

**PURCHASE MONEY
PGCPAP DPCCA DEED OF TRUST
AND REGULATORY AGREEMENT
(PRINCIPAL RESIDENCE)**

This **PGCPAP DPCCA REGULATORY AGREEMENT, DECLARATION OF COVENANTS AND DEED OF TRUST** (“Deed of Trust”) made this ____ day of **«SettlementMonth»**, 2018, by and among **«Buyer 1» «Buyer 2»**, borrower(s) (hereinafter referred to as (“Borrower(s)”), whose address is **«Street Address», «City State Zip»**, and Jared McCarthy and Gail D. Francis (collectively the “Trustees”) whose address is 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772, on behalf of Prince George’s County, Maryland (the “County”), a body corporate and politic, whose address is 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772. (The County and any subsequent holder of the Note referred to below, hereinafter is called the “Beneficiary”).

Recitals

WHEREAS, The Prince George’s County Down Payment and Closing Costs Assistance (“DPCCA”) Loan Program is funded by the **HOUSING INVESTMENT TRUST FUND, pursuant to CD-21-2012**. To provide funding to local governments to assist income-eligible, first-time homebuyers in the purchase of safe and sanitary homes in distressed areas; and

WHEREAS, the **PGCPAP** provides down payment and closing costs assistance to eligible, first time homebuyers to purchase residential property located within Prince George’s County, Maryland and

WHEREAS, the Borrower has filed an application (“Loan application”) with the County for a **PGCPAP DPCCA** Loan; and

WHEREAS, the County has approved Borrower’s Loan application and has agreed to provide the Borrower with a **PGCPAP DPCCA** Loan in the amount of **«Long Loan Amount» (\$«Loan Amount»)** from the County’s **PGCPAP**.

WHEREAS, the Borrower is justly indebted to the County in the principal sum of **«Long Loan Amount» (\$«Loan Amount»)** (together with any sums that may become owing under the Loan Documents) for the **PGCPAP DPCCA** Loan, which is evidenced by a **PGCPAP DPCCA** Promissory Note (“Note”) and this Deed of Trust to be executed by Borrower at the time of closing on this Loan; and

WHEREAS, the Borrower and Beneficiary have mutually agreed to secure the Borrower's repayment obligations to the County pursuant to the terms of this Deed of Trust, the Note, the Loan application, and any other documents evidencing the indebtedness secured hereby (collectively referred to as the "Loan Documents"); and

WHEREAS, the Borrower, for herself/himself/themselves and her/his/their successors and assigns, covenants and agrees as a part of this Deed of Trust, as follows:

Granting Clause

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the Borrower irrevocably grants and conveys to the Trustees, in trust for the Beneficiary, in fee simple, all of that land located in Prince George's County, State of Maryland (the "Land"), which is more particularly described in Exhibit "A" attached hereto, and incorporated by reference, together with:

- A. All buildings and improvements of every kind and description now or hereafter erected or placed on the Land and all fixtures which are, or which may hereafter be, attached to the Land;
- B. All the rights, roads, alleys, ways, waters, privileges, easements, profits and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest and estate hereafter acquired by the Borrower in the Land;
- C. All building material and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures;
- D. Any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- E. All proceeds of casualty insurance on the Land, the improvements or any part thereof; and any real estate tax rebates or refunds which it is determined the Borrower is entitled to receive; and
- F. All rents, profits and proceeds of any of the foregoing.

TO HAVE AND TO HOLD said Land, property, improvements and other property and rights described above (hereinafter collectively, the "Property") in fee simple, to the Trustees, their successors and assigns, in trust, to secure the Beneficiary with respect to the indebtedness and terms of this Deed of Trust and the indebtedness and terms of the Note executed by the Borrower(s) in favor of Beneficiary.

PROVIDED, HOWEVER, that until the occurrence of a default, and subject to the terms of this Deed of Trust, the Borrower shall have the right to remain in quiet and peaceful possession and enjoyment of the Property.

Section 1
Debt

1. Incorporation of Recitals -The Recitals are incorporated herein by reference and shall become operative provisions of this Deed of Trust
2. Payment and Terms – The Borrower hereby covenants and agrees as follows:

A. Term of Loan. The term of the loan evidenced hereby shall commence on the date hereof for the principal sum of «Long Loan Amount» (\$«Loan Amount») (the “PGCPAP DPCCA Loan” or the “Loan”) and continue until the all amounts outstanding hereunder (or under any Loan Document) become due and payable, at which time Borrower will immediately pay such amounts to the County. Borrower understands that the Loan is not forgiven over time and is fully due and payable upon the occurrence of any Triggering Event (defined below). All outstanding amounts will become due upon the occurrence of any of the following events (a “Triggering Event”):

- (1) the Property ceases to be the Borrower’s primary residence; or
- (2) the Property is sold, assigned, leased (in its entirety), or title is otherwise transferred; or
- (3) the first trust loan is refinanced with consent of the County and the County determines sufficient equity is available for repayment; or
- (4) an Event of Default occurs, and the Trustee or Beneficiary (as applicable) declares all amounts due hereunder immediately due and payable under Paragraph 4 of the Note and Paragraph 6 of Section 2 of the Deed of Trust.

B. Rate of Interest – Interest shall only be charged if an Event of Default (as defined in Section 2, Paragraph 5 below) occurs. The rate of interest charged on the outstanding balance shall be at an annual rate of **5.75% simple interest**, which shall accrue on monthly basis, from the date of the Event of Default until all amounts due are paid in full.

C. Payment – Payment shall be due upon the occurrence of any Triggering Event, at which point the outstanding principal balance together with all accrued interest thereon, and any other sums due, shall be due and payable in full.

D. Late Fee - Any payment due during the term of this Loan not paid within fifteen (15) days of the date payment becomes due shall incur a late payment charge of five percent (5%) of the amount due.

E. Application of Payment. Any payment made on account of this Deed of Trust shall be applied (i) first to the payment of late charges and interest, if any, (ii) second, to any

amounts advanced by the Beneficiary pursuant to Paragraph 6 of Section 2 below, and (iii) third, to the principal balance of the Loan.

F. Place of Payment. Any payment made on account of the Note shall be made by money order, certified check, bank check, or cashier's check, which at the time is legal tender for the payment of public debt. Other forms of payment may be accepted upon prior approval by the County. Payments shall be made during regular business hours at such offices designated by the County or any other place as the County may designate in writing.

G. Payoff Date. The entire principal balance of the Loan together with any unpaid accrued interest and late charges, and any other sums due, shall be due and payable on the date of any Triggering Event.

H. PGCPAP DPCCA Loan Repayment. The **PGCPAP** provides down payment and closing cost assistance to first time homebuyers to purchase a property located within Prince George's County, Maryland. Nevertheless, the **PGCPAP** requires repayment of the Loan upon any Triggering Event. This repayment provision ensures that the assistance provided hereunder is used to make housing affordable to moderate and high income families. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF THE PROPERTY IS SOLD OR REFINANCED AT ANY TIME WITHOUT THE CONSENT OF THE COUNTY (AND IN THE CASE OF A REFINANCING, WITHOUT A COUNTY-APPROVED SUBORDINATION AGREEMENT RECORDED IN THE LAND RECORDS AT THE TIME OF REFINANCING), THE BORROWER AGREES TO REPAY THE LOAN IMMEDIATELY UPON SUCH SALE OR REFINANCE.**

I. Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary of Housing and Urban Development ("Secretary") shall not be considered a conveyance for purposes of Paragraph 2(A)(2) above. A trust shall not be considered an occupant or be considered as having a principal residence for the purpose of Paragraph G.

J. All other payment terms of the Note are incorporated herein by reference.

K. It is a condition precedent to the making of this Loan that the performance of all the Borrower's obligations to the County now or hereafter contracted are to be secured by the execution of this Deed of Trust.

Section 2
Covenants

The Borrower, in order to more fully protect the security of this Deed of Trust, covenants and agrees with the Beneficiary, its successors and assigns, as follows:

1. Amendments. No modification, alteration, extension, release or waiver of this Deed of Trust shall be effective unless expressly made in writing and executed by Beneficiary.
2. Assent to decree; power of sale. The Borrower hereby, upon the occurrence of an Event of Default, as described Paragraph 5 of this Section, which remains uncured after the expiration of any applicable cure periods (a) declares his/her/their assent to the passing of a decree for the sale of the Property or any estate or interest therein by any equity court having jurisdiction over the sale of the Property, and (b) authorizes and empowers the Beneficiary to take possession and sell the Property or interest therein according to the provisions of Title 14 of the Maryland Rules of Procedures, and any applicable Article of the Real Property Article of the Annotated Code of Maryland, as amended, and of laws, statutes, or ordinances relating to or affecting deeds of trust or security agreements, including any amendments thereof or additions thereto. Neither the foregoing assent to decree nor the foregoing power of sale shall be exhausted if such proceeding or sale is dismissed or canceled before the indebtedness secured hereby is paid in full.
3. Beneficiary's Expenses. The Borrower shall pay all reasonable costs, charges and expenses, including reasonable attorneys' fees, unless covered by title insurance, which the Beneficiary may incur or expend in defending or enforcing the validity or priority of this Deed of Trust, or any term, covenant or condition hereof, or in collecting any sum secured hereby, or in protecting the security of the Beneficiary, or, if an Event of Default shall happen, in administering and performing its powers, privileges and duties hereunder. The Beneficiary may make advances or payments for such purposes but all advances or payments made by the Beneficiary for such purposes shall be repayable at once by the Borrower and shall bear interest at the rate provided in the Note from the date the same shall be become due and payable until the date paid, and any such sum or sums with interest as aforesaid shall become a part of the indebtedness secured hereby; but no such advance or payment shall relieve the Borrower from any Event of Default hereunder.
4. Compliance with Laws. The Borrower shall promptly and faithfully obey and comply with the Act and all laws, statutes, ordinances, rules, regulations, requirements and orders of any governmental authority or agent having jurisdiction over the Property, or the use, condition or occupancy of the Property.
5. Default. In the event of an Event of Default, the interest charged on the outstanding principal balance shall be at an annual rate of **5.75% simple interest** and shall accrue on a monthly basis, from the date of the Event of Default until all amounts due are paid in full. The occurrence of any one or more of the following events shall be deemed an "Event of Default" for the purpose of this Deed of Trust:

- (i) The determination by Prince George’s County, Maryland that at any time during the life of the Loan, the Borrower did not meet one or all of the **PGCPAP DPCCA** Program qualifications at the time of the making of this Loan, or the determination that the proceeds of this Loan were used for any other purpose other than down payment and closing cost assistance associated with the purchase of the Property;
- (ii) The refinancing of any outstanding loan(s) secured by, or any lien on, the Property, or any portion thereof, during the term of this Loan, **without the prior written consent of the County and a County-approved subordination agreement recorded in the land records at the time of refinancing**;
- (iii) The failure to repay the outstanding Loan amount following any Triggering Event;
- (iv) The failure to timely pay all taxes imposed upon the Borrower and the Property prior to the date when any interest or penalty would accrue for non-payment, except for those taxes being contested in good faith by appropriate proceedings by the Borrower;
- (v) If the Borrower or any party on behalf of or against Borrower:
 - a. Files any petition for relief under Title 11 of the United States Code, as amended (the “Bankruptcy Code”); or
 - b. Files any petition or pleading initiating any State or Federal insolvency proceeding; or
 - c. Makes or files any petition to initiate an assignment or composition for the benefit of creditors; or
 - d. Files any petition or pleading initiating any action seeking a judicial modification or alteration of the rights of Beneficiary;
- (vi) If Borrower shall:
 - a. Become insolvent, as that term is defined in the Bankruptcy Code or other applicable law; or
 - b. Become unable to pay debts generally as they become due;
- (vii) If any court of competent jurisdiction enters an order appointing a trustee or receiver of or for the Property, or a substantial portion of the Property, or for the Borrower, and such order is not stayed within sixty (60) days of entry;

- (viii) If the Borrower fails to pay or perform any of his/her/their obligations under any Loan Document, or any other mortgage, deed of trust, security agreement or other instrument that creates a lien upon the title to the Property, which is not cured within any permissible grace period, if any, specified in any such instrument;
- (ix) If any representation or warranty of the Borrower contained in this Deed of Trust, the Note, or any other document or certificate executed in connection with the Loan or application for the Loan shall be untrue or becomes untrue while the Loan is outstanding in any material respect and is not rectified within thirty (30) days after becoming untrue; or

6. Default: Beneficiary's Rights. Upon the occurrence of any Event of Default, the County or the Trustee may, in addition to any remedy granted or existing by law or equity, or by custom, usage or otherwise, without further notice to or demand upon the Borrower or any other party having an interest in the Property, and without regard to the value of the Property held as security for the indebtedness due hereunder or the solvency of any entity liable for the payment of such indebtedness, at its option and in its sole discretion, do any or all of the following:

- (i) Declare the entire amount of the indebtedness evidenced by the Note which is then unpaid, including any interest and other unpaid sums accruing thereunder, and any other amounts payable under the provisions of this Deed of Trust, to be immediately due and payable;
- (ii) Cure any Event of Default without releasing the Borrower from any obligation hereunder.
- (iii) Commence and maintain one or more actions at law or in equity or by any other appropriate remedy:
 - (a) To protect and enforce the Beneficiary's rights, whether for the specific performance of any covenant or Agreement herein contained (which covenants and Agreements the Borrower agrees shall be specifically enforceable by injunctive or other appropriate equitable remedy);
 - (b) To collect any sum then due hereunder;
 - (c) To aid the execution of any power herein granted; or
 - (d) To foreclose this Deed of Trust.
- (iv) Use, convert to cash, dispose of, transfer, sell or assign any and all reserves, deposits or escrows held for its benefit, including letters of credit, for any purpose necessary, desirable, or useful, in Beneficiary's

sole discretion, for the construction, maintenance, protection or preservation of the Property.

7. Duration of Covenants. The provisions of this Deed of Trust shall remain in full force and effect at all times with respect to the Property so long as this Loan is outstanding. Notwithstanding anything to the contrary, all restrictions relating to the occupancy or resale covenants contained herein shall automatically and permanently terminate upon foreclosure, deed-in-lieu of foreclosure, or, if applicable, any assignment of the insured mortgage to the Department of Housing and Urban Development of Prince George's County, Maryland. Any and all restrictions permanently terminated through actions listed in this paragraph shall be permanently extinguished and as such shall not be available for enforcement upon subsequent resale by the mortgagee, or Prince George's County, Maryland.
8. Foreclosure Sale. If any or all of the Property or any estate or interest therein is to be sold under the provisions of this Deed of Trust, by virtue of a judicial sale or otherwise, it may be sold at public auction, as an entirety or in one or more parcels, by one or by several sales held at one time or at different times, with such postponement of any such sale as the Trustee may deem appropriate and without regard to any right of the Borrower or any other person to the marshaling of assets. Any such sale or sales shall be held at such time or times and at such place or places, and shall be made upon such terms and conditions and after such previous public notice as required by law, as the Trustee may deem appropriate. The Beneficiary may bid and become the purchaser at any such sale, and shall, upon presentation of the Note or a true copy thereof at such sale, be credited for the unpaid balance due under the Note and any interest accrued and unpaid thereon, or such portion of such unpaid balance or interest as the Beneficiary may specify, against any price bid by the Beneficiary, Trustees or its Agents. The terms of sale being complied with the Trustee shall convey to and at the cost of the purchaser at such sale the Borrower's interest in so much of the Property as is so sold, free of and discharged from all estate, right, title or interest of the Borrower at law or in equity, such purchaser being hereby discharged from all liability to see to the correct application of any financing.
9. Foreclosure: Application of Proceeds. In the case of any sale of the Property or any interest thereof, whether under the power of sale herein granted, assent to decree or other judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property shall be applied as follows:
 - A. FIRST, to pay all proper costs, charges, attorneys' fees and expenses, taxes or other fees due upon the Property at the time of sale unless said sale is made subject to any such taxes and if necessary, to pay a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of property under decrees of the equity court having jurisdiction;
 - B. SECOND, to pay whatever may then remain unpaid of the principal indebtedness hereunder and interest thereon to the date of payment, whether the same shall be due or not, it being agreed that the indebtedness shall, upon such sale being made before the

maturity of the indebtedness, be and become immediately due and payable at the election of the Beneficiary;

10. Environmental Covenant.

A. Borrower shall comply with the requirements of any Hazardous Material laws and related regulations and shall notify Beneficiary immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Property.

B. Borrower(s) hereby absolutely, unconditionally, and irrevocably indemnifies and holds harmless Beneficiary and Trustees against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Beneficiary or Trustees, whether as beneficiary under the Deed of Trust, as mortgagee in possession, or as successor-in-interest to Borrower by foreclosure deed or deed in lieu of foreclosure or otherwise, with respect to:

(i) any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Premises whether or not the same originates or emanates from the Premises, including any loss of value of the Premises as a result of any of the foregoing; or

(ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws; or

(iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Premises; and;

(iv) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.

C. This agreement is made upon the express condition that Prince George's County Maryland, Prince George's County Department of Housing and Community Development (DHCD), Prince George's County **PGCPAP**, and their respective agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or death to the Borrower(s), or any person, as a result of the presence of mold or

mold spores that may be present or that may have been present upon said premises or any part thereof during the term of occupancy or use of said premises or any activity carried on by the Borrower in connection herewith, and the Borrower hereby covenants and agrees to indemnify, defend, save and hold harmless the Prince George's County Department of Housing and Community Development (DHCD), Prince George's County **PGCPAP**, their respective agents and employees from all liabilities, claims, suits or losses however occurring or damages growing out of the same.

11. Governing Law and Severability.

- A. This Deed of Trust shall be construed according to the laws, rules and regulations of the Prince George's County, Maryland as well as all applicable federal laws and regulations. Should any article, requirement or provision of Loan Documents concerning the Property be in conflict with the regulations or rulings of Prince George's County, Maryland, the regulations or rulings of the Housing Investment Trust Fund Program will prevail and supersede the conflicting article, requirement or provision of the Loan Documents.
- B. Should any article, requirement or provision of these covenants be declared invalid in the lawful judgment or degree of any court of competent jurisdiction, its invalidity shall not affect the validity of any of the remaining articles, requirements or provisions. The said parties for themselves, their heirs, successors, executors, administrators, and assigns do hereby agree to the full performance of the covenants herein contained.

12. Use of **PGCPAP DPCCA** Funds and **PGCPAP DPCCA** Requirements

- A. Use of **PGCPAP DPCCA** Funds. The **PGCPAP DPCCA** funds shall be disbursed at the settlement for the acquisition of the Property. The Borrower covenants that said funds will be used in accordance with the applicable provisions of the **PGCPAP**.
- B. Flood Insurance. The property is not located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless:
 - (i) The area participates in the National Flood Insurance Program; and
 - (ii) Flood insurance is obtained.

13. Housing Quality. The Property must (1) pass a Housing Quality Standards (HQS) Inspection and (2) if the Property is included within an FHA program, meet minimum FHA Housing Standards as determined by the FHA Appraisal. The County and/or its Agents shall have the right to inspect the Property for compliance with the **PGCPAP DPCCA** guidelines, including, but not limited to, all applicable local codes and zoning ordinances. Deficiencies identified in both the HQS Inspection and any FHA Appraisal, as reflected in FHA Compliance Inspection Report (HUD-92051), must be corrected

prior to closing. All deficiencies identified in the HQS Inspection Report that are an imminent threat to life, health, or safety, as determined by the HQS inspector and PGCPAP staff, must be corrected prior to occupancy. In addition, the Borrower must procure an independent home inspection performed by a home inspector licensed by the State of Maryland (such inspection, an "Independent Inspection"). **Notwithstanding the foregoing, if and only if the improvements in and on the property are newly constructed (i.e. never before occupied and completed within 60 days prior to the date first written above) and a use and occupancy certificate has been issued by Prince George's County for said improvements, then the Borrower may proceed without an Independent Inspection, provided that Borrower acknowledges as follows:**

Borrower understands that the HQS Inspection Report is not the equivalent of an Independent Inspection, and Borrower is not relying on said HQS Inspection Report for the purpose of ascertaining whether the improvements in and on the Property are constructed without defect or in violation of any applicable codes, laws, or regulations. Moreover, Borrower forever waives any and all rights it may have against Beneficiary as a result of Borrower's decision to proceed without an Independent Inspection. Borrower's Initials: _____.

14. Indemnity. The Beneficiary shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Borrower under any lease; and the Borrower hereby agrees to indemnify the Beneficiary for and to save it harmless from any and all liability or reasonable expense (including that of attorneys' fees and expenses and costs of collection) arising from any obligations, duties or responsibilities under the Loan Documents. The Beneficiary shall not be liable for any negligence of the Borrower or any agent, invitee or licensee of the Borrower in the upkeep, repair or control of the property resulting in any property damage, personal injury or death. This indemnification shall survive the foreclosure of this Deed of Trust, the acceleration of the Note, or the acceptance of a deed in lieu of foreclosure.
15. Insurance. The Borrower shall maintain, at all times during the term of this Loan, liability and property hazard and replacement insurance in form, substance and amounts, and with companies as the Beneficiary may require from time to time to protect the Property against risk of loss, including, but not limited to, the replacement value of the Property.
16. Liens. The Borrower shall keep the Property free from all liens and claims of every kind, except such as are approved by the Beneficiary in writing or as permitted by this Deed of Trust.
17. Non-Discrimination. The Borrower will comply with the provisions of all Federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, creed, national origin, sex, familial status, marital status, age or physical or mental handicap, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VII of the Civil Rights Act of 1968, as amended (Public Law 90-284); and the Fair Housing Act (42 U.S.C. Subsection 3601-3620), and Sections 19 and 20 of Article 49B of the Annotated Code of Maryland, as amended.

18. Notices. Any notice to the Borrower shall be sufficient if made in writing and delivered to the Borrower, or sent by certified, registered or express U.S. mail; return receipt requested to the Borrower at the address set forth on the first page of this Deed of Trust or at such other address as the Borrower may notify the Beneficiary in writing. Mailed notices to the Borrower shall be considered to have been given at the time they are delivered or deposited in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to the Beneficiary shall be effective when written notice is received in hand by the Beneficiary. Borrower hereby states that a copy of all notices will be sent as follows:

FOR THE COUNTY/BENEFICIARY:

Prince George's County
Chief Administrative Officer
14741 Governor Oden Bowie Drive
5th Floor
Upper Marlboro, MD 20772

FOR THE BORROWER:

«Buyer_1»
«Street_Address»

19. Payment of Principal and Interest. The Borrower covenants to pay promptly the principal of this Loan at the date, place and in the manner provided in the Note or this Deed of Trust.
20. Prepayment of Loan. The Borrower may prepay this Loan in part or in full at any time. Such prepayment shall be without premium or penalty; provided, however, that the foregoing shall in no way limit accruing interest charges for an Event of Default or late fees. If the Borrower elects to prepay the full indebtedness of this Loan in accordance with the terms of the Note, the County will release the covenants and the restrictions set forth herein.
21. Representations and Warranties. The Borrower represents and warrants to the Beneficiary that as of the date hereof:
- A. The Borrower has the authority to enter into this Deed of Trust pursuant to the laws of the State of Maryland and may hold title to real property in the State of Maryland.
 - B. All statements or information contained in all applications, correspondence or other materials delivered to the Beneficiary for its consideration of the Loan or the **PGCPAP** Program are true and correct as of the date hereof in all material respects and Borrower has not misstated, misrepresented, omitted, or otherwise provided misleading facts, statements or information.
 - C. No event has occurred and no condition currently exists that constitutes an Event of Default under this Deed of Trust or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.
 - D. Borrower has no knowledge of any Hazardous Material at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate;

and (ii) Grantor shall not cause or permit to exist any Hazardous Material at, upon, under, or within the Property. (The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table ([49 CFR 172.101](#)) or by the Environmental Protection Agency as hazardous substances ([40 CFR Part 302](#)); or (ii) such substances, materials, or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and any amendments thereto or orders, regulations, directions, or requirements there under; or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.)

22. Representations: Further Assurances. The Borrower shall, within fifteen (15) days after being requested to do so, execute and record, or file, every further instrument, document, renewal or assurance as may be requisite in the Beneficiary's sole and reasonable opinion to (a) subject the Property to the lien of this Deed of Trust, (b) perfect, preserve or protect such lien, (c) secure the rights and remedies of the Beneficiary and the Trustees, or (d) transfer the Property to any new trustee or trustees. The Borrower shall repay to the Beneficiary promptly after demand of all reasonable expenses, charges and taxes if any are due in connection therewith.
23. Rights Cumulative, Non-Exclusive. The rights, powers, and privileges (hereinafter collectively called the "Rights") specifically granted to the Beneficiary under this Deed of Trust are not in limitation of but in addition to those which it is entitled under any general or local law relating to deeds of trust and mortgages in the State of Maryland, now or hereafter existing. The Rights to which the Beneficiary may be entitled shall inure to the benefit of its, successors and assigns. All of the Rights of the Beneficiary are cumulative and not alternative and may be enforced successively or concurrently. Failure of the Beneficiary to exercise any of its Rights shall not impair any of its Rights nor be deemed to apply to any other such Rights nor shall any waiver be effective unless in writing and signed by the party waiving the right.
24. Substitution of Trustees. The Beneficiary shall have, and is hereby granted with warranty of further assurance, the irrevocable power to appoint a substitute Trustee or Trustees hereunder to be exercised at any time without notice by filing for record in the office where this instrument is recorded a deed of appointment. Upon the recordation of such deed of appointment, the Trustee or Trustees so appointed shall become fully vested with identically the same title and estate in and to the Property and with all the rights, powers, trusts and duties of their, his or her predecessor in trust hereunder with like effect as if originally named as Trustee or Trustees hereunder.
25. Successors and Assigns. The terms and conditions agreed to by the Borrower and the grants and covenants of the Borrower shall be binding upon the Borrower and her/his/their successors and assigns. This provision does not waive any prohibition of assignment or any requirement of consent to any assignment under the other provisions

of this Deed of Trust; and consent to an assignment shall not be consent to any further assignment, each of which must be specifically obtained in writing.

26. Time of Essence. Time is of the essence with respect to every term and condition of this Deed of Trust.
27. Warranty of Title. The Borrower hereby warrants specially the Property and every part thereof, whether now owned or hereafter acquired, to the Beneficiary and its successors and assigns subject only to the encumbrances of record in the Land Records for Prince George's County. The Borrower covenants that it will comply with all the terms, covenants and conditions of all agreements and instruments of writing which have been recorded in the Land Records for Prince George's County, Maryland, or which are known to Borrower affecting the Property.
28. Primary Residence Restrictions. The **PGCPAP** does not provide assistance to investors or for the purchase of rental properties or second homes. The property secured by the **PGCPAP** Deed of Trust must be the Borrower's primary residence for the entire Loan term. This Deed of Trust shall be recorded in the land records of Prince George's County, and Borrower agrees to comply with the primary residence requirements. In addition, The Prince George's County Department of Housing and Community Development or its designated agent will conduct an annual certification and may require proof of residency to ensure compliance with this requirement.

Exhibit A: Legal Description of the Land

Addenda or Riders (mark if attached)

CERTIFICATION

This is to certify that the foregoing **PGCPAP** DPCCA Deed of Trust and Regulatory Agreement: (mark the appropriate item)

_____ was prepared by or under the supervision of _____, an attorney admitted to practice before the Court of Appeals of Maryland; or

_____ was prepared by _____, an authorized representative of one of the parties to the instrument.

Signed by: _____ Title: _____ Date: _____

IN WITNESS WHEREOF, this **PGCPAP DPCCA** Deed of Trust and Regulatory Agreement has been duly executed by the Borrower and the County as of the date first written above.

ATTEST/WITNESS:

BORROWER:

By: _____

By: _____
«Buyer_1»

STATE OF: _____

COUNTY OF: _____ to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the undersigned Subscriber, a Notary Public of the State of _____ in and for the County aforesaid, personally appeared «Buyer_1» who identified himself/herself as the Borrower and executed the foregoing Deed of Trust.

My Commission expires: _____

WITNESS my hand and seal.

Notary Public

ATTEST/WITNESS:

BENEFICIARY:
Prince George's County, Maryland

By: _____

By: _____
Thomas Himler
Deputy Chief Administrative Officer
for Budget, Finance, Economic Development
and Administration

STATE OF MARYLAND :

COUNTY OF PRINCE GEORGE'S : to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the undersigned subscriber, a Notary Public of the State and County aforesaid, personally appeared, Thomas Himler, who acknowledged himself to be the Deputy Chief Administrative Officer for Budget, Finance, Economic Development and Administration for PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, and that as Deputy Chief Administrative Officer for Budget, Finance, Economic Development and Administration for PRINCE GEORGE'S COUNTY, MARYLAND, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation by himself as Deputy Chief Administrative Officer for Budget, Finance, Economic Development and Administration and that he has the power and authority to sign in said capacity to bind PRINCE GEORGE'S COUNTY, MARYLAND.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND :

COUNTY OF PRINCE GEORGE'S : to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the undersigned Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ **as agent of the party secured by this foregoing Deed of Trust**, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the secured party to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of said Deed of Trust and also made oath that he/she is the agent of the party secured and is duly authorized to make this affidavit.

WITNESS my hand and seal.

Notary Public

My Commission expires: _____

AFTER RECORDING RETURN TO:
PGCPAP POST CLOSING DEPARTMENT
Redevelopment Authority of Prince George's County
9200 Basil Court, Suite 504
Largo, MD 20774

EXHIBIT “A”

«Legal_Description»