Single Family Mortgage Revenue Bond Program. The debt is evidenced by a Deed of Trust Note.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$10,000 which indebtedness is evidenced by Borrower's Deed of Trust Note dated August 24, 2010 and all extensions and renewals thereof (herein "Note"), providing for the payment of the indebtedness due upon the refinancing, sale of property or if the property ceases to be the primary residence of the Borrower, whichever occurs first.

THIS Deed of Trust SECURES to Lender: (i) the repayment of the indebtedness evidenced by the Note; (ii) the payment of all other sums, if any, as provided in this Deed of Trust; and (iii) the performance of the covenants and agreements of Borrower herein contained and in the Note, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustees, in trust, with the power of sale, certain real property which currently has the address of 1109 Wahler Place, SE, Washington, DC 20032, Washington, District of Columbia and which is further described in Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all rights, privileges, easements, appurtenances, fixtures and rents all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust. All replacements and additions shall also be covered by this Deed of Trust. And all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Trustees and their respective successors in trust forever, for the purposes specified in this Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for the First Deed of Trust (hereinafter defined) and other encumbrances of record acceptable to the Lender under the First Deed of Trust. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**UNIFORM COVENANTS**, Borrower and Lender covenant and agree as follows:

**1. Payment of Principal.** Borrower shall promptly pay when due the principal indebtedness evidenced by the Note.

No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from obligations of the debt due under the Note and this Deed of Trust or performing the covenants and agreement secured by this Deed of Trust.

Notwithstanding the foregoing, all amounts due hereunder or under the Note shall be due on any sale or other

conveyance of the Property or any interest therein.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 hereof shall be applied by Lender first to the principal of the Note.

**3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust and leasehold payments or ground rents, if any.

This Deed of Trust is expressly made subject and to the terms and conditions specified in that certain Deed of Trust from Borrower to the First Lender (as hereinafter defined) dated August 24 \_\_\_\_\_, 2010, recorded as instrument No. see prior inst. \_\_\_\_, with the District of Recorder of Deeds (the "First Deed of Trust") securing that certain Note having an original principal face amount of \$194,275.00 dated August 24 \_\_\_\_\_, 2010, (the "First Note"), made by the Borrower payable to the District of Columbia Housing Finance Agency (the "First Lender"), including any unpaid taxes and insurance payments which are due and payable.

In the event of a foreclosure of the First Deed of Trust, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving the Property through a foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

**4. Owner Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Note and this Deed of Trust. Borrower must occupy the Property as principal residence for 60 months (5 years) following loan closing which will be monitored annually.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards in such amounts and for such periods as Lender may require under the First Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.**

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest.

If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustees under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** This Deed of Trust shall be governed by the laws of the District of Columbia. The foregoing sentence shall not limit the applicability of Federal Law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation thereof.

**15. RESERVED.**

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all

sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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

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

**17. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration, foreclosure and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale, foreclose this Deed of Trust by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

*The Borrower's loan is funded by HUD HOME Investment Partnership Program Proceeds ("HOME Program"), and all applicable HOME Program requirements contained in title 24 of the Code of Federal Regulations "CFR" Part 92 shall be applicable to and made a part of this Deed of Trust. If there is a conflict between the terms of this Deed of Trust and the applicable requirements of the HOME Program as contained in 24 CFR Part 92, the requirements of the HOME Program shall prevail. Such requirements contained in 24 CFR Part 92 shall include, but are not limited, to the following:*

*A. The Borrower must qualify as low-income with an annual income not exceeding 80 percent of the median income for the area as defined in 24 CFR 92.2.*

*B. All HOME Program requirements shall be applicable to HOME Program fund recipients for a period of time called the "period of affordability," based upon the amount of the HOME assistance received as follows: under \$15,000, the minimum period is 5 years pursuant to 24 CFR 92.254(a)(4). The period of affordability starts on the date the HOME Program funded loan closes and will be monitored annually.*

*C. Within the applicable period of affordability described in paragraph (B) above, upon sale of the Property funded in whole or in part with HOME Program funds or if the Property funded in whole or in part with HOME Program funds ceases to be the principle residence of the HOME Program fund recipient, the entire amount of the HOME Program funded loan shall be repaid in full.*

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to entry of a judgement enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustees' remedies as provided in Paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment

and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect rents of the Property including those past due. All rents collected by the Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable Attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustees to release this Deed of Trust and shall surrender all notes evidencing indebtedness secured by this Deed of Trust to Trustees. Trustees shall release this Deed of Trust without charge to Borrower; provided, however, if the Note is paid in full before the end of the period of affordability, this Deed of Trust will be replaced by a document to be recorded in the land records of the District of Columbia to evidence the remaining period of affordability. Borrower shall pay all costs of recordation, if any.

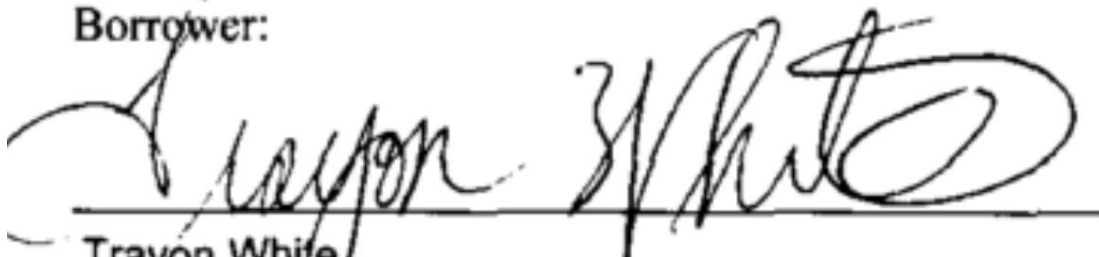
**21. That the Note has been identified by signature and seal of the Notary Public acknowledging the execution of this Deed of Trust.** The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, his heirs, personal representative, successors and assigns, the Trustees and any successor, or substitute trustee, and the Holder. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

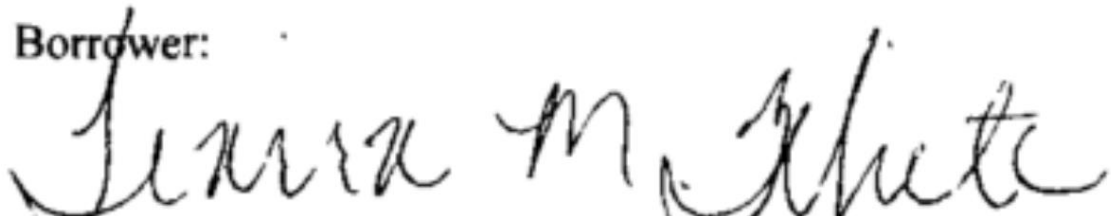
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set fourth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Borrower:

  
\_\_\_\_\_  
Trayon White

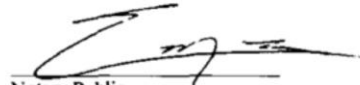
Borrower:

  
\_\_\_\_\_  
Tiarra White

MONTGOMERY COUNTY, MARYLAND  
DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this <sup>24<sup>th</sup></sup> day of <sup>AUGUST</sup> ~~2009~~, <sup>2010</sup>, before me, the undersigned Notary Public of the District of Columbia, personally appeared IRATON T. WINT known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 10/30/11



## [Signature Page to Deed of Trust]

### Exhibit "A"/ Schedule "A" Legal Description

All that certain lot or parcel of land situate in the District of Columbia, Prince George's County and being more particularly described as follows:

Lot 85 in Square 5920, in a Subdivision made by District of Columbia Housing Authority and other's, as per Plat recorded in the Office of the Surveyor for the District of Columbia, in Liber 190 at folio 29

For informational purposes only, the property address is: 1109 Wahler Place, SE, Washington, DC 20032

Document Type: TRUST

Document Number: 2010074890

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Number of Pages: 7

Consideration Amt.:

## Name Information

**Grantor:**

WHITE TIARRA  
WHITE TRAYON

**Grantee:**

SEWELL HARRY D  
WHEET MICHAEL L

## Legal Description

**Legal Description:**

5920 / 0085



Doc# 2010074890 Fees:\$61.50  
08/27/2010 1:03PM Pages 7  
Filed & Recorded in Official Records of  
WASH DC RECORDER OF DEEDS LARRY TODD

RECORDING  
SURCHARGE

\$  
\$

55.00  
6 50