

Order# 987985

Reference No: MAP 10 PARCEL 0003 DEED BOOK 412 PAGE 271

Property and Ownership Information			
Name	M and J, Inc.	Completed Date	06/20/2023
		Index Date	06/16/2023
Property Address	2701 JEFFERSON STREET NORTH, LEWISBURG, WV 24901	Report Type	Commercial Search
APN# / Parcel # / PIN#	13-10-0010-0003-0000	County	Greenbrier
Title Defect Category			
Alert Note:			

Vesting Information			
Grantee(s)/Deed Owner	M and J, Inc.	Deed Date	04/10/1992
Grantor / Prior Owner	ARTHUR G. DODSON and SUE B. DODSON	Recorded Date	04/16/1992
Instrument#		Book#	412
Consideration (\$)		Page#	271
Sale Price(\$)		Deed Type	Deed
Notes	DOT 322/666 has been released		

Open Mortgages Information 1			
Borrower	M&J, INC., CORPORATION	Date Signed	02/12/2002
Lender	FIRST NATIONAL BANK	Date Recorded	02/13/2002
Trustee	STEVE HUNTER	Instr   Book/Page#	468 / 728
Mortgage Type	Deed of Trust	Original Amount(\$)	350,000.00
Comments		Mortgage Maturity Date	
Related Documents for Mortgage 1			
No assignments found.			

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Records, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.

### Open Mortgages Information 2

Borrower	M&J, INC. (PARITA BEN PATEL)	Date Signed	06/22/2005
Lender	CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA	Date Recorded	06/23/2005
Trustee		Instr   Book/Page#	32 / 185
Mortgage Type	Bond	Original Amount(\$)	2,500.00
Comments		Mortgage Maturity Date	

### Related Documents for Mortgage 2

No assignments found.

### Active Judgments and Liens

No active judgments or liens found.

### Property Tax Status

Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due   Paid)	Good Through	Amount(\$)
Parcel# 13-10-0010-0003-0000						
2022	County	Annual	Paid	08/31/2022		6,503.38

### Tax Status Disclaimer

Please note that ProTitleUSA has made every effort to ensure the accuracy of this tax information. With that said, ProTitleUSA will not assume responsibility for any inaccuracies in the tax reporting as collecting agencies continually modify and update their records. If at any time it appears that a tax amount has been adjusted, please contact us immediately so we can investigate and update our records accordingly. Exact charges and figures depend on many factors which can be detailed by local officials. The tax information contained within this report was the most accurate information available at the time the search was completed. This data will not appear on any title policy as this is solely for informational purposes.

### Property Tax Assessment

Parcel #	13-10-0010-0003-0000	Annual Tax Amount	6,670.14	
Legal Description				
Tax Year	Land Value(\$)	Improvements(\$)	Home Exemp(\$)	Total Assessed(\$)
2022	129,240.00	112,800.00		242,040.00

### Additional Information

HOA Name:

No Easements, Rows, or CCRs occurred during time-frame of the search.

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# WV Real Estate Assessment Data

Error:  
Subreport  
could not  
be shown.

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Parcel ID	13-10-0010-0003-0000	Tax Year	2022	County	Greenbrier	Date	6/20/2023
Root PID	13100010000300000000						

## Property Owner and Mailing Address

Owner(s)	M & J INC
Mailing Address	2701 N JEFFERSON ST N, LEWISBURG, WV 24901

## Property Location

Physical Address	ROUTE 219
E-911 Address	2701 JEFFERSON ST N Lewisburg WV 24901
Parcel ID	13-10-0010-0003-0000
County	13 - Greenbrier
District	10 - Lewisburg Corp
Map	<a href="#">0010</a> (Click for PDF tax map)
Parcel No.	0003
Parcel Suffix	0000
Map View Link	<a href="https://mapwv.gov/parcel/?pid=13-10-0010-0003-0000">https://mapwv.gov/parcel/?pid=13-10-0010-0003-0000</a>

## General Information

Tax Class	Book / Page	<a href="#">Deeded Acres</a>	<a href="#">Calculated Acres</a>	Legal Description
4	412 / 271	3.002	3.02	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG
			3.02	

## Cost Value

Dwelling Value	---
Other Bldg/Yard Values	\$11,940
Commercial Value	\$176,100

## Appraisal Value

Land Appraisal	\$215,400
Building Appraisal	\$188,000
Total Appraisal	\$403,400

## Building Information

Property Class	C - Commercial
Land Use	315 - Hotel/Motel-Low Rise
Use Type	21-Motel, 82-Multi-Use - Office, 84-Multi-Use - Storage

Living Area	10,115								
Cubic Feet	82,558								
# of Buildings (Cards)	1								
# of Units	26								
Bldg/ Card	Year Built	Stories	Units	CG	Exterior Wall	Construction Type	Commercial Basement	Square Feet	Building Value
1	1969	2	26	2M	Brick or Stone	Wood frame/Joist/Beam	None	10,115	\$176,100
								10,115	\$176,100

Other Building and Yard Improvements

Bldg/ Card #	Line	Type	Year Built	CG	Units	Size	Area	Replace Cost	Adjusted Replace Cost
1	1	Asphalt Parking Pavement	1969		1	x	10,000	\$10,970	\$8,020
1	2	Heavy Duty Paving Concrete	1969		1	1x2180	2,180	\$4,900	\$3,580
1	3	Frame Utility Shed	1980	22	1	12x12	144	\$930	\$340
					3		12,324	\$16,800	\$11,940

Flood Zone Information

Learn more at [WV Flood Tool](#)

Acres (c.)	Risk	
3.02	Low	This parcel appears not to be within any identified flood hazard zone.

Sales History

[Learn More](#)

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
4/1/1992	\$300,000	Land and Buildings	4	2		
3/1/1992	\$300,000	Land and Buildings	4	2		


Parcel History

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2022	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE)  267X500, LEWISBURG  LWSBG	\$215,400	\$188,000	\$403,400
2021	4	M & J INC	2701 N JEFFERSON ST N  LEWISBURG , WV 24901	412 / 271	U S 219 (LITTLE)  267X500, LEWISBURG  LWSBG	\$207,700	\$184,200	\$391,900
2020	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$226,600	\$196,300	\$422,900
2019	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$217,900	\$192,200	\$410,100
2018	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$209,200	\$188,000	\$397,200
2017	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$196,100	\$183,800	\$379,900
2016	4	M & J INC	2701 N JEFFERSON ST N, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$183,000	\$179,600	\$362,600
2015	4	M & J INC	635 N JEFFERSON ST, LEWISBURG, WV 24901	412/ 271	U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	\$174,300	\$176,900	\$351,200
Show/Hide Parcel History Prior to 2015								

# Greenbrier County, WV Property Taxes



Greenbrier County Sheriff's Tax Office • 912 Court St. N. Ste. 3 • PO Box 347 • Lewisburg, WV 24901  
(304) 647-6609

 [Pay your taxes online](#)



## Greenbrier County Real Property - Tax Year: 2022

**Ticket Number:** 0000018381

**Account Number:** 00017552

**District:** 10 - LEWISBURG CORP

**More Info:** [Details](#)

<b>Owner Name:</b> M & J INC <b>In Care of:</b> <b>Address:</b> 2701 N JEFFERSON ST N LEWISBURG WV 249015721 <b>Lending Inst:</b>		<b>Property:</b> U S 219 (LITTLE) 267X500, LEWISBURG LWSBG	
		<b>Map:</b> 10 <b>Lot Size:</b> <b>Book:</b> 412	<b>Parcel:</b> 0003 0000 0000 <b>Acreage:</b> <b>Page:</b> 271
<b>Tax Class:</b> 4	<b>Homestead Exemption:</b>	<b>Back Tax:</b>	<b>Prior Delinquents:</b> <b>Special Disposition:</b>

**DUE:** First Half: **none due** Second Half: **none due** Total Due: **none due**

### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	129240	129240	
Building	112800	112800	
<b>Total</b>	<b>242040</b>	<b>242040</b>	<b>3335.07</b>

### PAYMENTS RECEIVED:

	First Half	Second Half
<b>Net</b>	<b>3335.07</b>	<b>3335.07</b>
<b>Discount</b>	<b>83.38</b>	<b>83.38</b>
<b>Interest</b>	<b>.00</b>	<b>.00</b>
<b>Total</b>	<b>3251.69</b>	<b>3251.69</b>
<b>Date</b>	<b>08/31/2022</b>	<b>08/31/2022</b>

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Software Systems, Inc.  
23 South University Avenue  
Morgantown, WV 26508

# Map



## Legend

## User Notes:

### District

 Districts

### Parcel

 WVParcels

Map created on June 20, 2023

### Owner(s):

M & J INC

### Address:

ROUTE 219

### Class Type:

Commercial

### Legal Description:

U S 219 (LITTLE); 267X500, LEWISBURG



FEE:\$3.50 RET.TO: M & J, INC.  
RT.2 Box 364  
SATUNTON, VA. 24401

APR 17 1992

THIS DEED, Made this 10th day of April, 1992, by and between ARTHUR G.DODSON and SUE B. DODSON, his wife, parties of the first part, and M and J, Inc., a Virginia Corporation, party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and for the further consideration of the party of the second part, assuming that certain indebtedness evidenced by a negotiable amortization note dated March 10th, 1992, in the amount of Two Hundred Sixty-five Thousand Dollars payable in one hundred eighty, equal consecutive monthly installments of Two Thousand Five Hundred Thirty-two Dollars and Forty-eight Cents payable to the order of Laurence D. Little and/or Louise Little, his wife, made by Arthur G. Dodson, secured by a certain deed of trust dated the 10th of March, 1992, made by Arthur G. Dodson, and wife, to C. A. McHale, Trustee, and of record in the Office of the Clerk's of the County Commission of Greenbrier County West Virginia, in Deed of Trust Book 322 at page 666, the balance due as of this date being Two Hundred Sixty-four Thousand Two Hundred Thirty-four Dollars and Nineteen Cents, the said parties of the first part do hereby GRANT, SELL, and CONVEY, unto the said party of the second part, with covenants of GENERAL WARRANTY of title, all of that certain tract or parcel of land together with the buildings thereon, easements and appurtenances thereunto belonging, situate on U.S. Route #219, Lewisburg Municipality, Greenbrier County, West Virginia; and being the same conveyed to the said Arthur G. Dodson by Laurence D. Little and Louise M. Little, his wife, by deed dated the 9th day of March, 1992, and of record in the Office of the Clerk of the County



Commission of Greenbrier County, West Virginia, in Deed Book 411, at page 538, and in said deed more particularly bounded and described as follows:

"BEGINNING at a post on the west side of U. S. Route No. 219, a corner to Lancaster, and with Lancaster N. 55° 30' W. 487 feet to a post corner to Rader, and with Rader S. 44° W. 267 feet to a stake, thence through the boundary S. 55° 30' E. 500 feet to a stake by the fence on the west side of said road, U. S. Route No. 219, and with the same N. 48° 15' E. 267 feet to the beginning, containing three acres, more or less."

It is understood and agreed between the parties hereto and as part of the consideration herein set out, that the parties of the first part do hereby, **SELL, TRANSFER** and **SET OVER** over, unto the party of the second part, all furniture, fixtures, equipment, TV's, telephones and signs, situate in the Old Colony Inn, on the property hereinbefore described, located at 635 North Jefferson Street, in the town of Lewisburg, West Virginia.

**TO HAVE AND TO HOLD** unto the said party of the second part, its successors and assigns forever.

#### DECLARATION OF CONSIDERATION OF VALUE

Under penalties of fine and imprisonment as provided by law, the undersigned grantors hereby declare the total consideration of the property transferred by this document is **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

**WITNESS** the following signatures and seals:

4/16/92  
HH 011721

4/16/92  
HH 011740

4/16/92  
HH 011739

Arthur G. Dodson (SEAL)  
ARTHUR G. DODSON

Sue B. Dodson (SEAL)  
SUE B. DODSON



By Arthur G. Dodson (SEAL)  
BY: ARTHUR G. DODSON, her Attorney in-fact, by Power of Attorney dated March 10, 1992, and of record in said Clerk's Office in Power of Attorney Book 12 at page 735.

STATE OF WEST VIRGINIA,  
COUNTY OF GREENBRIER, TO-WIT:

The foregoing instrument was acknowledged before me this  
10th day of April, 1992, by ARTHUR G. DODSON in his right and SUE B.  
DODSON by ARTHUR G. DODSON, her Attorney-in-Fact.

My commission expires: September 13, 1993

Nanda M. Morgan  
NOTARY PUBLIC

This instrument was prepared by C. A. McHale, Attorney at Law,  
207 North Court Street, Post Office Box 803, Lewisburg, West Virginia  
24901.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 10th day of April 1992

This DEED was this day presented in the office aforesaid and thereupon, together with the  
Certificate thereto annexed, admitted to record.

Teste Eugene Spence Clerk

By R. Andrew Morgan Deputy

DEED

412 PAGE 273

FEB. 15 2002

TRUST 468 PAGE 728

State of West Virginia Fee \$10.00 Return to: J. Steven Hunter Space Above This Line For Recording Data

## DEED OF TRUST

This instrument secures an obligation that may increase or decrease from time to time.

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 02-12-2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

**GRANTOR:** M&J, INC., CORPORATION  
635 N. JEFFERSON ST.  
LEWISBURG, WV 24901

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

**TRUSTEE:** STEVE HUNTER  
209 NORTH COURT ST.  
LEWISBURG, WV 24901

**LENDER:** FIRST NATIONAL BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
799 N JEFFERSON ST  
LEWISBURG, WV 24901

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: SEE ATTACHED EXHIBIT A

The property is located in GREENBRIER at 635 N. JEFFERSON ST.  
(County)  
(Address) LEWISBURG (City) West Virginia 24901 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 350,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Future advances are ☐ obligatory ☐ non-obligatory

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

NOTE DATED 2/12/2002 IN THE AMOUNT OF \$350,000 TO M&J, INC.

Exhibit A

All of that certain tract or parcel of land, together with the buildings thereon, easements and appurtenances thereunto belonging, situate on U. S. Route #219, Lewisburg Municipality, Greenbrier County, West Virginia, bounded and described as follows:

"BEGINNING at a post on the west side of U. S. Route 219, a corner to Lancaster, and with Lancaster N. 55 - 30 W. 487 feet to a post corner to Rader, and with Rader S. 44 W. 267 feet to a stake, thence through the boundary S. 55 - 30 E. 500 feet to a stake by the fence on the west side of said road, U. S. Route 219, and with the same N. 48 - 15 E. 267 feet to the beginning, containing three acres, more or less."

And being the same conveyed to the said Arthur G. Dodson by Laurence D. Little and Louise M. Little, his wife, by deed dated the 9th day of March, 1992, and of record in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, in Deed Book 411, at page 538.



B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; COOPERATIVES; AND PLANNED COMMUNITIES.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, cooperative or a planned community, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium, cooperative or planned community.

**14. DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that the prospect of any payment is impaired shall also constitute an event of default.

**15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash or on credit or partly cash and partly credit, at the discretion of the Trustee, and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or



postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
26. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
  - ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
    - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
  - ☐ **Additional Terms.**

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

M&J, INC.

(Signature) JAYANTI M. PATEL, PRESIDENT

(Date)

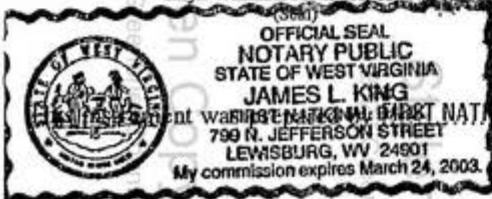
(Signature) MINAXI J. PATEL, SECRETARY

(Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF West Virginia, COUNTY OF Greenbrier ss. This instrument was acknowledged before me this 12<sup>th</sup> day of February, 2002, by JAYANTI M. PATEL; MINAXI J. PATEL, CORPORATION M&J Inc.

My commission expires: March 24, 2003



WEST VIRGINIA, Greenbrier County, S.S. In the Clerk's Office of Greenbrier County, Commission 13<sup>th</sup> day of Feb 2002 This Deed was this day presented in the office aforesaid and thereupon together with the Certificate thereto annexed, admitted to record.

Teste [Signature] Clerk [Signature] Deputy



RETURN TO:

**IN THE CIRCUIT COURT OF GREENBRIER COUNTY,  
WEST VIRGINIA**

BOOK

32 PAGE 185

W J LIVESAY  
GREENBRIER County 08:23:16 AM  
Instrument No 22547  
Recorded Date 06/23/2005  
Document Type JUDGEMENT  
Book Page 32-185  
Rec/Add Fee 5.00 1.00

**IN RE: PARITA BEN PATEL**

**CRIMINAL ACTION NO. 05-F-75 (R)**

**NOTICE OF BOND ENCUMBRANCE**

Take notice that the following person has encumbered the hereinafter described property upon a surety bond before the Circuit Court of Greenbrier County, West Virginia. The same constitutes a lien upon said property.

**Surety on Bond: M&J, INC.**

**Description of property: 267 X 500, LEWIBURG MUNIC,**

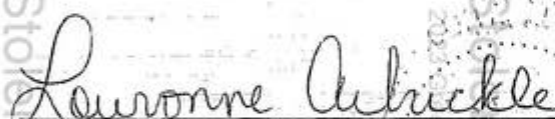
*(Include reference to Deed Book and Page Number, acreage, lot number, etc.)*

**Defendant: PARITA BEN PATEL**

**Case Number(s): 05-F-75**

**Amount of surety provided: \$2,500.00**

Given under my hand this 22ND day of JUNE, 2005.



Clerk of the Circuit Court of Greenbrier Co.

By: Deputy Clerk