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2016017719

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$60.00

[Space Above This Line For Recording Data]

2250595-03

DEED OF TRUSTReturn to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820PREPARED BY:
MITCH WILLIAMSRETURN TO:
ACCURATE TITLE GROUP, LLC
RECORDING DEPARTMENT
6000 FREEDOM SQUARE DRIVE, SUITE 300
INDEPENDENCE, OH 44131**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 5, 2016 together with all Riders to this document.

(B) "Borrower" is (are) TIMOTHY SESSOMS
HEATHER SESSOMS

Submitted electronically by Lender Recording Services in compliance with North Carolina statutes governing
recordable documents and the terms of the submitter agreement with the Guilford County Register of Deeds.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is STATE EMPLOYEES' CREDIT UNION. Lender is
a Corporation organized and existing under the laws of North Carolina.

Lender's address is P.O. DRAWER 25279 RALEIGH, NC 27611-5279.

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is JAMES C. BLAINE

(E) "Note" means the promissory note signed by Borrower of even date herewith or dated APRIL 5, 2016.

The Note states that Borrower owes Lender

SIX HUNDRED THIRTY TWO THOUSAND AND NO/100

Dollars (U.S. \$ 632,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2046.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify] _____

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

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(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the

____ County of GUILFORD :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A

which currently has the address of 6507 HORSEMAN TRAIL [Street]
SUMMERFIELD, North Carolina 27358 ("Property Address");
 [City] [Zip Code]

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TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, 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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 22 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one of more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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BY SIGNING UNDER SEAL 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.

Timothy Sessoms - Borrower
Heather Sessoms - Borrower

Space Below This Line For Acknowledgment

STATE OF NORTH CAROLINA, Guilford County ss:
 I, Mitchell Williams, a Notary Public of the County of Guilford
 State of North Carolina, do hereby certify that Timothy Sessoms and Heather Sessoms

personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this 5 day of April, 2016.
 My commission expires: September 25 2019.



[Signature]
 Signature of Notary Public

Mitchell Williams
 Printed or Typed Name, Notary Public

STATE OF NORTH CAROLINA, _____ County ss:
 I, _____, a Notary Public of the County of _____
 State of North Carolina, do hereby certify that _____

personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this _____ day of _____, _____.
 My commission expires: _____.

 Signature of Notary Public

 Printed or Typed Name, Notary Public

MORTGAGE LOAN ORIGINATOR: MITCH WILLIAMS
 NMLS ID#: 958091

STATE EMPLOYEES' CREDIT UNION
 NMLS ID: 430055

CAPPED FIVE-YEAR ARM RIDER SESSOMS

NOTICE: THIS SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This rider is made APRIL 5, 2016, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust, Mortgage or Security Deed (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure Borrower's Note ("the Note") to STATE EMPLOYEES' CREDIT UNION

_____ (the "Note Holder") of the same date and covering the property described in the Security Instrument and located at
6507 HORSEMAN TRAIL
SUMMERFIELD NC 27358
 _____ (Property Address)

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an initial interest rate of 3.250 %. The interest rate may be increased or decreased every 60th month on each "Change Date" as described in the Note. Changes in the interest rate are governed by changes in the Index as defined in the Note. The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 YEARS. The maximum change in the interest rate at any one time is 2.0 percentage points. The maximum interest rate variation over the life of the loan is 6.0 percentage points over or under the initial interest rate. The interest rate will not change below 3.25 %.

The monthly payment amount may be adjusted every 60th month to take effect on the month following each Change Date as described in the Note. The new monthly payment amount is based on the interest rate in effect on the Change Date and will remain in effect until the month following the next succeeding Change Date.

B. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) the interest rate or any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (ii) any sums already collected from Borrower which exceeded limits shall be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal of the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. TRANSFER OF PROPERTY

Paragraph 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Note Holder's prior written consent, Note Holder may, at Note Holder's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

SESSOMS

C. TRANSFER OF PROPERTY (continued)

If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration in accordance with Paragraph 15 hereof. Such notice shall provide a period of not less than 30 days from the day the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 22 hereof.

The Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Note Holder and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the Note, the Margin for future interest rate changes (as that term is defined in the Note), and the maximum interest rate Cap of 6.0 % above or below the initial interest rate shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer, the Borrower will continue to be obligated under the Note and this Security Instrument unless Note Holder has released Borrower in writing.

D. BORROWER'S RIGHT TO REINSTATE

Uniform Covenant 19 ("Borrower's Right to Reinstate") is amended to read as follows:

Uniform Covenant 19 of the Security Instrument ("Borrower's Right to Reinstate") is deleted; provided, however, in the event Lender sells, assigns or otherwise conveys its interest in the Note and this Security Agreement to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then Note Holder agrees to permit reinstatement according to the Covenant 19 of the Security Agreement.

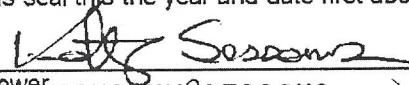
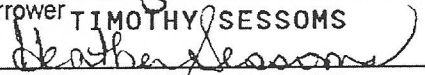
E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 22 hereof or abandonment of the Property, Lender, in Person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

By signing this, Borrower agrees to all of the above.

In Witness whereof, the undersigned has set his hand and adopted the word (Seal) appearing beside his signature as his seal this year and date first above appearing.

 (SEAL)
Borrower **TIMOTHY SESSOMS**
 (SEAL)
Borrower **HEATHER SESSOMS**

Borrower (SEAL)

Borrower (SEAL)

EXHIBIT A

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE BRUSCE TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 281 AND 281A OF SECTION 1, MAP 3, POLO FARMS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 94, PAGE 100 AND RE-RECORDED IN PLAT BOOK 102, PAGE 79 GUILFORD COUNTY REGISTRY. THE ABOVE-DESCRIBED PROPERTY ALSO APPEARS IN PLAT BOOK 134, PAGE 100, GUILFORD COUNTY REGISTRY.

THE FOLLOWING EXCEPTIONS:

EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, AND AD VALOREM TAXES THE CURRENT YEAR.

THIS BEING THE SAME PROPERTY CONVEYED TO TIMOTHY SESSOMS AND WIFE, HEATHER SESSOMS, DATED 11/16/2012 AND RECORDED ON 11/16/2012 IN BOOK R 7415, PAGE 1458, IN THE GUILFORD COUNTY RECORDERS OFFICE.

PARCEL NUMBER: 7848249903 AND 7848245511

2258595

Address :6507 HORSEMAN TRAIL, SUMMERFIELD,NC

TCS JR