City of Baltimore, Maryland
Recordation Tax Exempt
Director of Finance
06-16-2024 ALS
Baltimore City Circuit Court
IMP FD SURE $40.00
RECORDING FEE $20.00

TOTAL $60.00
XAC ES
Jun 17, 2024 02:29 pm

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

After recording please return to:
SERVICELINK
ATTN: LOAN MODIFICATION SOLUTIONS
320 COMMERCE, SUITE 100
IRVINE, CA 92602

[Space Above This Line For Recording Data]

LOAN NO.: 82-5201687

☐ **X" Box if "Purchase Money Deed of Trust"**

FHA Case No: 244-3183156

Investor Loan No: 0233875114

MARYLAND DEED OF TRUST

24027861O

Exemption Code: 12-108(a)(1)(i)

Principal Sum Secured: $ Thirty Three Thousand Four Hundred Eighty Six and 52/100ths

THIS DEED OF TRUST ("Security Instrument") is given on **May 13, 2024**. The Borrower is **CYNEITA LYNETT SMALLS AND TORREANTOE SMALLS**
Whose address is **2711 EDISON HIGHWAY, BALTIMORE, MD 21213**
("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Trustee is **Richard Harvey, Esq; Old Republic National Title Insurance Company**.
Borrower owes Lender the principal sum of **Thirty Three Thousand Four Hundred Eighty Six and 52/100ths** Dollars (U.S. $**33,486.52**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **June 1, 2054**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in **BALTIMORE CITY** County, Maryland:

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

Property Tax ID No.: **26-35-4179C-130** which has the address of **2711 EDISON HIGHWAY, BALTIMORE, MD 21213**, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

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

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

7. Acceleration; Remedies. If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

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

Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 7 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

9. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

10. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 7 of this Security Instrument.

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

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

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Maryland Deed of Trust dated **May 13, 2024** between **CYNEITA LYNETT SMALLS AND TORREANTOE SMALLS, Secretary of Housing and Urban Development** and

.

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

This loan transaction is governed by the Credit Grantor Closed End Credit provisions in Title 12, Subtitle 10 of the Commercial Law Article of the Annotated Code of Maryland.

Borrower - CYNEITA LYNETT SMALLS Date: 05/29/24

Borrower - TORREANTOE SMALLS Date: 5/29/24

ACKNOWLEDGMENT

State of Maryland §
§
County of Howard §
(or City of Baltimore)

On this 29th day of May, 2024, before me Paul E. Yang Notary Public, personally appeared **CYNEITA LYNETT SMALLS AND TORREANTOE SMALLS,** known or identified to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he (or they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Howard County, Maryland
NOTARY PUBLIC
Paul Eunzoon Yang
(Seal)

Signature of Officer

Paul Eunzoon Yang
Printed Name

Paul Eunzoon Yang
NOTARY PUBLIC
HOWARD COUNTY
STATE OF MARYLAND
My Commision Expires June11 2028

Title of Officer

My Commission Expires:

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

EXHIBIT A

BORROWER(S): CYNEITA LYNETT SMALLS AND TORREANTOE SMALLS

LOAN NUMBER: 82-5201687

LEGAL DESCRIPTION:

STATE OF MARYLAND, COUNTY OF BALTIMORE CITY, AND DESCRIBED AS FOLLOWS:

ALL THAT PROPERTY SITUATE IN BALTIMORE CITY, STATE OF MARYLAND, KNOWN AND DESCRIBED AS FOLLOWS, THAT IS TO SAY:BEGINNING FOR THE SAME ON THE EASTERN SIDE OF EDISON HIGHWAY AT THE DISTANCE OF 123 FEET NORTHERLY MEASURED ALONG THE EASTERN SIDE OF EDISON HIGHWAY FROM THE NORTHERN SIDE OF ELMORE AVENUE WHICH PLACE OF BEGINNING IS AT A POINT IN LINE WITH THE CENTER LINE OF ANOTHER PARTITION WALL THERE ERECTED, THENCE RUNNING NORTHERLY BINDING ON THE EASTERN SIDE OF EDISON HIGHWAY 19 FEET TO A POINT IN THE WITH THE CENTER LINE OF ANOTHER PARTITION WALL THERE ERECTED, THENCE RUNNING EASTERLY TO, THROUGH AND ALONG THE CENTER LINE OF SAID LAST 100 FEET TO THE WESTERN SIDE OF AN ALLEY 15 FEET WIDE THERE SITUATE, THENCE RUNNING SOUTHERLY BINDING ON THE WESTERN SIDE OF SAID 15 FOOT ALLEY WITH THE USE THEREOF IN COMMON WITH OTHER 19 FEET TO MEET A LINE DRAWN OF THE PARTITION WALL FIRST ABOVE MENTIONED IN THIS DESCRIPTION, THENCE RUNNING WESTERLY REVERSING SAID LINE SO DRAWN AND BINDING THEREON 100 FEET TO THE PLACE ON BEGINNING.BEING THE SAME PROPERTY AS CONVEYED FROM SHPOLAR EXPRESS LLC, A MARYLAND LIMITED LIABILITY COMPANY TO TORREANTOE SMALLS AND CYNEITA DANIEL-HOLLOWAY, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED BOOK 25895 PAGE 115 DATED 05/01/2023, RECORDED 05/16/2023, BALTIMORE CITY COUNTY, MARYLAND.

Property Tax ID No.: 26-35-4179C-130

ALSO KNOWN AS: 2711 EDISON HIGHWAY, BALTIMORE, MD 21213

State of Maryland Land Instrument Intake Sheet

☑ Baltimore City ☐ County: ____________

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	(✔ Check Box if addendum Intake Form is Attached.)			
		☐ Deed / Deed of Trust	☐ Mortgage / Lease	☒ Other DEED OF TRUST	☐ Other ______
2	Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]
3	Tax Exemptions (if applicable) Cite or Explain Authority	**Recordation**			
		State Transfer			
		County Transfer			

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$	$	Agent:
Surcharge	$	$	
State Recordation Tax	$	$	Tax Bill:
State Transfer Tax	$	$	
County Transfer Tax	$	$	C.B. Credit:
Other	$	$	
Other	$	$	Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	26-35-4179C-130				☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2)

2711 EDISON HIGHWAY BALTIMORE MD 21213

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential ✔ **or Non-Residential** ☐ **Fee Simple** ✔ **or Ground Rent** ☐ **Amount:**

Partial Conveyance? ☐ **Yes** ☐ **No** Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
CYNEITA LYNETT SMALLS	
TORREANTOE SMALLS	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
SECRETARY OF HOUSING AND URBAN DEVELOPMENT	

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person	
Name: Loan Modification Solutions	☑ Return to Contact Person
Firm: ServiceLink	☐ Hold for Pickup
Address: 320 Commerce Ste 100	
Order # 240278610 Phone: (800) 934-3124	☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

- ✔ Yes ☐ No Will the property being conveyed be the grantee's principal residence?
- ☐ Yes ✔ No Does transfer include personal property? If yes, identify: ________
- ☐ Yes ✔ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS: