

Application

Harrison County Commission Demolition Loan Application

APPLICANT

Name _____

Address _____ Rent _____ Own _____

_____ Length at Residence _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-mail Address _____ Drivers License Number/State _____

Social Security Number _____ Birth Date _____

Previous Address _____ Rent _____ Own _____

_____ Length at Residence _____

Check One- Married _____ Separated _____ Unmarried (Single- Divorced-Widowed) _____

EMPLOYMENT/INCOME

Name and Address of Employer

_____ Start Date _____

Supervisor's Name _____ If Self-Employed, Type of Business _____

Employment Income \$ _____ Per _____ (circle one) Net/Gross

Other Income \$ _____ Per _____

Previous Employer Name and Address if Less Than 5 (five) years

_____ Starting Date _____ Ending Date _____

VERIFICATION OF INCOME

Include last year tax return or governmental verification of income

REFERENCES

Name and Address of References

1. _____

_____ Home Phone _____

2. _____

_____ Home Phone _____

3. _____

_____ Home Phone _____

OTHER CO- APPLICANT _____ SPOUSE _____ OTHER _____

Name _____

Address _____ Rent _____ Own _____

_____ Length at Residence _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-mail Address _____ Drivers License Number/State _____

Social Security Number _____ Birth Date _____

Previous Address _____ Rent _____ Own _____

_____ Length at Residence _____

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_____ Starting Date _____ Ending Date _____

REFERENCES

Name and Address of References

1. _____

_____ Home Phone _____

2. _____

_____ Home Phone _____

3. _____

_____ Home Phone _____

DEPENDENTS

Name _____ Birth Date _____

Name _____ Birth Date _____

Name _____ Birth Date _____

Name _____ Birth Date _____

Name _____ Birth Date _____

WHAT YOU OWE	CREDITOR NAME	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY APPLICANT/OTHER
		TOTALS			

WHAT YOU OWN	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGDED AS COLLATERAL FOR ANOTHER LOAN YES OR NO	OWNED BY APPLICANT/OTHER

OTHER INFORMATION ABOUT YOU

IF YOU ANSWER 'YES' TO ANY QUESTIONS OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET

1. Are you a U.S. Citizen or permanent resident alien? _____
2. Do you currently have any outstanding judgments or have you ever filed for bankruptcy, had a debt adjustment plan confirmed under chapter 13, had property foreclosed upon or repossessed in the last seven (7) years, or been a party in a lawsuit? _____
3. Is your income likely to decline in the next two years? _____
4. Are you a co-maker, co-signer or guarantor on any loan not listed above? _____

SIGNATURES

I swear or affirm, under penalty of applicable West Virginia Law that the answers provided by me on this loan application are true.

Signature of borrower(s)

Signature of borrower(s)

Promissory Note

ENTER LOAN AMOUNT

Clarksburg, West Virginia

PROMISSORY NOTE

For value received, _____ and _____, promise to pay unto COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, the principal sum of _____ DOLLARS (\$____,____.00), with interest thereon to be computed from this date at the rate of _____ percent (_%) per annum. Commencing on the _____ day of _____, 20____, principal and interest shall be paid in _____ (____) monthly installments in the amount of _____ Dollars (\$____.00) per month and a like sum on or before the ____ day of each calendar month thereafter until said principal and interest have been paid.

There is a right of anticipation or pre-payment allowed at option of the Promisor. In the event of exercise thereof then the indebtedness evidenced hereby may be prepaid in its entirety at any time without notice, and without penalty, and may be prepaid in part in multiples of One Hundred Dollars (\$100.00) without notice and without penalty on the first day of any calendar month, provided, however, that no such additional payment shall relieve the obligor of the obligation to make the regular monthly installment payments above provided for until the indebtedness has been paid in full.

Presentment, demand, protest, notice of dishonor, and extension of time without notice are hereby waived.

It is hereby expressly agreed, that the said principal sum evidenced by this note and all accrued and unpaid interest thereon shall become due at the option of the holder hereof on the happening of any default of installment payments if such default continues for a period of forty-five (45) days

This note may not be changed or terminated orally.

WITNESS the following signatures:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, notary public.

My commission expires: _____.

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, notary public.

My commission expires: _____.

Notary Public

This instrument was prepared by:

Deed of Trust

THIS DEED OF TRUST, made this ____ day of _____, 20__, by and between _____ and _____, parties of the first part, and the COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia TRUSTEES, parties of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, and by way of further security for the debt hereinafter mentioned and described, the parties of the first part do hereby grant and convey, with covenants of general warranty, unto the said Trustees, parties of the second part, subject to terms and conditions or noted in this instrument, the following parcels of land:

Enter property description from deed

All notices to the parties of the first part pursuant to the terms of this Deed of Trust shall be served on them as provided by applicable law at the following address:

IN TRUST NEVERTHELESS, to secure HARRISON COUNTY COMMISSION the payment of the sum of _____ Dollars (\$_____,_____.00), evidenced by a certain negotiable Promissory Note bearing date the ____ day of _____, 2014 calling for the principal sum of _____ Dollars (\$_____,_____.00), made and executed by said _____ and _____, parties of the first part, payable to the order of said HARRISON COUNTY COMMISSION, as therein provided.

Should default be made in the payment of said note, or if the parties of the first part fail to keep, observe and perform any of the other covenants, conditions or agreements herein contained on their part to be kept, observed, or performed, or if any proceedings under any bankruptcy or insolvency law be commenced by or against the parties of the first part, then and in any such event, and at the sole option of the holder and owner of said note, that portion of the indebtedness hereby secured remaining unpaid at such time shall become and be at once due and owing.

The parties of the second part shall permit the parties of the first part to remain in possession of the premises herein conveyed until default shall be made in the payment of the above-described note as hereinabove provided, when the same becomes due and payable, in which event it shall be the duty of said Trustees, either one of whom may act in the execution of this deed of trust, when requested in writing so to do by the holder and owner of said note, to enter upon and take possession of said property and sell the same at public auction at the front door of the courthouse of Harrison County, West Virginia, to the highest and best bidder for cash in hand on the day of sale. Before making such sale, said Trustees, or the one so acting as hereinafter provided, shall first give notice of the time, places and terms of sale by publication thereof once a week for two (2) successive weeks in some newspaper of general circulation published in the City of Clarksburg, in said Harrison County. It is expressly agreed that personal service of notice of sale and all other notices, other than notice by publication, upon the parties of the first part, their heirs and assigns, is hereby waived, and the

sale may be adjourned from time to time without notice, other than oral proclamation at the time and place from which the adjournment is made. It is further expressly understood and agreed that in the event the property hereby conveyed is sold as hereinabove provided, then out of the proceeds of sale there shall first be paid the costs and expenses attendant upon the execution of this trust, including a commission of five percent (5%) to said Trustees, or the one so acting and out of the balance of said proceeds, there be next paid to the holder and owner of said note, such amount as may then be owing and unpaid thereon, together with any additional sums which may have been advanced as hereinafter provided, and the balance of said funds, if any, shall be by said Trustees, or the one so acting, paid over to the parties of the first part, or their heirs and assigns, as their interests may appear.

The parties of the first part further covenant and agree as follows:

1. As long as part of the indebtedness hereby secured remains unpaid, the parties of the first part will not sell or convey the property herein conveyed, or any part thereof or interest therein, without first obtaining the written consent of the holder and owner of said note.
2. The parties of the first part will pay all premiums of insurance and all taxes, levies and assessments against the property herein conveyed. In the event it shall fail or refuse so to do, then the holder and owner of said note may pay such insurance premiums, taxes, levies and assessments, and any and all amounts so paid, together with interest thereon from the date of payment shall be debts secured by this deed of trust next in point of priority after the payment of the cost of executing this trust.

The aforesaid covenants shall be covenants running with the land for the duration of this trust and shall be binding upon the heirs and assigns of the parties of the first part. In the event of death or resignation of both Trustees, or both their refusal or inability to act, or should the holder and owner of said note consider it advisable for any reason to appoint a substitute Trustee, then the holder and owner of said note are hereby granted the right and power and may, at any time and from time to time hereafter, and without notice, by a writing duly executed, acknowledged and filed for recordation in the office where this deed of trust is recorded, appoint and substitute another or two (2) other

Trustees in the place and stead of the Trustees herein named or then authorized to act hereunder; and the Trustees so appointed shall thereupon have and be vested with all rights, powers and authority, and shall be charged with all the duties and obligations that are conferred or charged upon the Trustees herein named.

The delay or failure of the holder and owner of the note secured hereby to insist in any instance on strict performance of any covenant contained herein, or to exercise any right or power upon the happening of any default shall not be construed or operate as a waiver of such covenant or default, or an acquiescence therein, or as extending to any subsequent default.

The beneficial owner and holder of the indebtedness secured hereby at the time of the execution and delivery hereof is **HARRISON COUNTY COMMISSION**, whose address is:

301 West Main Street, Clarksburg, West Virginia 26301.

WITNESS the following signatures and seals:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____.

My commission expires: _____.

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____.

My commission expires: _____.

Notary Public

This instrument was prepared by:

Confidentiality Agreement

Financial Confidentially

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of ____ by and between _____, located at _____ ("Disclosing Applicant"), and Harrison County Commission with an address at 301 West Main Street, Clarksburg, West Virginia 26301 (the "Commission").

The Applicant and Commission desire to participate in discussions regarding Harrison County Commission Loan ("Title"). During these discussions, Applicant may share certain proprietary information with the Commission. Therefore, in consideration of the mutual promises and covenants contained in this Agreement the parties hereto agree as follows:

1. Definition of confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Applicant and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Commission or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) financial information (ii) any other information that should reasonably be recognized as confidential information of the Applicant and (vi) any information generated by the Applicant or by its Representatives that contains, reflects, or is derived from any of the foregoing.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential information shall not include information which: (1) was lawfully possessed, as evidenced by the Applicant's records, by the Commission prior to receiving the Confidential Information from the Applicant; (2) becomes rightfully known by the Commission from a third-party source not under an obligation to Applicant to maintain confidentiality; (3) is generally known by the public through no fault of or failure to act by the Commission inconsistent with its obligations under this Agreement; (4) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

(5) is or has been independently developed by employees, consultants or agents of the Commission without violation of terms of this Agreement, as evidenced by the Commission's records, and without reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the applicant may disclose confidential information to the Commission. The Commission will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

3. Use of Confidential Information.

The Commission agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of the Applicant. No other right or license, whether expressed or implied, in the confidential Information is granted to the Commission hereunder.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Commission may disclose confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Commission promptly notifies, to the extent practicable, the Applicant in writing of such

demand for disclosure so that the Applicant, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the Confidentiality of Confidential Information; provided that the Commission will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Commission agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Applicant with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Applicant is unable to obtain or does not seek a protective order and the Commission is legally requested or required to disclose such confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall remain in effect and has no term limit or end date. The Commission's duty to hold in confidence Confidential Information that was disclosed shall remain in effect indefinitely.

6. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with Respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

7. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) This validity, construction performance of this Agreement, shall be governed and construed in accordance with the laws of the State of West Virginia applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. A court of component Jurisdiction shall rule on any disputes arising under, or in any way connected with or related to, the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (1) in the case of personal delivery or electronic-mail, on the date of such delivery, (2) in the case of delivery by a nationally recognized overnight carrier, on the

third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successor, assigns and designees.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement as of the date first above written

Applicant **Commission**
Signature: _____ Signature: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Witness: _____ Witness: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____
