

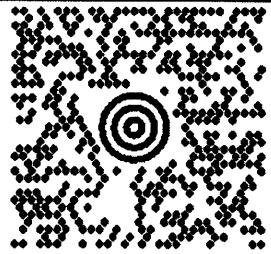
DIANNE TEMPLE
8035202048
DIANNE TEMPLE
115 DRIFTWOOD DRIVE
LEXINGTON SC 29072

LTR

1 OF 1

SHIP TO:

SERVICELINK HE POST CLOSING
(800) 777-8759
BAC HOME EQUITY REGULAR PROCESSING
1355 CERRINGTON PKWY
MOON TOWNSHIP PA 15108



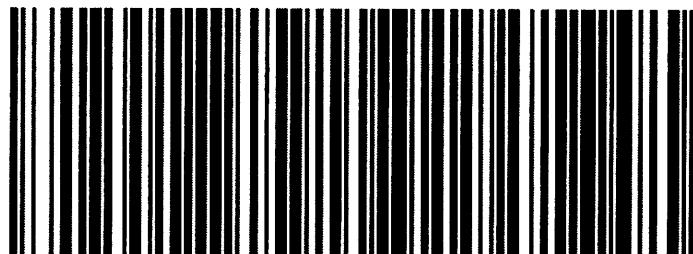
PA 151 9-50



UPS NEXT DAY AIR SAVER

TRACKING #: 1Z 97Y 48W 13 2142 1490

1P



BILLING: P/P

Reference No.1: Order Number 2003402858
Reference No.2: Disbursement Date 06/12/2025
XOL 23.05.21 NV45 23.0A 06/2025*





PLEASE READ AND TAKE TO SIGNING

Please do not alter loan documents in any manner, if you are questioning the content please reach out to the BOA Home Equity Hotline at 800-269-3084.

Please have all parties sign the docs wherever there is a signature line for them. Do not have them sign if their name does not appear because you 'think' it is a mistake.
IF THE PROPERTY IS HELD IN A TRUST – please have borrower sign their NAMES ONLY

Effective immediately, we will start requesting signing agent removal for any of the following:

- Executed docs returned with “DRAFT” or “CLIENT COPY” watermark
- Documents with printing errors such as blocked out imbedded signatures
- Incorrect or incomplete Notary Acknowledgment pages

Please contact a member of our team at 877-848-8122 if you need assistance
Tracey Welch – tracey.welch@svclnk.com Ext. 23568 Hours 8:30am – 5:00pm EST
Stephanie Nixon – stephanie.nixon@svclnk.com Ext. 62589 Hours 11:30 – 8:00pm EST
Please contact the BOA Home Equity Hotline at 800-269-3084 with any borrower questions or concerns during the signing

SCANBACKS ARE REQUIRED -

Please be sure to scan and upload the entire signed package to the EXOS Vendor website once the signing is completed. <https://ui.exostechnology.com/login/>



ATTENTION SIGNING AGENTS

Please make sure the 'Borrowers Proceeds Delivery Instructions' form is filled out and signed by the borrower.

If the borrower does not have the information to fill out this form, the borrower must note the form with the reason it is not filled out and sign. The borrower can follow up with Servicelink at a later time (before the date of disbursement) once this information is obtained.

This form cannot be left blank.

Thank You
Servicelink

Example Please complete form exactly
as shown below*

CHOICE OF ATTORNEY AND INSURANCE AGENT NOTICE

Pursuant to Applicable Law, a lender is required to ascertain the preference of the borrower as to the legal counsel that shall be employed to represent the debtor in all matters of the transaction relating to the closing of the loan and the insurance agent to furnish required insurance in connection with the mortgage transaction. If the legal counsel and the insurance agent selected by the borrower meets the lender's requirements, lender shall comply with such preferences.

RIGHT TO SELECT AN ATTORNEY:

1. I (We) have been informed by the lender that I (we) have a right to select an Attorney to represent me (us) in all matters of this transaction relating to the closing of the loan.

I select: Name of Attorney:

Address:

Telephone Number:

Fax Number:



I have no preference for the right to select legal counsel and I ask for assistance from the lender.



RIGHT TO SELECT AN INSURANCE AGENT:

2. I (We) have been informed by the lender that I (we) have a right to select an Insurance Agent(s) to represent me (us) in connection with this mortgage transaction.

I select: Name of Insurance Agent(s):

Address:

Telephone Number:

Fax Number:

I have no preference for the right to select an Insurance Agent(s) and I ask for assistance from the lender.

Borrower _____ Date _____



Attorney Disbursement Instructions

Attorney: SERVICE LINK

Bank of America, N.A.
100 North Tryon Street
Charlotte, NC 28255

Application Number: 995251011218200

Borrower(s): KAREN FESSANO AND JAMES FESSANO

Any changes to the closing documents or disbursements must be authorized by the lender.

<input checked="" type="checkbox"/>	Approved Credit Limit	\$ 120,000.00
<input type="checkbox"/>	Approved Loan Amount	\$
<input type="checkbox"/>	Payoff(s) See attached payoff statement(s)	\$
<input type="checkbox"/>	Bank of America Payoff(s) See attached payoff statement(s)	\$
<input checked="" type="checkbox"/>	Line advance to borrower(s)	\$ 100,000.00
<input type="checkbox"/>	Loan proceeds to borrower(s)	\$
<input checked="" type="checkbox"/>	Closing costs to attorney paid by Bank of America	\$ 495.00
<input type="checkbox"/>	Collected from borrower(s)	\$
<input checked="" type="checkbox"/>	Total amount to be wired on 06 / 12 / 2025	\$ 100,495.00

**Bank of America Equity Loan/Line payoffs must be sent via wire or overnight mailed to:
WIRE FUNDS TO: BANK OF AMERICA.**

Equity Line: ABA #026009593. ACCT#: 1291168516. REF: CUS. NAME. LOAN #:

Bank of America
Attention: Payoff Department, Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020, Dallas Informart
Dallas, TX 75207

Bank of America Credit Card payoffs must be sent via wire or overnight mailed to:
WIRE FUNDS TO: BANK OF AMERICA CC, ABA #026009593, BENE ACCT: BANK OF AMERICA,
ACCT#:1093600387600
BOA Credit Card Phone number 800-824-5895

**Overnight
Credit Card
Bank of America
Attn: Payment Services
1000 Samoset Drive
Newark, DE 19713**

Regular Mail
 Credit Card
 Bank of America
 P.O.Box 15019
 Wilmington, DE 19850-5019

If you have any questions please call:

Associate name: PATRICIA.C COLEMAN
Phone #: 860 703 1342

HOME EQUITY CLOSING DIRECTIONS

STOP: IF TODAY IS NOT

June 7, 2025

, THESE DOCUMENTS ARE NOT VALID.

Before using these documents:

- Validate with the client that no changes need to be made. If changes, new documents required. (For example: changes to line amount, draw amount, interest rate, auto payment)
- Read this entire package carefully before closing this Home Equity Application

IF NEW DOCUMENTS ARE REQUIRED CONTACT HOME EQUITY FULFILLMENT CLOSING HOTLINE AT THE NUMBER LISTED BELOW.

BORROWER(S): KAREN FESSANO, JAMES FESSANO

APPLICATION #: 995251011218200

LOAN #: 0644942000

PROPERTY STATE: SOUTH CAROLINA

LINE AMOUNT: 120,000.00

CLOSING DATE: June 7, 2025

FUNDING DATE: June 12, 2025

How to Get Help

For questions on these closing directions, closing date, closing document or assistance with resolving errors, cash to close, disbursement, contact Home Equity Fulfillment Closing Hotline at: (800) 269-3084

The following documents are included in this package (this section also contains special instructions if applicable):
RECENT DOCUMENT CHANGES:

Once the loan is booked the customer can order checks or a Visa access card by calling 1.800.934.5626.

The following documents are included in this closing package:

Client Document Divider
Notice of Right to Cancel - Home Equity Line of Credit
Federally Required Affiliated Marketing Notice
Notice of Additional Fees in Event of Default
U.S. Consumer Privacy Notice
Bank Document Divider Page
Bank of America Equity Maximizer Agreement and Disclosure Statement
Amendment to Bank of America Equity Maximizer Agreement and Disclosure Statement
HELOC Rider to Agreement - Variable Rate
Acknowledgement and Authorization
Non-Borrower Signing Requirements Disclosure
Borrowers Certification and Authorization
South Carolina HELOC Mortgage
South Carolina Choice of Attorney and Insurance Agent Notice
Notice of Right to Cancel (NORTC) Job Aid
Notice of Right to Cancel - Home Equity Line of Credit
Hazard and Flood Insurance Requirements
Advisory Regarding Minimum Purchase Requirements for Flood Insurance
Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance



HOME EQUITY LINE OF CREDIT CLOSING DOCUMENT CHECKLIST

The HELOC closing package provided to you is customized depending on the client and state where the property is located. If documents don't appear correct or you have questions, contact your dedicated Closing Specialist or Home Equity (HE) Fulfillment.

BEFORE CLOSING	<input checked="" type="checkbox"/> Confirm printer has toner and letter/legal paper	<input type="checkbox"/> Print one legible, single-sided copy of the closing package; no margin changes Note: For single-sided select Print > Properties > Printing Shortcuts > Under Print on both sides select No > Ok	<input type="checkbox"/> Separate CLIENT DOCUMENTS and BANK DOCUMENTS sections <input checked="" type="checkbox"/> Print an additional copy of the closing package for each owner. (Note: One copy may be provided to married owners.)
DURING CLOSING	<input checked="" type="checkbox"/> All required signers present	<input type="checkbox"/> Documents dated for today	<input type="checkbox"/> Use pen with black ink
	<input checked="" type="checkbox"/> Do not write driver's license or social security numbers on any documents	<input type="checkbox"/> No handwritten changes to pre-printed information on documents with the exception of the notarial certificate	<input checked="" type="checkbox"/> Write the loan number on any checks collected from the client(s)

STOP! If the closing documents are not dated for today and/or all required signers are not present, the documents are not valid! Contact the Home Equity (HE) Fulfillment Closing Hotline.

CLIENT DOCUMENTS SECTION: IMPORTANT INSTRUCTIONS ★ LEADER/DESIGNEE INSPECTION REQUIRED BEFORE CLIENT LEAVES

Give to the client

★	Notice of Right to Cancel (2 CLIENT COPIES per required signer) Advises client of the federally required cooling-off period given to anyone using their primary residence as collateral. The right to rescind extends from the date of closing until midnight of the third business day.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	BANK DOCUMENTS SECTION: IMPORTANT INSTRUCTIONS ★ LEADER/DESIGNEE INSPECTION REQUIRED BEFORE CLIENT LEAVES		
	Bank of America Equity Maximizer Agreement and Disclosure Statement OR Bank of America Equity Creditline® and Disclosure Statement - TEXAS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Amendment to Bank of America Equity Maximizer® Agreement and Disclosure Statement Provides the conditions for maintaining discounts and amends the BANK OF AMERICA EQUITY MAXIMIZER® AND DISCLOSURE STATEMENT or BANK OF AMERICA EQUITY CREDITLINE® AND DISCLOSURE STATEMENT - TEXAS.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Fixed Rate Loan Option Confirmation (FRLQ) Provides the breakdown of the amount included in the FRLQ, the rate, payment due date and terms the client requested during origination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	HELOC Agreement Rider - Fixed Introductory Rate Provides details of any Introductory Rate offer a client may have qualified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	HELOC Agreement Rider - Variable Introductory Rate Provides details of any Introductory Rate offer a client may have qualified	<input type="checkbox"/>	<input checked="" type="checkbox"/>
★	(a.k.a. Deed of Trust, Mortgage, Short Form Mortgage, Security Deed) Filed with the county to record the lien on the property. It contains a legal description of the property and client, lender and loan information.	<input checked="" type="checkbox"/> Confirm document is single-sided Notarization <input checked="" type="checkbox"/> Confirm stamp is legible <input checked="" type="checkbox"/> County/State match FC location <input checked="" type="checkbox"/> No blanks in notarial certificate <input checked="" type="checkbox"/> AR, CA, AL, IA, SC, SD, WA - Notary writes their own name in blank space after 'Before me' or 'I'	N/A <input checked="" type="checkbox"/>
★	Notice of Right to Cancel - BANK COPY	<input checked="" type="checkbox"/> Each required signer signs/dates the ACKNOWLEDGMENT OF RECEIPT <input checked="" type="checkbox"/> If corrections, signers must initial	<input checked="" type="checkbox"/>



Acknowledgement and Authorization Client acknowledges disbursements from line proceeds or to be collected at closing, if applicable. Also authorizes or declines automatic payment.	<input type="checkbox"/> Disbursements to Collect at Closing: If present on pg. 2 check mark accordingly	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Borrower's Certification and Authorization Certifies the application information and authorizes the release of information when needed to process the loan. Also discloses Bank of America's right to share information or documentation with a potential investor.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Notice of Insurance Requirements Describes client's responsibility as it relates to minimum insurance coverage and naming the bank as Loss Payee.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Closer Printed Name: M. L. A. BrooksLeader/Designee Printed Name: M. L. A. Brooks**SUPPLEMENTAL HOME EQUITY LINE OF CREDIT CLOSING DOCUMENT CHECKLIST****Texas, Washington D.C., Maryland, and Indiana ONLY**

The HELOC closing package provided to you is customized depending on the client and state where the property is located. **If documents don't appear correct or you have questions, contact your dedicated Closing Specialist or Home Equity (HE) Fulfillment.**

BANK SECTION DOCUMENTS & IMPORTANT INSTRUCTIONS			Signer(s) write today's date	One consistent signature required
★ LEADER/DESIGNEE INSPECTION REQUIRED BEFORE CLIENT LEAVES				
Texas		Loan Agreement Addendum Confirms that the written terms of the Loan Agreement are final and will not be contradicted by any oral agreements or discussions.	Note: These documents are included in every HELOC closing package for Texas property states.	<input type="checkbox"/>
		Texas Home Equity Line of Credit Affidavit and Agreement Provides definition around Texas (a)6 requirements regarding Reps and Warranties and other Provisions as required by the Texas Constitution.	Copies of Documents Texas (a)6: Provide a copy of all signed closing documents to the owners, one copy for married couples.	N/A
		The Texas Home Equity Acknowledgment of Fair Market Value needs to be signed by each owner.		<input type="checkbox"/>
		Texas Home Equity Receipt of Document Copies must be signed by each owner, borrower, spouse.		<input type="checkbox"/>
★ Washington D.C.		Real Property Recordation and Transfer Tax Form Determines the amount of recordation taxes due on filing the HELOC in the public records.	Grantee Section Notarization <input type="checkbox"/> ■ Confirm stamp is legible <input type="checkbox"/> ■ No blanks in notarial certificate	Grantee <input type="checkbox"/>
			Grantor Section: Leave blank. Do not sign or notarize.	N/A
★ Maryland		Maryland Affidavit of Consideration Maryland law requires that every deed of trust contain an oath or affirmation by the lender, together with the filing of an affidavit to that effect, that the value received for the lien, as recited in the deed of trust, is true and bona fide.	<input type="checkbox"/> ■ Page 14 of the Deed of Trust <input type="checkbox"/> ■ Do not sign or notarize - LEAVE BLANK <input type="checkbox"/> ■ Keep blank page with the Bank Document Section	N/A
★ Indiana		Indiana Affirmation Statement Additional affirmation statement for Indiana's security instrument.	Pg. 13 of the mortgage <input type="checkbox"/> ■ Complete notarization <input type="checkbox"/> ■ Do not sign as an Authorized Signer	N/A



INSTRUCTIONS FOR THE EXTERNAL (NON-BANK OF AMERICA) NOTARY:

ALL DOCUMENTS REQUIRING NOTARIZATION MUST BE SIGNED IN THE PHYSICAL PRESENCE OF A NOTARY!

The following documents must be notarized: Security Instrument

<ul style="list-style-type: none">■ STOP: VALIDATE you have an accurate closing package. Client has not made any changes to the Home Equity Line of Credit application after closing date scheduled and/or closing documents printed. For Example: Changes to Line or Draw amount, interest rate, auto payment Yes or No, etc. Any changes, contact Home Equity Fulfillment Hotline for NEW closing documents.■ Verify the identity of each party using state or federal photo identification. Indicate type of identification provided or <u>underline</u> "personally appeared" (if this option is present) in the notary acknowledgment section. Notary ID requirements may vary by state.■ Complete the written portion of the notary acknowledgment fully within the margin of the document. Do not write outside the margin.	<ul style="list-style-type: none">■ Print the name of each witness under the signature line.■ Date the acknowledgment as of the date you (the notary) actually witness the signature. Acknowledgment date should be same date as the closing date, never before the closing date. Ensure client signs exactly as name is typed below the signature line.
<ul style="list-style-type: none">■ If you are only acknowledging one signature, please indicate. If another notary has already acknowledged the other signature (client), please create/print a new acknowledgment to execute for the remaining signature.■ Follow your state's requirement on Notary seals as well as Notary logs/records■ Some states require Witness signature(s) and date(s). If the Witness line is present, it is required for Witnesses to sign in your state. The Witness signature confirms that he/she saw the signing of the document by the client.	<ul style="list-style-type: none">■ Fill in the county and date acknowledged in the acknowledgment as indicated■ Ensure the Notary seal is clear and readable. Do not cover any type or signatures with the seal. Be sure to sign and print your name EXACTLY as it appears on the Notary seal.■ The Witness must sign and date the document in the presence of the Notary and after the client signs the document(s).



BANK DOCUMENTS

- Return all documents in this section including the closing checklist to **Post Closing** per the closing directions.
- Use the **Closing Checklist** provided to ensure flawless execution of all closing documents.





BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT

Property Serving as Security (the "Property"): 1729 WELLSTEAD ST
MOUNT PLEASANT, CHARLESTON, SOUTH CAROLINA 29466

Borrower's Name and Address: KAREN FESSANO, JAMES FESSANO, 1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466-8374

Lender's Name and Address: Bank of America, NA, National Banking Association
100 North Tryon Street
Charlotte, North Carolina 28255

Date: June 7, 2025 Annual Percentage Rate: 8.9300 Draw Period: 120 Mos.

Loan Number: 0644942000 Margin: 1.4300

Maturity Date: June 7, 2055 Maximum Interest Rate: 24.0000

Credit Limit: \$ 120,000.00 Minimum Interest Rate: 1.99%

Repayment Period: 240 Mos.

Billing Cycle: MONTHLY

1. Introduction. This Bank of America Equity Maximizer Agreement and Disclosure Statement ("Agreement") governs your Home Equity Line of Credit Account (your "Credit Line" or "Account") with the lender named above ("Lender"). Your Account is a revolving credit arrangement in which we make loans to you by advancing funds ("Advances") at your direction, allowing you to repay those Advances and take additional Advances, subject to the terms of this Agreement. This Agreement will remain in full force and effect notwithstanding that the Account balance under the Agreement may occasionally be reduced to an amount equal to or less than zero.

In this Agreement, the terms "we," "us," "our" and "Bank" refer to the Lender or to any subsequent assignee or transferee. Except as noted below, the terms "you," "your," "yours" and "Borrower" refer to each person that signs this Agreement or has authority to use the Credit Line. Read this Agreement carefully so that you know how your Account works and keep a copy of this Agreement for your records.

2. Borrower's Promise to Pay. You promise to pay to Lender the total of all Advances plus FINANCE CHARGES, together with all fees and charges under the terms of this Agreement. You will pay your Account according to the terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

3. Term. The term of your Account will begin as of the date of this Agreement ("Opening Date") and will continue until all indebtedness under this Agreement, if not already paid pursuant to the payment provision below, will be due and payable upon maturity. The Draw Period of your Account will begin on the date after the Opening Date, when this Agreement is accepted by us in the State of North Carolina, following the perfection of the Security Instrument and the meeting of all of our other conditions and will continue for one hundred and twenty (120) months. You may obtain credit advances during the Draw Period. After the Draw Period ends, the Repayment Period will begin, and you will no longer be able to obtain credit advances. The length of the Repayment Period is two hundred and forty (240) months depending on the repayment schedule set forth below. You agree that we may renew or extend the period during which you may obtain credit advances or make payments.

4. Credit Limit. This Agreement covers a revolving line of credit for the principal amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$ 120,000.00), which will be your Credit Limit under this Agreement.

You may not request an Advance from your Account that would cause your outstanding balance of Advances to exceed your Credit Limit nor are we obligated to pay any Advance request that would cause your outstanding balance of Advances to exceed your Credit Limit. If we do make an Advance that causes your outstanding balance of Advances to exceed your Credit Limit, this will not constitute an increase in your Credit Limit. You agree to immediately repay the amount by which your outstanding balance of Advances exceeds your Credit Limit.

5. Security. All amounts due under the Account are secured by a mortgage, deed of trust, security deed, or (for a Cooperative Apartment) a pledge of and a security interest in the shares in the Cooperative Corporation and the proprietary lease appurtenant thereto pursuant to the Loan Security Agreement ("Security Instrument") on the Property identified on page one of this Agreement. Borrower agrees to pay all amounts due, and perform all covenants and obligations required of Borrower under the Security Instrument. If the Property is a Cooperative Apartment, Borrower agrees that we shall file a financing statement pursuant to the Uniform Commercial Code of the State having jurisdiction over the Cooperative Apartment, securing and perfecting our security interest in the Cooperative Apartment. If it becomes necessary for us to advance funds to you above the Credit Limit to protect our security interest, including, but not limited to, Property Expenses, those amounts in excess of the Credit Limit will be owed by you and will be secured by the Security Instrument unless applicable law prohibits the same. The Security Instrument and this Agreement are related documents and a default under either document will be treated as a default under both documents. To the extent permitted by applicable law, the lien of the Security Instrument will continue and will have the same priority if, with your consent, we renew, extend, amend, modify or substitute this Agreement. In such event, you agree to execute any additional documents necessary to achieve the action being taken.

6. Terms and Definitions. The following terms are defined as set forth in this Section. Other terms are defined elsewhere in this Agreement.

- A. "Billing Cycle" is an interval of time that occurs regularly during the term of this Agreement and is used to determine the FINANCE CHARGES and other fees, charges, and credit insurance premiums that are due on your Account. The number of days in each Billing Cycle may vary from time to time. A Billing Cycle occurs regardless of whether there is a balance or any activity on your Account. Your Billing Cycle is stated on page 1 of this Agreement.
- B. "Billing Statement" is a statement that we will furnish to you periodically that provides important information regarding your Account activity.
- C. "Cooperative Apartment" means any Property the ownership of which is evidenced in part by shares in or a lease of a unit in a building owned by a Cooperative Corporation.
- D. "Cooperative Corporation" means the entity identified in the Loan Security Agreement related to a Cooperative Apartment.

KAREN FESSANO/995251011218200

BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT
BAGR16.BOA 05/23/24 © 2024 DOCMAGIC, INC.

Page 1 of 10

DocMagic



- E. "Credit Limit" is the maximum aggregate amount of principal that we will extend to you under this Agreement. Your Credit Limit may change under certain circumstances. Your Credit Limit is stated on page 1.
- F. "Draw Period" is the period of time during which you may request Advances from your Account. The Draw Period is stated on page 1.
- G. "Loan Security Agreement" means the contemporaneous agreement containing certain requirements relating to a Cooperative Apartment.
- H. "Maturity Date" is the date on which the entire Account balance under this Agreement is due. The Maturity Date of your Account is stated on page 1.
- I. "Maximum Interest Rate" is the rate disclosed as such on the first page of this Agreement.
- J. "Minimum Interest Rate" is the rate disclosed as such on the first page of this Agreement.
- K. "Minimum Payment" is the minimum amount you must pay on your Account, as reflected on each periodic Billing Statement for each Billing Cycle. Your Minimum Payment during the Draw Period and during the Repayment Period will be calculated as described below under the heading "Payments."
- L. "Out standing Balance" is the balance of the Account as determined by Lender from time to time, which includes, if applicable, principal, accrued interest on the outstanding principal, fees and charges, and Property Expenses.
- M. "Property Expenses" are expenses we incur because you do not fulfill all obligations of the Security Instrument for the Property that secures this Account.
- N. "Remaining Term" is the number of months (including the month with respect to which the calculation is made) remaining until the Maturity Date.
- O. "Repayment Period" is the period of time that begins at the end of the Draw Period. During the Repayment Period, you may no longer request Advances from your Account.
- P. "Variable Rate Principal Balance" is the principal balance that is not payable under a Fixed Rate Loan Option.

7. Payments.

A. During both the Draw Period and the Repayment Period, the Total Minimum Payment Due for each Billing Cycle is equal to the sum of: (1) the Variable Rate Balance Minimum Payment (described below); (2) the payment due, if any, for any outstanding Fixed Rate Loan Option; (3) any unpaid fees, charges, and Property Expenses; and (4) any past due amounts from prior Billing Cycles. Some Fixed Rate Loan Options may have a different due date and are not figured into the Total Minimum Payment Due. At any time you may pay more than the Total Minimum Payment Due, make additional payments or pay in full or in part the Outstanding Balance. You will be required to pay the Minimum Payment Due each month there is an Outstanding Balance on your Account.

B. **Variable Rate Balance Minimum Payment.** The Variable Rate Balance Minimum Payment for each Billing Cycle is the greater of:

1. \$100.00, or
2. the amount calculated by determining fully amortizing principal and interest payments sufficient to repay the average of each daily Variable Rate Principal Balance for such Billing Cycle (as determined under Section 12.B. below) over the Remaining Term at the ANNUAL PERCENTAGE RATE in effect at the beginning of the Billing Cycle;

provided, however, that the Variable Rate Balance Minimum Payment will never be more than the sum of the outstanding principal and all accrued and unpaid Finance Charges on the Variable Rate Principal Balance.

C. **Fixed Rate Loan Option Payment Information.** A Fixed Rate Loan Option has a fixed interest rate and fixed term and is payable monthly. You may request the initial Advances on your Home Equity Line of Credit be transferred to a Fixed Rate Loan Option at the time of origination or transfer part or all of the Variable Rate Principal Balance, along with accrued interest, and fees to a Fixed Rate Loan Option at any time during the Draw Period or the Repayment Period. No transfer to a Fixed Rate Loan option is permitted if you are in default or your advance privileges have been suspended or terminated.

Fixed Rate Loan Option payments will be billed separately from your Regular Payment in accordance with the schedule you have arranged. However, the Variable Rate Balance statement will show all activity, including payments. You may have up to three (3) Fixed Rate Loan Options open at any one time, but may not have more than four (4) Fixed Rate Loan Options open during any one statement period.

1. Term: The maximum term for a Fixed Rate Loan Option may not exceed the repayment period maturity date of the Equity Maximizer account.
2. Loan Amount: The minimum loan amount for a Fixed Rate Loan Option that can be requested at origination is \$5,000 and the maximum amount allowable is 90% of the total Home Equity Line of Credit line amount. The minimum loan amount for those Fixed Rate Loans Options transferred during the draw or repayment period is \$5,000 and the maximum amount is 100% of the remaining line amount.
3. ANNUAL PERCENTAGE RATE: The Fixed Rate Loan Option ANNUAL PERCENTAGE RATE will be determined by the Lender at the time you transfer to a Fixed Rate Loan Option. Your Fixed Rate Loan Option interest rate and the related payment amount may increase if you are no longer eligible for one or more of the following discounts that may be reflected in your original Fixed Rate Loan Option rate: .25% discount for automatic payments; and up to .50% discount for owner-occupied property.
4. Fixed Monthly Payment: Each payment will be a fixed dollar amount to be determined at the opening of a Fixed Rate Loan Option(s). You may arrange a different payment date for each Fixed Rate Loan Option. Each Fixed Rate Loan Option payment will consist of principal and interest and will be amortized over the term you select.

At any time you can elect to transfer your Fixed Rate Loan Option balance(s), along with any accrued interest, to the Variable Rate Principal Balance subject to the variable rate ANNUAL PERCENTAGE RATE and minimum payment requirements.

8. **Receipt of Payments and Payment Application.** All payments made by check, automatic account debit, electronic funds transfer, money order, or other instrument must be received by us at the remittance address on your periodic Billing Statement. Payments received at that address prior to 2:00 PM at the location specified, or a payment made at one of our banking centers in the state or our address indicated as the remittance address by 2:00 PM on any business day will be credited as of the date received. Business days are Monday through Friday, exclusive of legal holidays. If the due date falls on a Saturday, Sunday, or legal holiday, the due date will not be extended. Unless otherwise agreed or required by applicable law, payments and other credits will be applied to FINANCE CHARGES, other charges and fees, and principal in any order we choose without notice. Notwithstanding the foregoing, (1) Lender is not required to make Advances immediately available after applying your payment and may require confirmation that your payment was in good funds, (2) Lender may apply your payments using its standard payment application methodology, as the methodology may be modified by the Lender from time to time, and (3) unless prohibited by applicable law or otherwise restricted by this Agreement, Lender has the right at its sole discretion to suspend the making of Advances under this Agreement for any reason regardless of whether you receive notice of suspension, including but not limited to suspending Advances to defend against possible fraud.

9. **Advances.** During the Draw Period, you may request Advances from your Account, and any amounts you repay will subsequently be available for Advances, subject to the limitations of this Agreement. If there is more than one of you, each of you may obtain Advances in accordance with the terms of this Agreement. Each of you is individually responsible for payment of the entire Account balance regardless of who actually requested the Advance.

If there is more than one person authorized to use this Credit Line, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

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The words "Authorized Signer" on Special Convenience Checks and Bank of America ATM cards or Bank of America Check Card or Account Access cards as used in this Agreement means and includes each person who (a) signs the application for the Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for this Credit Line.

You may obtain Advances under your Credit Line Account as follows.

A. **Credit Line Checks.** Writing a preprinted "Special Convenience Check" that we will supply to you.

B. **Telephone Request.** Requesting a credit advance from your Account to be applied to your designated account by telephone upon proper identification and in accordance with procedures established by us. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your Deposit Account Agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request when acting upon such instructions believed to be genuine.

C. **Requests in Person.** Requesting a credit advance in person at any of our authorized locations.

D. **Automated Teller Machine ("ATM") Access.** (Not available in all states) Using your "Bank of America ATM card or Bank of America Check Card or Account Access Card" at any of our designated ATM locations to withdraw or transfer funds in excess of the available collected balance in the account.

E. **Bank of America Equity Maximizer VISA® Account Access Card** (the "Account Access Card"). (Not available in all states) Using the Account Access Card as described in this Agreement. Visa is a registered trademark of Visa International Service Association.

F. **Online Banking.** Transferring funds to a deposit account and such other online banking capabilities as made available by Lender from time to time.

G. **Limitations on the Use of Checks.** We reserve the right not to honor Special Convenience Checks in the following circumstances:

1. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Special Convenience Check.

2. **Post-dated Checks.** Your Special Convenience Check is post-dated. If a post-dated Special Convenience Check is paid and as a result any other check is returned or not paid, we are not responsible.

3. **Stolen Checks.** Your Special Convenience Checks have been reported lost or stolen.

4. **Unauthorized Signatures.** Your Special Convenience Check is not signed by an "Authorized Signer" as defined below.

5. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Special Convenience Check.

6. **Other Special Convenience Check Limitations.** You may not make a payment on the Account with a Special Convenience Check. You notify us that you wish to stop payment of a Special Convenience Check; however, you will not hold us liable if we try to stop payment of Special Convenience Check and we are unable to do so. You may try to stop payment on a Special Convenience Check by notifying Customer Service at the number listed on your statement. Your stop payment order will remain in effect for six (6) months unless renewed.

If we pay any Special Convenience Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Special Convenience Check. The Special Convenience Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Special Convenience Checks along with your periodic Billing Statements; however, your use of each Special Convenience Check will be reflected on your periodic statement as a credit advance. We do not "certify" Special Convenience Checks drawn on your Credit Line.

H. **Limitations on the Use of ATM Cards.** We reserve the right not to honor the Bank of America ATM card or Bank of America Check Card or Account Access Cards in the following circumstances:

1. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by honoring the Bank of America ATM card or Bank of America Check Card or Account Access Card charge.

2. **Stolen ATM Cards.** Your Bank of America ATM card or Bank of America Check Card or Account Access Cards have been reported lost or stolen.

3. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we honored the Credit Line charge.

4. **Other ATM Card Limitations.** If we pay any Advance requested by use of the Bank of America ATM card or Bank of America Check Card or Account Access Card under these conditions, you must repay us, subject to applicable laws, for the amount of the Advance. The Advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an Advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Your use of the Bank of America ATM card or Bank of America Check Card or Account Access Card will be reflected on your periodic statement as a credit advance.

I. **Transaction Requirements for Account Access Card.** The following transaction limitations will apply to the use of your Credit Line:

1. **Account Access Card Limitations.** The following transaction limitations will apply to your Credit Line and accessing by other methods.

2. **Limitations on the Use of Account Access Card.** We reserve the right not to honor the Account Access Card linked to this Credit Line in the following circumstances:

a. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Account Access Card transaction.

b. **Stolen Account Access Card.** Your Account Access Card has been reported lost or stolen.

c. **Unauthorized Signatures.** Your Account Access Card is not used by a Borrower who has been issued one.

d. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in the Agreement or could be if we paid the Account Access Card transaction.

3. **Other Account Access Card Limitations.** If we pay any Advance requested by use of the Account Access Card under these conditions, you must repay us, subject to applicable laws, for the amount of the Advance. The Advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an Advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Your use of the Account Access Card will be reflected on your periodic statement as a credit advance.

4. **Liability for Unauthorized Account Access Card Transactions.** You are not liable for unauthorized use of your Account Access Card. Notify us promptly if you believe your Account Access Card has been lost or stolen or if you discover any unauthorized transactions. We may require you to provide a written statement regarding claims of unauthorized Account Access Card transactions.

5. **Limitations on Lender's Liability.** Lender's liability, if any, for wrongful dishonor of any Advance request is limited to Borrower's actual damages. Lender shall not be liable if any merchant, financial institution or ATM refuses to honor the Account Access Card.



J. Lost Special Convenience Checks and Bank of America ATM card or Bank of America Check Card or Account Access Cards. If you lose your Special Convenience Checks or Bank of America ATM card or Bank of America Check Card or Account Access Card(s) or if someone is using them without your permission you agree to let us know immediately. You can notify us at our address shown at the beginning of this Agreement.

K. Future Credit Line Services. Where permitted by applicable law, your application for this Credit Line also serves as a request to receive any new services (such as access devices) that may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

L. Credit Line Special Convenience Check, Telephone Request, In Person Request and ATM Access Limitations. Except as otherwise provided in this Agreement, there are no transaction limitations for the writing of Special Convenience Checks, requesting an Advance by telephone, requesting an Advance in person, or using the ATM.

10. Billing Statements. If you have a balance owing on your Account or have any Account activity, we will send you a Billing Statement. Billing Statements will show, as applicable, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your previous balance, and/or your new balance. Payments will be due as shown on the Billing Statements.

11. Automatic Payment. If you choose to have payments made from a designated account and have arranged with us to do so, we will automatically draft the payment. Drafts will be made on the payment due date or immediately after the payment due date (if the payment due date is on a Saturday, Sunday or legal holiday). If your account does not contain the payment amount due, you understand that it is your obligation without notice from us to make the full payment. Even if you make a manual payment, an automatic payment will be drafted from your designated account, unless you make such manual payment for the full payment due at least three (3) business days prior to the due date; however, if you make less than a full manual payment at least three (3) business days prior to the due date, only the remaining amount currently due will be drafted. To stop an automatic draft, you must contact us at least three (3) business days prior to the scheduled payment draft date. We may accept late payments, partial payments or checks and money orders marked "payment in full" (or similar notations) or payments accompanied by a letter stating that our acceptance of the payment indicates our agreement to the terms set forth in the letter without giving up, waiving or losing any of our rights under law or under this Agreement.

If you choose to establish automatic payment to draft your designated Bank of America account or an approved Merrill Lynch, Pierce, Fenner & Smith investment account, the authorization will remain in full force and effect until the Bank has received written or verbal notification from you of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. If your designated account is a Bank of America account or approved Merrill Lynch, Pierce, Fenner & Smith investment account and automatic payments are terminated either by you or by the Bank, your margin may increase by up to one quarter of one percent (.25%).

12. ANNUAL PERCENTAGE RATE AND FINANCE CHARGE.

A. When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for Advances under your Credit Line will begin to accrue on the effective date of Advances on your Credit Line. There is no "free ride" period which will allow you to avoid **FINANCE CHARGES** on your Credit Line Advances.

B. How the Balance on which the FINANCE CHARGE is Calculated is Determined. The cost of the credit through the Credit Line is disclosed as a Finance Charge. Except for some closing costs (indicated in this Agreement), interest will not accrue until an Advance is made. You will pay interest on each Advance until it is fully paid off. We will determine the **FINANCE CHARGE** for each monthly billing period by using the following simple interest rate calculation. A **FINANCE CHARGE** is calculated daily on the Variable Rate Principal Balance, as defined above in the "Definitions" section of this Agreement, by multiplying the daily periodic rate (as indicated in "How The Rate Used To Calculate The Finance Charge Is Determined") by the daily Variable Rate Principal Balance. If there is a Pre-Cycle Balance, which is an Advance or other transaction with an effective date prior to the current billing period but posted to your Credit Line during the current billing period, a **FINANCE CHARGE** is calculated daily on the Pre-Cycle Balance by multiplying the daily periodic rate(s) from the prior billing cycle(s) by the Pre-Cycle Balance from the effective date to the end of the prior billing cycle(s). Then, the Pre-Cycle Balance will become part of the Variable Rate Principal Balance as of the first day of the current billing cycle and subject to a Variable Rate Principal Balance **FINANCE CHARGE** as described.

To get the daily Variable Rate Principal Balance we (i) take the beginning Variable Rate Principal Balance for that day (including any applicable Pre-Cycle Balance(s)) (ii) add to that amount all Advances and sums advanced by us to fulfill any obligations under a Security Instrument (such as a mortgage, deed of trust, or security agreement), if any, for that day, then (iii) subtract all principal balance payments and credits for the Variable Rate Principal Balance for that day. All of the daily Variable Rate Principal Balance **FINANCE CHARGES** for the monthly billing cycle are added together to get the total Variable Rate Principal Balance **FINANCE CHARGE** for the monthly billing cycle. The Pre-Cycle Balance **FINANCE CHARGE** and any applicable transaction charges are added to the Variable Rate Principal Balance **FINANCE CHARGE** to get the total **FINANCE CHARGE** for the monthly billing cycle. For Fixed Rate Loan Option balances, the estimated **FINANCE CHARGE** is calculated at the establishment of the Fixed Rate and is included in the fixed payment amount.

C. How the Rate Used to Calculate the FINANCE CHARGE Is Determined. The initial Variable Rate Principal Balance daily periodic rate used to compute the Variable Rate Principal Balance **FINANCE CHARGE** is $1/365^{\text{th}}$ of the initial Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** (as indicated under "Periodic Rate and Corresponding **ANNUAL PERCENTAGE RATE**"). The Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** is a variable rate involving both an index and a margin, both described under "Periodic Rate and Corresponding **ANNUAL PERCENTAGE RATE**" below. **FINANCE CHARGES** will accrue on an actual 365-day year basis (366 day year basis for leap year). If, however, you received a discounted margin for (1) automated payments from your designated Bank of America account, (2) using the Property as an owner-occupied principal residence, (3) an initial Advance maintained for at least the first three consecutive billing cycles, as described in an Amendment hereto (if any), or (4) any other applicable discount, then the Variable Rate Principal Balance Daily Periodic Rate and the Variable Rate Principal **ANNUAL PERCENTAGE RATE** may increase as a result of the loss of one or more of such discounts, as described in Section 13 below. The addition of a fee may cause the actual Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** for the monthly billing cycle to exceed the Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** stated in this Agreement.

If the Index is unavailable for any monthly billing cycle, we will use the Index for the most recently preceding monthly billing cycle in which the Index was available. If the Index ceases to be published during the term of this Agreement, we will select a substitute index and margin. The substitute index will be a historical movement substantially similar to the Index, and the substitute index and margin will result in an **ANNUAL PERCENTAGE RATE** at the time it is substituted that is substantially similar to the rate in effect at the time the Index became unavailable.

There is no limitation on the size of any interest rate adjustment or the number of interest rate adjustments that may be made on the Credit Line so long as the resulting **ANNUAL PERCENTAGE RATE** does not exceed the Maximum Interest Rate and is not lower than the Minimum Interest Rate disclosed on the first page of this Agreement. Any increase or decrease in the Index that occurs would cause a corresponding increase or decrease in the Daily Periodic Rate, **ANNUAL**



PERCENTAGE RATE, FINANCE CHARGES and possibly the Total Minimum Payment Due. You understand that adjustments based on an Index change will be applied automatically to the Credit Line and you will not receive advance notice of that adjustment.

The Finance Charge on a Fixed Rate Loan Option is determined on a simple interest basis. If you make a Fixed Rate Loan Option payment(s) before or after any specified payment date, either the amount of your originally scheduled final payment may be lower or higher than the amount initially established or additional payment(s) may be required.

13. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Variable Rate Principal Balance as follows. We start with an independent Index, which is the Prime Rate as published daily in the "Money Rates" table of *The Wall Street Journal* (the "Index"). When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the date of the **ANNUAL PERCENTAGE RATE** adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of the Credit Line Account, we may designate a substitute Index (and, if necessary, a new margin) after notice to you.

A. Rate Computation. After the initial billing cycle, the **ANNUAL PERCENTAGE RATE** is determined using the Index published as of the last business day prior to the first day of the next monthly Billing Statement plus a margin, as shown below, and will be effective on the first day of the next monthly billing cycle.

To determine the Daily Periodic Rate that will apply, we add the applicable margin to the value of the Index and divide the value by the number of days in a year. To obtain the **ANNUAL PERCENTAGE RATE**, we multiply the Daily Periodic Rate by the number of days in a year. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

The estimated Index that applies during your initial billing cycle is **7.500 % per annum**. The margin is **1.430 %**. The estimated initial Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line Account are as stated below. These estimates are based on the Index value available in our system as of the date your closing documents are prepared. Your actual Index value will be the value available in our system for the billing cycle.

ESTIMATED INITIAL BILLING CYCLE RATES

Range of Balances or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
ALL BALANCES	1.430%	8.930%	0.02447%

You agree that at Lender's option your margin may increase if one or more of the following events occurs:

- (1) By up to one quarter of one percent (.25%) if you received a discount for automatic payments as described in Section 11 and such payments are no longer made automatically.
- (2) By up to one half of one percent (.50%), if the occupancy status of the Property changes from owner-occupied to second home, investment property, or other non-owner occupied.
- (3) By the amount described in an Amendment hereto (if any) if you received a discount for an initial Advance but fail to maintain the required balance as outlined in the Amendment.

No increase in margin as described above shall result in an **ANNUAL PERCENTAGE RATE** in excess of the Maximum Interest Rate disclosed on the first page of this Agreement or otherwise in excess of the maximum interest rate permitted by applicable law. Any increase in your margin (1) will be effective as of the date you cease to be eligible for the related discount and (2) may result in an increase in your scheduled minimum payment amount.

B. Limits. The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Account will increase or decrease as the Index increases or decreases from time to time. There is no limit to the amount by which the **ANNUAL PERCENTAGE RATE** can increase or decrease over a 1-year period, except as limited by the Maximum Interest Rate or Minimum Interest Rate disclosed on the first page of this Agreement. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect monthly. In no event will the corresponding **ANNUAL PERCENTAGE RATE** be more than the lesser of 24.000% or the maximum rate allowed by applicable law, nor will the corresponding **ANNUAL PERCENTAGE RATE** be less than 1.990%, except to the extent that we temporarily forgo enforcement of the Minimum Interest Rate as described in Section 13.C. below.

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

C. Forgo Rate Increases or Minimum Interest Rate. If we forgo an **ANNUAL PERCENTAGE RATE** increase, at the time of a later adjustment we may return to the full Index value plus margin. If we permit the **ANNUAL PERCENTAGE RATE** to decrease below the Minimum Interest Rate, at the time of a later adjustment we may apply the Minimum Interest Rate.

14. Closing Costs. In addition to the **FINANCE CHARGES** which will be added to your Credit Line each billing cycle, you will pay the following fees, including real estate closing and security filing fees: **Not Applicable**



See Section 15.G. for a discussion of the Early Closure Fee that may apply if you close your Account within thirty-six months of the date of this Agreement.

15. Other Charges. You agree to pay the fees and charges listed below if the circumstances triggering their assessment apply. These fees and charges will be added to the Account balance and are payable as set forth in this Agreement.

A. Late Charge: If we do not receive the amount of your minimum monthly payment in full within ten (10) days after your payment due date, you will pay us a late charge equal to the greater of \$29.00 or five percent (5%) of the unpaid portion of your minimum monthly payment.

B. Returned Payment Charge: If a check or any other instrument or payment method with which you have attempted to make a payment on your Credit Line is returned to us unpaid for any reason, you may be responsible for a charge from the issuing financial institution. We do not assess a separate returned payment charge.

C. Returned Special Convenience Check: \$20.

D. Annual Fee: \$0.

E. Fixed Rate Loan Option Conversion Fee: \$0.

F. Security Instrument Discharge Fee: As permitted by applicable law, Lender may request that at the time you payoff your Credit Line, you pay the Lender's cost to record a discharge of the filings evidencing and perfecting the Security Instrument.

G. Early Closure Fee: If you close your Account within thirty-six months of the date of this Agreement, then Lender will require you to pay an Early Closure Fee of \$450 (to cover certain bona fide third party charges and other charges paid or waived by Lender rather than assessed to you at closing, some portion of which may be considered a prepayment penalty). Early Closure Fees do not apply if your credit limit is less than \$25,000 or for loans secured by property located in the State of Maryland.

H. Overlimit Fee: If your outstanding balance of Advances exceeds your Credit Limit in any month, then Lender may assess an overlimit fee of \$29. Nothing contained in this Agreement shall be deemed to authorize you to exceed your Credit Limit.

16. Refund of Fees, Charges, and Costs. The terms of this Agreement shall be construed to be consistent with applicable law. However, if a court of competent jurisdiction or other qualified authority determines that the loan charges and fees described in this Agreement exceed the limits that applicable law allows, the following shall occur. First, any such purportedly excessive charges or fees shall be reduced to the permitted amount. Second, any amounts collected that exceed the permitted amount will be returned to you, either by direct payment or by reducing the principal you owe on your Account. Your receipt of a refund made by direct payment to you or credited to your Account will constitute a waiver of any right of action you may have arising out of overcharges or allegedly excessive loan charges or fees.

17. Property Insurance; Other Charges. You agree to obtain property insurance against loss or damage to the Property, in the amounts, for the time period and against the risks that the Security Instrument and/or we require. You may obtain insurance from an insurance carrier of your choice so long as the insurance carrier is acceptable to us. If you fail to purchase and maintain acceptable property insurance, we may purchase insurance for you or on your behalf and at your expense as described in the Security Instrument. We have no obligation to obtain such insurance. Should we take this action, the equity in the Property and contents thereof may not be protected as you desire. Further, the cost of the insurance may significantly exceed the cost of such insurance that you could have obtained; this cost will be treated as an Advance.

18. Additional Rights and Remedies. In addition to the rights described elsewhere in this Agreement and in the Security Instrument, we also have the following rights:

A. Termination and Acceleration. We can terminate your Account and require you to pay us the entire outstanding Account balance under this Agreement in one payment, and charge you certain fees, if any of the following occur: 1) You engage in fraud or make a material misrepresentation (including but not limited to a representation about the occupancy of the Property) at any time in connection with your Account or any other account with Lender; 2) We do not receive the full amount of any Minimum Payment due by its due date or you fail to meet any of the other repayment terms of this Agreement; 3) Your action or inaction adversely affects the Property or our rights in it (for this purpose, the words "you," "your," and "yours" also refer to the owner of the Property, if different than you). Examples of these actions or inactions include, but are not limited to: a) Your death, if you are the sole Borrower on the Account; or the death of all but one Borrower, which adversely affects our security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) You transfer all or part of your interest in the Property without our written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Commencement of foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property that adversely affects our security; h) Failure to pay taxes, assessments, or fees on or related to the Property, the Security Instrument, or this transaction; i) Permitting the creation of a senior lien on the Property; j) Filing of a judgment against you, if the amount of the judgment and collateral subject to the judgment is such that our security is adversely affected; k) you occupied the Property as your principal residence at the time of application for your Account but you move out of the Property without notifying Lender; or l) for a Property in the State of New York, a change in occupancy or ownership of the Property triggers an increase in the mortgage recording tax.

We may, at our option, take lesser action than those described in this Section 18. Such lesser action may include, without limitation, suspending your Account and not allowing you to obtain any further Advances, reducing your Credit Limit, and/or changing the payment terms on your Account. If we take any such action, this shall not constitute an election of remedies or a waiver of our right to exercise any rights or remedies under the remainder of this Section 18, the remaining provisions of this Agreement, the Security Instrument, or at law or in equity. We may take action under this Section only after complying with any notice or cure provisions required under applicable law. In the event we elect not to terminate the Account or take any lesser action as provided in this Section 18, we do not forfeit or waive our right to do so at a later time if any of the circumstances described above exists at that time.

B. Suspension or Reduction. We can refuse to make additional Advances or reduce your Credit Limit during any period of time in which any of the following are in effect: 1) The value of the Property declines significantly below the value as determined by us at the time you applied for your Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity in the Property is reduced by fifty percent (50%) or more, and may include a smaller decline depending on individual circumstances; 2) We reasonably believe you will not be able to meet the repayment requirements set forth in this Agreement due to a material change in your financial circumstances; 3) You are in default of a material obligation in this Agreement, including, without limitation, your failing to make a Minimum Payment on a date that it is due or your failure to perform any of your Important Obligations listed in Section 18.C below; 4) Government action prevents us from imposing the ANNUAL PERCENTAGE RATE provided for in this Agreement; 5) Government action impairs our security interest such that the value of our interest is less than 120 percent of your Credit Limit then in effect; 6) A regulatory agency which supervises us has notified us that continued Advances would constitute an unsafe and unsound practice; 7) The ANNUAL PERCENTAGE RATE under this Agreement reaches the Maximum Interest Rate disclosed on page one of this Agreement. If we refuse to make additional Advances or reduce your Credit Limit under this Section 18B, within three business days

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after taking such action or, if different, within such other period as may be prescribed by Regulation Z under the Truth in Lending Act, we will send you a written notice stating the reason for such action. If, for any reason, you believe your ability to obtain Advances or your Credit Limit should be reinstated, you must send us a written request for reinstatement and include in the request the reasons why you believe your ability to obtain Advances or your Credit Limit should be reinstated.

C. Important Obligations. You agree to perform each of the following Important Obligations:

- A. You will pay all of your existing and future debts to Lender under any existing or future agreement with Lender and you will pay all of your existing and future debts to your other creditors as they become due and will not allow a creditor to obtain a judgment against you.
- B. You will not permit any person or entity to levy upon, attach, garnish or otherwise take any money, account or other property deposited with Lender or in Lender's possession that belongs to you.
- C. From time to time, if requested, you will supply Lender with current financial information about you as described in Section 25 of this Agreement.
- D. You will not make any material misrepresentation in connection with your Account, whether in your application, in this Agreement, or in the Security Instrument, and you will not make any material misrepresentation in connection with any other account with Lender.
- E. You will not permit a receiver, sequestrator, liquidator, trustee, guardian, conservator or other judicial representative to be appointed for you or any of your property or for the Property.
- F. You will not use or allow use of the Property for any illegal purpose that may subject the Property to seizure.
- G. You will not file or record or permit to file or recorded a lien, encumbrance or security instrument that takes priority over the Security Instrument for future advances made under this Agreement.
- H. You will not fail to comply with any material obligation in this Agreement or in the Security Instrument such as your promise not to exceed your Credit Limit.

- I. You will sign any additional or corrective documents in connection with this Agreement or the Account as described in Section 25 below.

19. Collection Costs. If you are in default and we either require you to pay us immediately in full or we otherwise incur costs in connection with the enforcement of your Account, we may require that you pay our collection costs and expenses to the extent not prohibited by law. If we bring a lawsuit to collect, you will pay our reasonable attorneys' fees and court costs allowed by applicable law and set by the court.

20. Suspension or Termination by You. Each of you has the right, upon proper written notice to us, to suspend the privilege of obtaining new Advances. A request to suspend the privilege of obtaining Advances, even if made only by one of you, will be effective against all of you. Advances will be reinstated upon our receipt and acceptance of a written reinstatement request signed by each of you, provided that no event(s) or condition(s) permitting a suspension of Advances under this Agreement then exist. To do so, you must notify us in writing.

If one of you requests termination of the Account, the Account will be terminated for all of you. At our option, we may release some of you from liability under this Agreement and/or under applicable law without releasing all of you.

If you terminate your Account, you will have no further right to Advances under this Agreement, and you must notify us and return all Special Convenience Checks and any other access devices. Any use of Special Convenience Checks or other access devices following suspension or termination may be considered fraud. You will also remain liable for any further use of the Special Convenience Checks or other Credit Line access devices not returned to us.

21. Effect of Suspension of Your Account. If your Account is suspended or terminated for any reason, you will nonetheless remain obligated to pay the Account balance in accordance with the terms of this Agreement. Upon termination of your Account by either you or us, you must return to us all Checks, Credit Cards, or other Account access devices given to you. If either you or we terminate your Account, you will not be entitled to a refund of any FINANCE CHARGES, fees, charges, paid or payable under the Account.

22. Change in Terms. After you open your Account, we may modify or amend the terms of this Agreement and/or the other loan documents pertaining to the Account if any of the following conditions exist: 1) You consent in writing to our proposed modification or amendment at that time; 2) The modification or amendment unequivocally benefits you throughout the remainder of the term of this Agreement; 3) The modification or amendment results only in an insignificant change to the terms of this Agreement and/or the other loan documents; 4) The modification or amendment involves the substitution of a new Index and margin, as provided in Section 13 above. Any Account balance on the effective date of any modification or amendment is subject to the modification or amendment.

23. Prepayment. You may prepay all or any amounts owing under this Credit Line at any time without penalty, other than any Early Closure Fee as described in Section 15.G. However, we will be entitled to receive all accrued FINANCE CHARGES and any other accrued fees or charges.

24. Tax Consequences. You acknowledge that we (including our employees and representatives) have given you no assurances, representations or warranties (a) that the FINANCE CHARGES and other fees and charges paid on your Account are tax deductible or (b) otherwise concerning the tax implications of this transaction or ownership and use of the Property. You should consult your own tax advisor concerning (a) the deductibility of the FINANCE CHARGES and other fees and charges for the Account and (b) all tax implications of this transaction and ownership and use of the Property.

25. Review of Your Account. Upon our request, you will provide us with current financial and credit information and will sign any additional or corrective documents in connection with this Agreement or the Account. At our option, you will either furnish copies of your most recent income tax returns or provide us with a signed IRS Form authorizing the IRS to provide us a return transcript. You authorize us to release information about you to our Affiliates or third parties as described in our privacy policy and our Fair Credit Reporting Act notice or similar notices, provided you do not opt out of the applicable policy or as permitted by applicable law. You also authorize us to obtain credit reports on you at any time, at our sole option, and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We also may from time to time obtain a new valuation of the Property that secures the Credit Line at any time, including internal inspection, at our sole option and expense.

26. Use of the Credit Line. You may use your Credit Line subject to the following limitations:

A. Legal Transactions. Borrower agrees that Borrower will only use the Credit Line for transactions that are legal where Borrower resides. For example, internet gambling transactions may be illegal in Borrower's state. Display by an on-line merchant of either Lender's logo or a card company's logo does not mean that an internet transaction is legal where Borrower resides. Lender will not be liable if Borrower engages in an illegal transaction using the Credit Line.

B. Authorizations. Some transactions require Lender's prior authorization. For security purposes, Lender may from time to time place or change limits on the number or amounts of transactions (including Advances) Borrower makes in a day at ATMs or point-of-sale terminals. Such limitations may not be the same at every ATM or point-of-sale terminal. The limitations placed on a "Bank of America ATM Card" or "Bank of America Check Card" when using an ATM or point-of-sale terminal may not be the same as the limitations placed on an Account Access Card used at the same ATM or point-of-sale terminal. Except as otherwise may be specified by Lender, no such limits are placed on the number or amounts of transactions (including Advances) Borrower makes: at Lender's banking centers, by writing a Special Convenience Check, by conducting an overdraft protection transaction (subject to the ATM limits, above), or by telephone. In addition, Lender may deny authorization to any method of accessing the Credit Line if the Credit Line has been suspended or terminated or if Lender suspects



fraudulent activity, and Lender shall not be liable for any failure to authorize any transaction (including Advances) for any of these reasons. However, Borrower is liable for any transaction (including Advances) Lender authorizes even if Lender should not have authorized it because Borrower is or would be in default under this Agreement as a result of the transaction.

C. No Security Interest on Purchases. This Agreement does not grant Lender a security interest in purchases Borrower charges to the Credit Line.

D. Transactions With Merchants (a) If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", or similar language, Borrower will be bound by that policy when Borrower uses the Credit Line to buy goods or services from that merchant. (b) When using the Credit Line to make travel or lodging reservations, Borrower must obtain the merchant's cancellation policy and follow it if Borrower cancels. If Borrower cancels, Borrower must obtain the cancellation number that the merchant is required to give Borrower. The merchant may charge Borrower for a cancelled transaction unless Borrower can provide Lender with a correct cancellation number. If Borrower makes reservations or purchases of any kind, such as lodging reservation for several nights stay or a mail order purchase, the Credit Line may be immediately charged for the full amount of the reservation or purchase, regardless whether Borrower has received the goods or services requested at the time the Credit Line is charged. (c) If Borrower authorizes a merchant to charge the Credit Line for repeat transactions without the Account Access Card, then Borrower must notify the merchant when Borrower wants to discontinue the repeat transactions or if the Credit Line is closed or if a new Credit Line or Account Access Card number is issued by Lender. Otherwise, Borrower will be responsible to Lender for the amount of all such repeat transactions. (d) If Borrower disagrees with a transaction on Borrower's statement or has a dispute with a merchant as a result of a transaction, Borrower will provide Lender with information or assistance Lender reasonably requests. Otherwise, Borrower will pay Lender for any resulting loss Lender has, unless Lender is prohibited by applicable law from holding Borrower liable for Lender's loss. (e) If Borrower makes a transaction in a currency other than U.S. dollars, Visa will convert the charge or credit into a U.S. dollar amount. The conversion rate will be determined using Visa currency conversion procedures that are disclosed to institutions issuing Visa cards. The conversion rate on the processing date may differ from the rate on the date of Borrower's transaction. Currently, Visa uses a currency conversion rate of either: (1) a rate selected by VISA from a range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the central processing date. In each case, Visa uses the rate in effect one day before the conversion date. In the event Visa chooses to change the currency conversion rate or the day on which the currency conversion rate is determined, then transactions on the Credit Line made in a foreign currency and processed after the change will reflect the change.

E. Special Rule for Account Access Card Purchases. If Borrower has a problem with the quality of goods or services that Borrower purchased with an Account Access Card, and Borrower has tried in good faith to correct the problem with the merchant, Borrower may not have to pay the remaining amount due on the goods or services. Borrower has this protection only when the purchase price was more than \$50 and the purchase was made in Borrower's home state or within 100 miles of Borrower's mailing address. (If Lender owns or operates the merchant, or if Lender mailed Borrower the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.).

F. Overdraft Protection and Linked Accounts. If the Credit Line Account is not blocked, suspended or terminated, you may request that the Credit Line Account be set up to provide overdraft protection for an associated Bank of America checking or Money Market Savings account, subject to the terms and conditions for such overdraft protection (including but not limited to any minimum transfer amount and any fees for each such overdraft protection advance) as specified in the applicable Deposit Agreement and Disclosures and/or Personal Schedule of Fees for such associated account, as amended from time to time. If the associated account is closed or blocked, Overdraft Protection will stop. If you request that the Credit Line be connected to or 'linked' to another Lender product, you understand and agree that a user on the 'linked' account can make a transaction that exceeds the available balance on the 'linked' account and cause an Advance to be made. Also, if an ATM access card is given to a user on the 'linked' account, that user when using the ATM access card may access the Credit Line and obtain an Advance without making a transaction directly on the 'linked' account. That user may or may not be a party obligated for this Agreement. Overdraft protection is not available in all states or for all loan products.

G. Skip Payment Feature. At our discretion, from time to time we may offer a feature that will allow you to skip one or more payments on your Account. FINANCE CHARGES will continue to accrue on the Account at the applicable ANNUAL PERCENTAGE RATE. At the end of the skip payment period, the payment terms of this Agreement will be reinstated automatically without further notice.

27. Reserved.

28. Miscellaneous. If this Agreement represents a renewal, modification, extension, substitution or consolidation of an obligation owed to us, then you acknowledge and agree that there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to payment or enforcement of the prior obligation. If this Agreement is a renewal of a prior note or agreement with you, then it is the intent of the parties that the note or Agreement evidencing the original extension of credit not be extinguished by the renewal unless required by applicable state law. Our records shall be evidence that this Agreement is a renewal.

You expressly consent and agree that in connection with the administration of this Agreement and your Account, including but not limited to matters relating to default (including the failure to make a Minimum Payment by the due date), you will accept calls regarding the administration and collection of this Agreement and your Account at any residence or place of employment and at any telephone number on file with the Lender, including but not limited to cellular phones. The calls can be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited calls" for purposes of any federal, state or local law. You also agree that Lender may use electronic communications by e-mail, text messaging, or other electronic means, to the extent not prohibited by applicable law, to communicate with you about your account. To improve customer service and security our calls with you may be recorded. You agree that monitoring or recording may be done and that no additional notice to you or additional approval from you is needed.

You authorize us, our parent company, Bank of America Corporation (or any successor company) and Bank of America Corporation's affiliates and subsidiaries ("Affiliates"), to the extent permitted by applicable law, to: (a) obtain other information deemed necessary concerning your credit experience and other information from credit reporting agencies, creditors, and any department of motor vehicle or similar state agency, your employer (past, present and future) and other persons (and all entities may release and/or verify such information to us at any time without notification to you or without your consent), and (b) share information with our Affiliates, except to the extent that you have opted out of such sharing as provided in our Privacy Policy for consumers or as otherwise limited by applicable law.

29. Entire Understanding. This Agreement together with the Security Instrument constitutes the entire understanding and agreement between the parties as to the matters set forth in this Agreement and the Security Instrument and supercede all prior understandings and correspondences, written or oral, with respect to the subject hereof.

30. Delay in Enforcement. We reserve the right to defer or delay the date certain changes are to occur without notice and without being liable for such delay or deferral. A court decree for divorce or separation or no-court approved mutual agreement does not affect, eliminate or reduce any person's liability for the Agreement or the Account balance if we are not a party to the decree or agreement.

KAREN FESSANO/995251011218200

BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT
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- 31. Governing Law.** This Agreement will be governed by and interpreted in accordance with federal law and, to the extent not preempted by federal law, by the laws of the State of **SOUTH CAROLINA**, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of any laws other than federal law or the laws of such State; provided, however, that matters related to the exportation of interest (as defined by federal law) will be governed by the laws of the State of North Carolina. The credit transaction that is evidenced by this Agreement has been approved, made and funded, and all credit documents have been accepted by Lender, in the State of North Carolina. All Advances are made and will be made from the State of North Carolina, unless the Lender elects otherwise.
- 32. Severability.** If any portion of this Agreement conflicts with, contradicts or otherwise contests applicable federal, state, tribal, or local law, then to the extent possible such portion shall be construed as being consistent with such applicable law, and further will be deemed changed to the extent necessary to accomplish this end. If any such conflicting or contradicting portion of this Agreement cannot be so construed or changed, it will be deemed severed from this Agreement and will not affect other provisions of this Agreement, which shall be given full effect without regard to the conflicting or contradicting portions.
- 33. Irregular Payments.** We may accept late payments, partial payments, and items marked "payment in full" even if they are not full payments, without losing any of our rights under this Agreement, and you will remain obligated to pay amounts owed under this Agreement. All written communications concerning disputed amounts including any checks or other instruments that indicate a payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations as full satisfaction of a disputed amount must be mailed or delivered to us at the address shown on your periodic statement.
- 34. Waiver of Notice.** Subject to applicable law, you waive presentment for payment, demand, protest, and notice of dishonor, notice of acceleration, notice of intent to accelerate, and notice of nonpayment.
- 35. Sending of Notices.** Except as otherwise provided in this Agreement, all notices must be in writing. Notice to any of you shall be deemed notice to all of you. Any Billing Statement or notice to you under this Agreement will be sufficiently given if sent to your address on file in connection with the Account or to a new address of which you have notified us in writing at least twenty calendar days before the sending of the Billing Statement or notice. Any notice that you give to us must be provided to us at the address listed on the first page of this Agreement, or a different address if you are notified of the same.
- 36. Transfer and Assignment.** We may transfer or assign this Agreement, the Security Instrument and any other loan document relating to the Account to any person or entity without notice to you. You may not transfer, assign or delegate your duties under this Agreement or the Security Instrument. Subject to applicable law this Agreement is binding on you, your successors, heirs and personal and legal representatives.
- 37. Assumption.** This Account is not assumable. This means that someone buying the Property may not take over this Account as his/her own obligation on the terms of this Agreement or on any other terms.
- 38. Right of Setoff.** To the extent allowed by applicable law, we have the right to setoff if you are in default under this Agreement. Having the right of setoff means that we may, but do not have to, apply any balance you owe to us against any of your deposits and accounts or securities now or hereafter in our possession or in the possession of any Bank of America affiliate or subsidiary.
- 39. Caption Headings.** Caption headings are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

BILLING ERROR RIGHTS YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter give us the following information:

Your name and account number;

The dollar amount of the suspected error;

Describe the error and explain, if you can, why you believe there was an error. If you need more information, describe the item you think is wrong.

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try and collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.



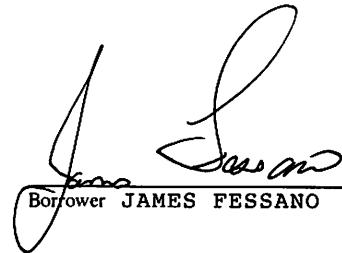
If you fail to pay us the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we will tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone that we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill is correct.

Acknowledgment. You understand and agree to the terms and conditions of this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled *What You Should Know About Home Equity Lines of Credit* provided to you at application.

WITNESS: ACCEPTED AND AGREED TO:


Borrower KAREN FESSANO Date 6/17/25


Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

KAREN FESSANO/995251011218200

BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT
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AMENDMENT TO BANK OF AMERICA EQUITY MAXIMIZER® AGREEMENT AND DISCLOSURE STATEMENT

Loan Number: 0644942000

Property Serving as Security (the "Property"): 1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466

Borrower's Name and Address: KAREN FESSANO, JAMES FESSANO, 1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466-8374

This Amendment (the "Amendment") is made and entered into as of June 7, 2025 by KAREN FESSANO, JAMES FESSANO

(the "Borrower") and BANK OF AMERICA, N.A., a national banking association (the "Bank") to modify and amend that certain Bank of America Equity Maximizer® Agreement and Disclosure Statement (the "Agreement") of even date between Borrower and Lender.

The Agreement is hereby amended as follows:

1. Section 13 as set forth in the Agreement is modified by substituting the following text for the final portion of Section 13.A:

You agree that at Lender's option your margin may increase if one or more of the following events occurs:

- (1) By up to one quarter of one percent (.25%) if you received a discount for automatic payments as described in Section 11 and such payments are no longer made automatically.
- (2) By up to one half of one percent (.50%), if the occupancy status of the Property changes from owner-occupied to second home, investment property, or other non-owner occupied.
- (3) By up to 1.000 %, if you received a discount for an initial Advance of at least \$100,000.00 but fail to maintain a balance on your Account of at least \$100,000.00 for at least the first three full consecutive billing cycles (except to the extent any reduction in the balance is attributable to required principal payments).

No increase in margin as described above shall result in an ANNUAL PERCENTAGE RATE in excess of the Maximum Interest Rate disclosed on the first page of this Agreement or otherwise in excess of the maximum interest rate permitted by applicable law. Any increase in your margin (1) will be effective as of the date you cease to be eligible for the related discount and (2) may result in an increase in your scheduled minimum payment amount.

KAREN FESSANO/995251011218200

AMENDMENT TO BANK OF AMERICA EQUITY MAXIMIZER®
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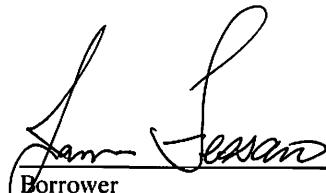
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2. Except as modified and amended hereby, the terms of the Agreement shall remain in full force and effect.


Borrower
KAREN FESSANO

Date
01/07/2025


Borrower
JAMES FESSANO

Date
06/07/2025

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date



HELOC AGREEMENT RIDER - VARIABLE INTRODUCTORY RATE

This Rider is made part of and modifies the Bank of America Equity Maximizer Agreement and Disclosure Statement or Bank of America Equity Creditline® Agreement and Disclosure Statement - Texas ("Agreement") signed by you today. All capitalized terms used in this Rider have the same meaning as in the Agreement.

Notwithstanding anything to the contrary stated in the Agreement, through the period ending on December 7, 2025 or such later date as extended at the option of Lender ("Introductory Period"), the variable daily periodic rate and the VARIABLE ANNUAL PERCENTAGE RATE ("APR") for Eligible Balances (as defined below) on your account will be determined as described in the Agreement, except that we will apply a discounted margin of -1.510 percentage points to the Index.

The balances that will accrue interest at the Introductory Period ANNUAL PERCENTAGE RATE are those balances/transfers taken on or before December 7, 2025 ("Eligible Balances"). All other balances not deemed "Eligible Balances" will accrue interest as described in Section 13 of the Agreement.

Based on this discounted margin as of June 7, 2025, the initial variable daily periodic rate is 0.01641 % and the initial variable ANNUAL PERCENTAGE RATE is 5.990 % for Eligible Balances during the Introductory Period. Your variable introductory rate WILL CHANGE when the Index changes, which may result in increases or decreases in the variable introductory ANNUAL PERCENTAGE RATE and the minimum monthly payment amount.

Beginning in the first complete billing cycle following December 7, 2025, your variable introductory rate will expire and the daily period rate and ANNUAL PERCENTAGE RATE for all balances will be determined as described in Section 13 of the Agreement.

The Introductory Period ANNUAL PERCENTAGE RATE does not change your maximum ANNUAL PERCENTAGE RATE, which remains equal to the rate disclosed in the Agreement. As stated in the Agreement, we may apply principal payments using our standard payment application methodology, which may change from time to time. For example, we may choose to apply your principal payments to balances (including transactions made after your last statement) with lower APRs before balances with higher APRs. In that example, until the balances with lower APRs are paid off, your principal payments will not be applied to pay down balances with higher APRs.

Notwithstanding anything to the contrary stated in the Agreement, any other margin discounts for which you may be eligible cannot be combined with the Introductory Period APR for Eligible Balances during the Introductory Period. Except for the circumstances described in the prior sentence, any such applicable margin discounts will be applied as stated in Section 13 of the Agreement.

Borrower KAREN FESSANO Date 01/12/25
Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

KAREN FESSANO/995251011218200
HELOC AGREEMENT RIDER - VARIABLE INTRODUCTORY RATE
HARVR.BOA 06/04/24

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ACKNOWLEDGEMENT AND AUTHORIZATION

Loan Number: 0644942000

Lender: Bank of America, N.A.
100 North Tryon Street
Charlotte, NC 28255

Borrower(s): KAREN FESSANO, JAMES FESSANO

DISBURSEMENT INSTRUCTIONS. I/We understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied.

IMPORTANT: The disbursements shown below **DO NOT INCLUDE** any elective INITIAL DRAW amount(s) requested by the borrower.

Approved Credit Limit: \$ 120,000.00

Disbursements From Line:

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Total Disbursements From Line: \$

Disbursements Paid in Cash:

\$
\$
\$
\$
\$
\$

Total Disbursements to Collect at Closing: \$ 0.00

Please remember that you continue to be responsible for accrued but unpaid interest or any payments due to creditors being paid from your line of credit proceeds.



AUTOMATIC PAYMENTS. You hereby authorize Lender automatically to deduct from your account numbered ACCT #: 009472076151 , the amount of any loan payment on the variable HELOC and/or from your account numbered the amount of any loan payment on the Fixed Rate Loan Option. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, you or Lender may voluntarily terminate Automatic Payments. If your designated account is a Bank of America account or an approved Merrill Lynch, Pierce, Fenner & Smith investment account and automatic payments are terminated, either by you or by the Bank, your Margin may increase by one quarter of one percent (.25%) on the variable rate balance portion of your HELOC and/or your rate may increase by one quarter of one percent (.25%) on the Fixed Rate Loan Option. The increase in Margin and/or Rate is not applicable for Texas properties that are subject to Section 50(a)(6), Article XVI of the Texas Constitution.

- I/We want the automatic payment for the option(s) as indicated above.
 I/We do not want the automatic payment option.

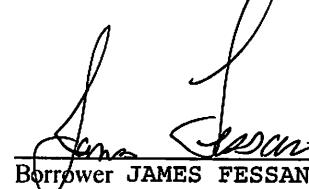
If you have authorized automatic payment above, then the following shall apply:

You hereby authorize lender to draft the described account for your loan payments. You agree to the Recurring Automatic Payment Authorization Terms and Conditions that will be enclosed with your automatic payment confirmation notice, unless you otherwise notify lender.

******IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU******

******WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.******


Borrower KAREN FESSANO Date 01/11/25


Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____





Application Number: 995251011218200

NON-BORROWER SIGNING REQUIREMENTS DISCLOSURE

To: Borrower

DO NOT RELY ON ANY VERBAL REPRESENTATIONS MADE BY ANY PERSON INVOLVED IN YOUR LOAN TRANSACTION THAT CONFLICT WITH THE REQUIREMENTS STATED IN THIS DISCLOSURE. THOSE REPRESENTATIONS WILL NOT SUPERSEDE THE REQUIREMENTS STATED IN THIS DISCLOSURE.

The purpose of this Disclosure is to inform you that, if a Non-Borrower has any interest in or rights to the property granted as security for repayment of the Borrower's loan, we may require the Non-Borrower to sign certain loan documents at closing.

"Borrower" is the person or persons who appear on the loan application and will sign the Note at closing. The term Note as used herein also includes any Home Equity Line of Credit Agreement.

"Non-Borrower" is a person who does not appear on the loan application and will not sign the Note at closing. The Non-Borrower may be a person on title to the Property, or a person not on title to the Property who is related to the Borrower by marriage or in a domestic partnership or civil union with the Borrower.

Note that the Mortgage or Deed of Trust may use the term "Borrower" to describe all parties who are required to sign such a document, and if so the document will explain that a person who signs that document but does not sign the Note is not obligated under the Note.

Non-Borrower ON TITLE to the Property

A Non-Borrower who is on title to the Property at closing will be required to sign the following documents:

- Deed of Trust or Mortgage, and all attached riders;
- Notice of Right to Cancel (if the loan transaction is rescindable);
- Truth-in-Lending Disclosures (or Home Equity Line of Credit Non-Borrower Acknowledgment); and
- Name and Signature Affidavit.

By signing these documents, the Non-Borrower does not become obligated on the Note. Only persons who sign the Note will be obligated on the Note. By signing the Deed of Trust or Mortgage, the Non-Borrower pledges his or her interest in the Property as security for repayment of the Note. If the Borrower defaults on loan, the Property and the Non-Borrower's interest in the Property could be lost to foreclosure. Ask your lending specialist which loan documents, if any, the Non-Borrower will be required to sign at closing.

Non-Borrower NOT ON TITLE to the Property

A Non-Borrower who is not on title to the Property at closing may be required to sign certain loan documents, depending on the loan type and the laws of the state where the Property is located. If the Property is in a state that recognizes marital property rights such as community property, homestead, or dower/courtesy or extends similar rights to domestic or civil union partners and common law, the Non-Borrower may be required to sign one or more of the following documents:

- Deed of Trust or Mortgage, and all attached riders;
- Notice of Right to Cancel (if the loan transaction is rescindable);
- Truth-in-Lending Disclosures (or Home Equity Line of Credit Non-Borrower Acknowledgment); and
- Name and Signature Affidavit.

By signing these documents, the Non-Borrower does not become obligated on the Note. Only persons who sign the Note will be obligated on the Note. By signing the Deed of Trust or Mortgage, the Non-Borrower pledges his or her interest in the Property as security for repayment of the Note. If the Borrower defaults on loan, the Property and the Non-Borrower's interest in the Property could be lost to foreclosure. Ask your lending specialist which loan documents, if any, the Non-Borrower will be required to sign at closing. The signature of the Non-Borrower on the security instrument does not obligate the Non-Borrower to re-pay the debt.

A Non-Borrower who does not want to sign the loan documents shown above should seek the advice of legal counsel or a professional estate planner.

KAREN FESSANO/995251011218200

NON-BORROWER SIGNING REQUIREMENTS DISCLOSURE
NBDSC.BOA 09/23/24

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BORROWER'S CERTIFICATION AND AUTHORIZATION

Loan Number: 0644942000

CERTIFICATION OF APPLICATION INFORMATION

Each of the undersigned certifies and agrees to the following:

1. I have applied for a Home Equity Line of Credit from Bank of America, N.A. ("Lender"). In applying for the Home Equity Line of Credit, I completed a Line of Credit application containing various information on the purpose of the Line of Credit, the requested amount, information about the subject property, and employment and income information. I certify that all of the information is true and complete. I made no misrepresentations in the Line of Credit application or other documents, nor did I omit any pertinent information.
2. I understand and agree that the Lender reserves the right to verify with my employer and/or my financial institution the information provided in the application and in any other required documents.
3. I agree that Lender may obtain consumer credit report(s) on me in connection with my application for credit and that Lender and any assignee or servicer of an approved account may also do so for any reviews, updates, renewals, extensions, or collection activity on the account.
4. I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, under the provisions of Title 18, United States Code, Section 1001, et seq., to knowingly make any false statements when applying for this mortgage.
5. If two or more names are set forth below, one or more applicants have stated that this is an application for joint credit. To confirm the intent to apply for joint credit, both applicants must sign and date below. If both applicants do not intend to apply for joint credit, please contact your Loan Processor immediately.
6. I agree that Bank of America, N.A. may share information about its experience with me with its subsidiaries and affiliated companies ("Bank of America Companies"). Bank of America, N.A. may also share with the Bank of America Companies information provided to it relating to this and other applications, information it may obtain about me from outside sources, and consumer report information. I may request that application information, information from outside sources and consumer report information not be shared among the Bank of America Companies by calling Bank of America at 1-888-341-5000, online at www.bankofamerica.com/privacy through Contact Us or by talking with a customer service representative at a financial center or my client relationship manager.
7. I authorize Lender to disclose, share, release, communicate, and provide to any investor private information and documentation contained in or related to my mortgage loan, which is identified below. This information and documentation may include, but is not limited to, employment history and income; bank, money market, and similar account balances and transactional history; credit history; homeowner's or condominium association records; and copies of income tax returns.

NOTICE TO BORROWERS

This is notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Veterans Affairs Loan Guaranty Service or the Department of Housing and Urban Development and the Federal Housing Administration (HUD/FHA) has a right to access financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available



to the Department of Veterans Affairs Loan Guaranty Service or HUD/FHA without further notice or authorization, but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

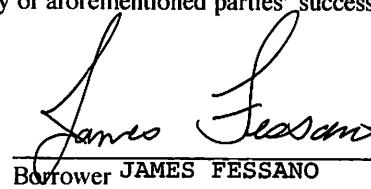
AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

In connection with my application to Bank of America, N.A. ("Lender"), I authorize the Lender to verify information contained in my loan application and related documents (whether prior to or after closing), and I authorize any employer, financial institution or other party receiving this request to supply to Lender, any investor that purchases my loan, and any other third parties as appropriate to obtain insurance (including master policies) any and all information and documentation that may be requested. Such information includes, but is not limited to, employment history and income, account balances, credit history, copies of income tax returns, rent history, utility payments, phone payments and cable payments, payoff requests, and verification of mortgage. A copy of this authorization may be accepted as an original.

AGREEMENT PURSUANT TO THE FEDERAL TAXPAYER FIRST ACT 2019: I understand, acknowledge, consent, and agree that the Lender and Other Loan Participants can obtain, use and share tax return and tax transcript information for purposes of (i) providing an offer; (ii) originating, verifying data, maintaining, managing, auditing, monitoring, servicing, enforcing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable state and federal laws, including privacy and data security laws and court orders. By signing below I attest and declare I have authority to make this agreement on behalf of my spouse, if any, if the tax information derives from a joint return. The Lender includes the Lender's affiliates, agents, service providers (including tax retrieval and information service providers, contract underwriters and processors) and any of their respective successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties, any affordable housing assistance provider, lender, or municipal or state program administrator considering additional financing, down payment, or closing cost assistance in conjunction with your loan application, and any of aforementioned parties' successors and assigns.


Borrower KAREN FESSANO Date 01/17/25


Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Note: In order to expedite the processing of your Home Equity credit request, it is important that you promptly return all documents requiring signatures. Delays in receiving required documentation will increase the processing time of the credit request. We recommend returning the documents via fax to our Toll Free fax number (866) 394-5883.



After Recording Return To:
BANK OF AMERICA, N.A.
Document Imaging & Indexing
4500 Amon Carter Blvd.
Fort Worth, Texas 76155
Mailcode: TX2-979-01-61

This Instrument Prepared By:
BANK OF AMERICA, N.A.
Document Imaging & Indexing
4500 Amon Carter Blvd.
Fort Worth, Texas 76155
Mailcode: TX2-979-01-61

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated **June 7, 2025**, together with all Riders to this document.
- (B) "Borrower" is **KAREN FESSANO, JAMES FESSANO**

the party or parties who have signed this Security Instrument.
Borrower is the Mortgagor under this Security Instrument.
(C) "Lender" is **Bank of America, NA**

Lender is a **NATIONAL BANKING ASSOCIATION** organized and existing under the laws of **THE UNITED STATES OF AMERICA**.
Lender's address is **100 North Tryon Street, Charlotte, North Carolina 28255**

Lender is the Mortgagee under this Security Instrument.

(D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is **\$120,000.00**. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other 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.

KAREN FESSANO/995251011218200

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE
SCHESI.BOA 10/03/23

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(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on June 7, 2055

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

(J) "Secured Debt" means:

(1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "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]:

1-4 Family
 Second Home
 Other(s)

Condominium Rider
 Planned Unit Development Rider

Escrow Rider
 Mortgage Insurance Rider

(L) "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.

(M) "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.

(N) "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.

(O) "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.

(P) "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 Agreement and/or this Security Instrument.

(Q) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by 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 does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the

COUNTY of CHARLESTON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]



SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of

1729 WELLSTEAD ST

[Street]

MOUNT PLEASANT

SOUTH CAROLINA

29466

("Property Address"):

[City]

[State]

[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender'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 seised 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 of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (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 Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section



15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.



All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

6. Occupancy. Unless Lender has approved this Loan to be secured by a second home or investment property, Borrower covenants the Property is occupied as Borrower's principal residence.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information)



in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.



11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

14. Agreement/Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Agreement and of this Security Instrument.



18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws



of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), 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 and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time 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. 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 sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon Borrower's request, and upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. 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.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the



mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Agreement and any future advances, whether optional or obligatory, made under this Security Instrument up to 150% of the Credit Limit plus interest thereon, attorneys' fees and court costs.

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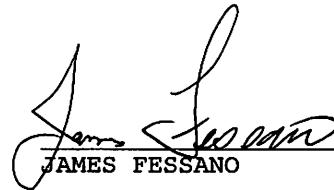
**MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

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.



KAREN FESSANO _____

-Borrower (Seal)



JAMES FESSANO _____

-Borrower (Seal)

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:



Printed Name: James Fessano

Witness:



Printed Name: M. A. Brooks



[Space Below This Line For Acknowledgment]

State of South Carolina

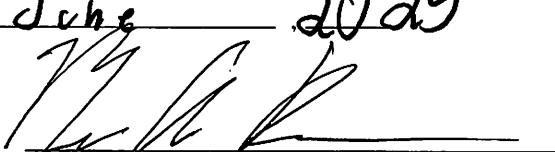
County of CHARLESTON

On this the 7th day of June, 2025,
before me, a Notary Public, personally appeared KAREN FESSANO, JAMES FESSANO

(principal or mortgagor)

and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7 day of June, 2025



Signature of Officer



Printed Name

My commission expires:



Michael Aloysius Brooks
Notary Public, State of South Carolina
My Commission Expires 05/09/2029

(Seal)

KAREN FESSANO/995251011218200

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE
SCHESI.BOA 10/03/23

Page 13 of 13

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SOUTH CAROLINA CHOICE OF ATTORNEY AND INSURANCE AGENT NOTICE

Pursuant to Applicable Law, a lender is required to ascertain the preference of the borrower as to the legal counsel that shall be employed to represent the debtor in all matters of the transaction relating to the closing of the loan and the insurance agent to furnish required insurance in connection with the mortgage transaction. If the legal counsel and the insurance agent selected by the borrower meets the lender's requirements, lender shall comply with such preferences.

RIGHT TO SELECT AN ATTORNEY:

1. I (We) have been informed by the lender that I (we) have a right to select an Attorney to represent me (us) in all matters of this transaction relating to the closing of the loan.

I select: Name of Attorney:

Address:

Telephone Number:

Fax Number:

I have no preference for the right to select legal counsel and I ask for assistance from the lender.

RIGHT TO SELECT AN INSURANCE AGENT:

2. I (We) have been informed by the lender that I (we) have a right to select an Insurance Agent(s) to represent me (us) in connection with this mortgage transaction.

I select: Name of Insurance Agent(s):

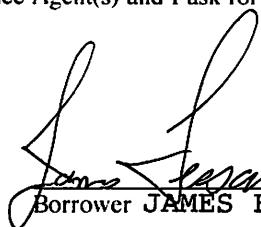
Address:

Telephone Number:

Fax Number:

I have no preference for the right to select an Insurance Agent(s) and I ask for assistance from the lender.


Borrower KAREN FESSANO Date 01/12/25


Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____



NOTICE OF RIGHT TO CANCEL HOME EQUITY LINE OF CREDIT

Loan Number:

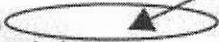
Required Signer:

Property Address:

Required Signer:

Each Required Signer must complete their own NORTC "BANK COPY"

Your Right To Cancel - we have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account if one of three events:

1. the opening date of your account which is 
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

Here's what you need to know

Checkpoint!

Preprinted date matches CLOSING DATE on the closing panel in iOriginate?

- ✓ YES: Continue to next Checkpoint
- ✓ NO: STOP! Reprint package from iOriginate.

No access to iOriginate, contact Home Equity (HE) Fulfillment

If you cancel the account, the mortgage on your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the property. If it's impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we don't take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

Here's how to cancel

If you decide to cancel this account, you'll need to notify us in writing no later than midnight on the day following the latest of the three events listed above). You will also need to sign and date the form at 866 286.7397 or by mail at:

Bank of America, N.A.
PO Box 5080
Hartford, CT 06102-5082
CT2-515-01-19

For overnight or express delivery:
Bank of America, N.A.
70 Patterson Park Road
Farmington, CT 06032

Checkpoint!

✓ Failure to return all required BANK COPY(s) of the NORTC to Post Closing may result in HELOC closing delays.

- ✓ DO NOT return Client's Copy in closing package to Post Closing Department!

Acknowledgment of Receipt

The undersigned hereby acknowledges that I have read and understand the Home Equity Maximizer Agreement and Disclosure Statement.

Checkpoint!

- ✓ Client(s) must sign all documents with one consistent signature.

Signature: 

Date: _____

Checkpoint!

Is the handwritten date today's date and the same date preprinted at the top of the form?

- ✓ YES: Continue
- ✓ NO: STOP! Reprint package or contact HE Fulfillment

Please don't sign below at closing. If after closing you decide to cancel, sign here:

I wish to cancel: Signature: 

Date: _____

Checkpoint!

Is there a Client's Signature in the "I Wish to Cancel" section?

- ✓ YES: Validate if the client wishes to cancel

Do not wish to cancel: reprint the NORTC

Do wish to cancel: notify HE Fulfillment to cancel HELOC

- ✓ NO: Continue to next Checkpoint

✓ Corrections to the signature or date must be crossed through, corrected and initialed by the Required Signer



NOTICE OF RIGHT TO CANCEL HOME EQUITY LINE OF CREDIT

Loan Number: 0644942000

Required Signer: KAREN FESSANO

Property Address: 1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466

Your Right To Cancel - we have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

1. the opening date of your account which is **June 7, 2025**; or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

Here's what you need to know

If you cancel the account, the mortgage on your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it's impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we don't take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

Here's how to cancel

If you decide to cancel this account, you'll need to notify us in writing no later than midnight on **June 11, 2025** (or midnight of the third business day following the latest of the three events listed above). You will also need to sign and date the written cancellation request. You can fax your request to 866 286.7397 or by mail at:

Bank of America, N.A.
PO Box 5080
Hartford, CT 06102-5082
CT2-515-01-19

For overnight or express delivery:
Bank of America, N.A.
70 Batterson Park Road
Farmington, CT 06032

Acknowledgment of Receipt

The undersigned hereby acknowledges the receipt of two completed copies of this notice of right to cancel and one completed copy of the Bank of America Equity Maximizer Agreement and Disclosure Statement.

Signature
KAREN FESSANO

Date

6/7/25

***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****

Please don't sign below at closing. If after closing you decide to cancel, sign and return this page to the address mentioned above.

I wish to cancel: Signature: _____ Date: _____

KAREN FESSANO/995251011218200
NOTICE OF RIGHT TO CANCEL - HOME EQUITY LINE OF CREDIT
BHRTC.BOA 10/12/22

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NOTICE OF RIGHT TO CANCEL HOME EQUITY LINE OF CREDIT

Loan Number: **0644942000**

Required Signer: **JAMES FESSANO**

Property Address: **1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466**

Your Right To Cancel - we have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

1. the opening date of your account which is **June 7, 2025**; or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

Here's what you need to know

If you cancel the account, the mortgage on your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it's impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we don't take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

Here's how to cancel

If you decide to cancel this account, you'll need to notify us in writing no later than midnight of **June 11, 2025** (or midnight of the third business day following the latest of the three events listed above). You will also need to sign and date the written cancellation request. You can fax your request to 866 286.7397 or by mail at:

Bank of America, N.A.
PO Box 5080
Hartford, CT 06102-5082
CT2-515-01-19

For overnight or express delivery:
Bank of America, N.A.
70 Batterson Park Road
Farmington, CT 06032

Acknowledgment of Receipt

The undersigned hereby acknowledges the receipt of two completed copies of this notice of right to cancel and one completed copy of the Bank of America Equity Maximizer Agreement and Disclosure Statement.

Signature
JAMES FESSANO

Date

06/07/2025

Please don't sign below at closing. If after closing you decide to cancel, sign and return this page to the address mentioned above.

I wish to cancel: Signature: _____ Date: _____

KAREN FESSANO/995251011218200

NOTICE OF RIGHT TO CANCEL - HOME EQUITY LINE OF CREDIT
BHRTC.BOA 10/12/22

DocMagic





Date: June 7, 2025

Loan Number: 0644942000

Lender: Bank of America, N.A.
Its Successors and/or Its Assigns ATIMA
P.O. Box 7265
Springfield, OH 45501-7265

Applicant(s): KAREN FESSANO, JAMES FESSANO

Property Address: 1729 WELLSTEAD ST
MOUNT PLEASANT, SOUTH CAROLINA 29466

HAZARD AND FLOOD INSURANCE REQUIREMENTS

Bank of America has minimum requirements for hazard and flood insurance, as described below. An insurance policy may take several weeks to procure and, accordingly, you should not delay contacting the appropriate providers. **THE FAILURE TO PROCURE A POLICY THAT MEETS THE REQUIREMENTS BELOW AND PROVIDE IT TO BANK OF AMERICA MAY DELAY YOUR LOAN CLOSING.**

PART I - HAZARD INSURANCE

1. Scope of Coverage. The policy must provide at least fire and extended coverage. The insurance must not limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that are normally included under an extended coverage endorsement. If the Property is located in a U.S. Geological Survey-Designated Lava Zone 2, then you must obtain Volcanic Eruption Insurance in an amount at least equal to the loan amount.
2. Condominium, Cooperative, or Planned Unit Development. If the property is a condominium, Cooperative, or Planned Unit Development property, Bank of America will accept coverage included in the homeowners association master insurance policy. If that policy does not: (a) cover interior walls, floors, ceilings, built-ins, fixtures, equipment, and other affixed property inside your unit; and (b) include replacement of improvements and betterment coverage to cover any improvements that you make to the unit, Bank of America may require that you obtain a "Walls-in" HO6 insurance policy with coverage.
3. Notice to Lender. The policy must include a standard mortgagee's clause with the stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give the notice.
4. Deductibles. The deductible may be up to 5% of the face amount of the insurance policy, unless a higher amount is required by state law. If there are individual deductibles for loss from any named perils (fire, water not caused by flooding, or wind/hurricane) then each deductible may not exceed 5% of the dwelling coverage.
5. Proof of Coverage. Acceptable proof of insurance coverage; the Declaration page, Evidence/Certificates of Insurance, Binders or Policies, from your current insurance policy may be required prior to closing. You will be notified of the specific hazard insurance closing requirements for your loan during the processing of your request.

Note: You are responsible for paying any fees charged by the insurance company in order to obtain the evidence of insurance and/or update the mortgagee clause.

6. Changes to Hazard Insurance Requirements. Changes in federal or state laws or regulations, or other changed circumstances, may require Bank of America to modify its hazard insurance requirements to include additional types or amounts of coverage. In such an event Bank of America will notify you prior to the effective date of any additional coverage so that you may purchase such required coverage. If you fail to purchase such required



coverage, Bank of America may do so on your behalf and, in such event, Bank of America will bill you for the insurance premium for such coverage.

7. Coverage Amount - All States: The amount of hazard insurance coverage must equal 100% of the insurable value of the improvements on the Property as established by the property insurer (i.e. replacement cost value of the building(s) on the Property).

PART II - FLOOD INSURANCE

1. Federal Law. The Federal Flood Disaster Protection Act of 1973, as amended, and/or the terms of your mortgage/deed of trust, require that flood insurance be purchased and maintained for the entire term of your loan if any of the improvements to your Property (buildings, homes, condominiums and manufactured homes) are located in a Special Flood Hazard Area (SFHA or Flood Area), as shown on a map published by the Federal Emergency Management Agency (FEMA), and the community in which your Property is located participates in the National Flood Insurance Program (NFIP).
2. Properties Located in Non-Participating Communities. Under Bank of America's requirements, a Property located in a Flood Area that does not participate in the NFIP is ineligible for financing.
3. Flood Insurance Policy Requirements. If your Property is located in a SFHA and in a community that participates in the NFIP, you must purchase a flood insurance policy that:
 - a. is issued by the NFIP, a Write Your Own insurer authorized to write NFIP policies and properly licensed to do business where the Property is located, or a private insurer properly licensed to do business where the Property is located;
 - b. meets the FEMA minimum deductible requirements and has a deductible no greater than \$10,000, unless a higher maximum deductible is required by state law (The deductible amount may not be above the insurable value of the building or so high as to avoid mandatory purchase requirements for flood insurance.);
 - c. identifies as the named insured on the policy at least one borrower who will have an ownership interest in the Property and will be a mortgagor/trustor on the mortgage or deed of trust as applicable
 - d. includes a standard mortgagee clause naming Bank of America as an additional insured; and
 - e. provides for notice to Bank of America at least 45 days prior to cancellation or non-renewal of the policy.
4. Minimum Coverage Amount for Single Family Residences. As long as your property is located in a SFHA, Bank of America requires, at a minimum, that you purchase and maintain for the life of the loan flood insurance coverage in an amount equal to the lesser of:
 - The outstanding principal balance of all loans on the Property (for home equity line(s) of credit, the full value of the credit line(s)); or
 - The full insurable value of the buildings on the Property (as described below); or
 - The maximum amount of coverage available under the NFIP for the type of building or collateral.
 - a. The full insurable value of the building(s) on the Property depends on the type of collateral securing the loan(s) and the payout conditions under the insurance policy. For example, under a NFIP flood insurance policy, if the building is your principal residence, the insurable value is typically the replacement cost value of the building, subject to a limit of \$250,000. If the building is a vacation or second home where you reside less than 80% of the time, the insurable value is typically the actual cash value of the building, subject to a limit of \$250,000. Actual cash value is the replacement cost value of the building less depreciation.
 - b. If you purchase and maintain flood insurance coverage that only meets Bank of America's minimum requirements, and the amount or payout of the coverage is less than the full replacement cost value of the building(s) on your Property, then, your coverage amount may be insufficient to fully replace or repair the building(s) on your Property after a flood loss and may not otherwise fully compensate you for your losses due to flood damage.
 - c. The choice remains with you to elect to purchase and maintain more flood insurance coverage than Bank of America's minimum requirements. You should discuss your flood insurance needs with a licensed insurance professional to decide whether Bank of America's minimum requirements are appropriate for your circumstances, or whether additional coverage through the NFIP and/or an acceptable private flood insurance policy is needed to fully protect the building(s) on your Property in case of a significant flood event.



5. **Multiple Buildings on the Property (Single Family Residences).** In addition to the main dwelling building, the flood insurance coverage on your Property must include coverage for any other buildings on the Property. A building is defined as a structure located within a SFHA, with two or more outside rigid walls and a fully secured roof which is affixed to a permanent site, or manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. When there are multiple buildings that require flood insurance coverage, all buildings must have some coverage and the total amount of required flood insurance coverage will be allocated among the buildings. The allocation of coverage will be determined using the value of each respective building as compared to the overall insurable value of the buildings.
6. **Condominiums and Planned Unit Developments (PUD).**
 - a. For a unit in a condominium or PUD where the homeowner's association maintains a Residential Condominium Building Association Policy (RCBAP), the replacement cost value and number of units on the RCBAP declaration page will be used in determining insurable value of the individual unit. The following flood coverage requirements apply:
 - 1) Bank of America will accept an RCBAP that covers at least 80% of the replacement cost value provided that the total coverage (including supplemental, if applicable) meets the lesser of the outstanding principal balance of the loan(s) and/or full value of the credit line(s), the full insurable value of the individual unit or the NFIP maximum for the individual unit. In the event that the RCBAP coverage provided meets at least 80% of the replacement cost value but does not provide coverage at least equal to these minimum coverage requirements, an individual flood policy must be obtained, which, when added to the coverage of the RCBAP, at least equals these minimum requirements.
 - 2) Under Bank of America's requirements, an RCBAP with coverage less than 80% of the replacement cost value is not acceptable. Further, an individual supplemental flood policy will not meet Bank of America's requirements. (Note: If the RCBAP coverage does not meet at least 80% of the building's replacement cost value as of the time of any loss, an individual supplemental flood policy may contain claim limitations that prevent the individual flood policy from covering the individual unit owner's share of the co-insurance penalty created by insufficiencies in the RCBAP coverage amount.)
 - b. If there is no RCBAP, the condominium or PUD project must be covered by a private master or blanket flood insurance policy, or an individual flood insurance policy for the unit must be provided, which at least meets the Bank's minimum requirements.
7. **Private Policies.** Flood insurance that provides the same level of coverage as an NFIP policy may be obtained from a private insurance company. You are encouraged to compare the NFIP and private policies. If you provide a private flood insurance policy, it must satisfy the following criteria:
 - a. The insurer must be properly licensed to do business in the jurisdiction where the Property is located, by the insurance regulator of that jurisdiction.
 - b. The policy must include a requirement for the insurer to mail a 45-day, but no less than 30 days, written notice of cancellation or non-renewal to you and Bank of America, and must include information about the availability of flood insurance coverage under the NFIP. The policy must be as restrictive in its cancellation provisions as the Standard Flood Insurance Policy (SFIP).
 - c. The policy must guarantee that the coverage, considering deductibles, exclusions, and conditions offered by the insurer, is at least as broad as the coverage under the SFIP.
 - d. The policy must contain a mortgage interest clause similar to that contained in the General Conditions section of the SFIP.
 - e. The policy must contain a provision that the insured must file suit within one year after the date of written denial of all or part of a claim.
8. **Proof of Coverage.** If any structure on the Property is in a Special Flood Hazard Area that requires flood insurance, proof of coverage must be delivered to Bank of America before scheduling your loan closing. Acceptable proof of insurance coverage for new flood policies include a copy of the flood insurance application with appropriate mortgagee/loss payee clause and receipt of payment for the policy, or a copy of the declaration page. Acceptable proof of insurance coverage for existing policies include an updated copy of the declaration page or a copy of an existing declaration page along with a Change Endorsement or appropriate ACORD form showing a change in the mortgagee/loss payee clause.

Note: You are responsible for paying any fees charged by the insurance company in order to obtain the evidence of insurance and/or update the mortgagee clause.



9. Massachusetts. If you are applying for a loan that will be secured by Property located in the state of Massachusetts, Bank of America has or will provide you a separate disclosure regarding additional flood insurance requirements.
10. New York. In accordance with notice requirements under NY Real Property Law § 283, the flood insurance we are requiring you to purchase may not be sufficient to pay for many needed repairs after a flood and may not compensate you for your losses in the property due to the flood. If you wish to protect your home or investment, you may wish to purchase more flood insurance than the amount we are requiring you to buy.
11. Property Mapping into a Flood Area. Bank of America can require you to purchase, or increase the amount of, flood insurance at any time during the term of the loan if Bank of America determines that the Property is in a SFHA and is not covered by flood insurance that meets Bank of America's minimum requirements. If the Property is not currently covered by flood insurance and Bank of America later determines that the Property is in a SFHA, and you fail to purchase flood insurance coverage that meets Bank of America's minimum requirements after receiving notice that such coverage is required, Bank of America may purchase flood insurance coverage for the Property on your behalf and charge you for the insurance premium plus any related fees.
12. Availability of Flood Insurance. Even if your Property is not in a SFHA and flood insurance is not required for your Property, you may want to consider obtaining flood insurance coverage, depending on your circumstances. Flood insurance coverage may still be available through the NFIP or private insurance companies. Check with your insurance agent for more information.
13. No Duty By Complying with Federal Law. No right or obligation of Bank of America under The Federal Flood Disaster Protection Act of 1973, as amended, and/or the terms of your mortgage/deed of trust with respect to requiring flood insurance on Properties located in a Flood Area creates a duty owed by Bank of America to you as a borrower. Bank of America expressly disclaims any implication of a duty under a breach of contract, fiduciary relationship or any other legal theory by its compliance with federal law and/or the terms of your mortgage/deed of trust.
14. Policy Renewal or Changes. Evidence that your flood insurance policy(ies) complies with Bank of America's requirements and your loan agreement and that such policy(ies) has been in place continuously must be provided to Bank of America upon policy renewal or changes or upon Bank of America's request. If you do not provide this evidence within the time frame required after receiving written notices requesting the same, Bank of America may purchase an insurance policy on your behalf and charge you for the insurance premium paid plus any related fees.

PART III - GENERAL

1. Bank of America will accept multi-year and/or continuous policies.
2. Mortgagee Clause. The mortgagee/loss payee clause must read:
Bank of America, N.A.
Its successors and/or assigns (I.S.A.O.A.) as their interest may appear (A.T.I.M.A.)
P.O. Box 7265
Springfield, Ohio 45501-7265
Mortgage Loan or Reference #

NOTE: In the event this loan does not close, you are responsible for working with your insurance company to ensure the policy reflects the correct mortgagee/loss payee clause.

3. Changes to Types and/or Amounts of Coverage. Changes in federal or state laws or regulations, changes in property value, construction of additional improvements or other changed circumstances, may require Bank of America to modify its insurance requirements to include additional types or amount of coverage.
4. Loan Number on Insurance Policies and Related Correspondence. Your loan reference/account number must be included on all policies, billings and correspondence to or from your insurer or insurance agent. You should provide your insurer or insurance agent with this information.
5. If you fail to purchase adequate insurance coverage that meets Bank of America's minimum requirements after receiving notice that the coverage is required, Bank of America may purchase the necessary coverage for the Property and bill you for the cost of the premium.



6. Amounts Advanced to Pay for Insurance Premiums. Any amounts advanced by Bank of America to obtain or renew any insurance policy will become an additional obligation secured under your loan. A new insurance policy obtained by Bank of America, typically referred to as lender placed insurance, may be more expensive and may provide less coverage than a policy that you could obtain personally. For example, the policy obtained by Bank of America typically will not include coverage for your personal property.
7. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR NEED TO FIND OUT ABOUT FLOOD INSURANCE, CALL (800) 269-3084

PART IV - AGREEMENT, AUTHORIZATION AND ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AUTHORIZE THE FOLLOWING, AND I ACKNOWLEDGE RECEIPT OF A COPY OF THIS FORM:

FLOOD INSURANCE CERTIFICATION

If none of the buildings on the Property you are financing are in a SFHA, flood insurance is not required by Bank of America. You are aware that the possibility of flood damage may still exist and in the event of damage from flood there may be no government, lender or servicer assistance. If the Property is not in a SFHA, flood insurance coverage may be available from a private property insurance agent.

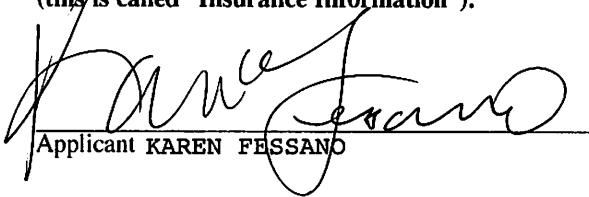
You are also aware that the purchase of flood insurance may be required by law at a later date if FEMA later determines that any structure on the Property is in a SFHA. If you are notified of a change of status, you must obtain flood insurance coverage on the Property, that meets Bank of America's minimum requirements. If you do not obtain adequate flood insurance that meets Bank of America's minimum requirements, Bank of America may obtain flood insurance at your expense, as explained above.

BORROWER'S RIGHT TO CHOOSE INSURANCE COMPANY AND AGENT

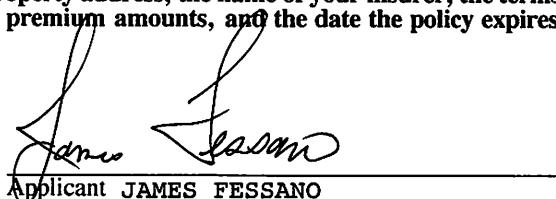
Federal and state law provide that you have the right to select the insurance company and insurance agent of your choice to provide the required property insurance, including selecting an insurer or agent with which you have an existing policy. The lender may not require you to purchase insurance through any particular insurance company or insurance agent as a condition to obtaining a loan, provided the insurance company meets the lender's reasonable requirements as to the financial standing of the insurance company and the adequacy of the coverage. You understand your rights to select the insurance company and insurance agent of your choice and that this will not affect the decision made by the lender or terms of the loan. You have made your selection freely and without coercion by the lender.

NOTICE TO THE BORROWER-YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN. IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.

The insurance laws of your state may or may not prohibit the lender from using or disclosing information relative to a contract of insurance, unless the lender obtains your prior written consent to use or disclose the information, including but not limited to your name and Property address; the name of your insurer; the terms of your policy, including coverage limits and deductibles, premium amounts, and the date the policy expires (this is called "Insurance Information").



Applicant KAREN FESSANO



Applicant JAMES FESSANO

Applicant

Applicant

Applicant

Applicant





DATE: June 7, 2025

APPLICANT: KAREN FESSANO, JAMES FESSANO

APPLICATION NUMBER: 995251011218200

PROPERTY: 1729 WELLSTEAD ST, MOUNT PLEASANT, SOUTH CAROLINA 29466

ADVISORY REGARDING MINIMUM PURCHASE REQUIREMENTS FOR FLOOD INSURANCE

As long as your Property is located in a Special Flood Hazard Area, federal law requires, at a minimum, that you purchase and maintain for the life of the loan, flood insurance coverage in an amount equal to the lesser of:

- The outstanding principal balance of all loans on the Property (for home equity line(s) of credit, the full value of the credit line(s)); or
- The full insurable value of the building(s) on the Property (as described below); or
- The maximum amount of coverage available under the National Flood Insurance Program (NFIP) for the type of building or collateral.

The full insurable value of the building(s) on the Property depends on the type of collateral securing the loan(s). For example, if the building is your principal residence, this is typically the replacement cost value of the building. If the building is a vacation or second home where you reside less than 80% of the time, this is typically the actual cash value of the building.

Please note: If you purchase and maintain flood insurance coverage that only meets the minimum requirements, and the amount of coverage is less than the full insurable value of the building(s) on the Property, then, the coverage amount may be insufficient to fully replace or repair the building(s) on the Property after a flood loss and may not otherwise fully compensate you for your losses due to flood damage.

The choice remains with you to elect to purchase and maintain more flood insurance coverage than the minimum requirements.

KAREN FESSANO/995251011218200

ADVISORY REGARDING MINIMUM PURCHASE
REQUIREMENTS FOR FLOOD INSURANCE
AOMR.BOA 11/24/20

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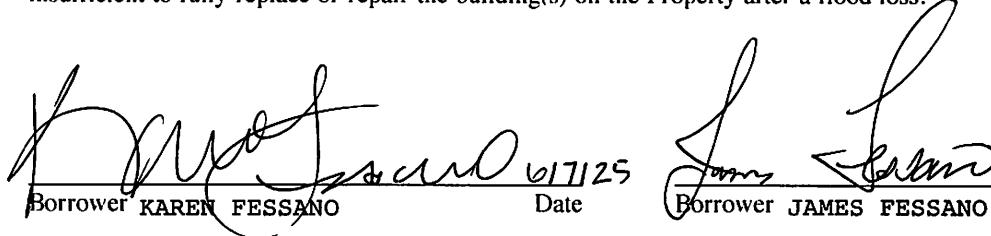
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You should discuss your flood insurance needs with a licensed insurance professional to decide whether the minimum requirements are appropriate for your circumstances, or whether additional coverage through the NFIP and/or an acceptable private flood insurance company is needed to fully protect the building(s) on your Property in case of a significant flood event.

REQUIRED ACKNOWLEDGMENT

By signing below, you acknowledge receipt of this advisory and you understand that if you choose to purchase and maintain flood insurance coverage that only meets the minimum requirements, the flood insurance coverage may be insufficient to fully replace or repair the building(s) on the Property after a flood loss.



Borrower KAREN FESSANO Date 01/12/25

Borrower JAMES FESSANO Date 01/01/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

KAREN FESSANO/995251011218200

ADVISORY REGARDING MINIMUM PURCHASE
REQUIREMENTS FOR FLOOD INSURANCE
AOMR.BOA 11/24/20

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Loan Number: 0644942000

June 7, 2025



P.O. Box 5080
Hartford, CT 06102-5080

KAREN FESSANO, JAMES FESSANO
1729 WELLSTEAD ST
MOUNT PLEASANT, SC 29466-8374

NOTICE OF SPECIAL FLOOD HAZARD AND AVAILABILITY OF FEDERAL DISASTER RELIEF ASSISTANCE

Important Notice About Your Required Flood Insurance Coverage

We are giving you this notice to inform you that:

1729 WELLSTEAD ST
MOUNT PLEASANT, SOUTH CAROLINA 29466

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards.

The area has been identified, by the Administrator of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: TOWN OF MOUNT PLEASANT

This area has a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.

- At a minimum, flood insurance coverage purchased must be in an amount equal to the lesser of:

1. The **outstanding principal balance** of all loans secured by the property (for home equity line(s) of credit, the full value of the credit line (s)); or
2. The **full insurable value** of the buildings on the property and their contents if also taken as collateral; or
3. The **maximum amount of coverage** available under the NFIP policy covering the type of building or collateral.

Flood insurance coverage under the NFIP is limited to the building or mobile home and any personal property that secures your loan and not the land itself.

PHILLIP PEARMAN NMLS # 2043788

KAREN FESSANO/0644942000

NOTICE OF SPECIAL FLOOD HAZARD AND AVAILABILITY OF
FEDERAL DISASTER RELIEF ASSISTANCE
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- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.
- Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.

Limitations: If the property is located in a community that participates in the NFIP but the property is also located in a Coastal Barrier Resource System (CBRS) or Otherwise Protected Area (OPA), **NFIP coverage may not be available.** Refer to the Flood Hazard Determination Form or contact your licensed flood insurance professional to see if your property is in a CBRS or OPA, and if so, whether coverage under the NFIP or under a non-NFIP policy issued by a private insurance company is available.

Availability of Private Flood Insurance Coverage

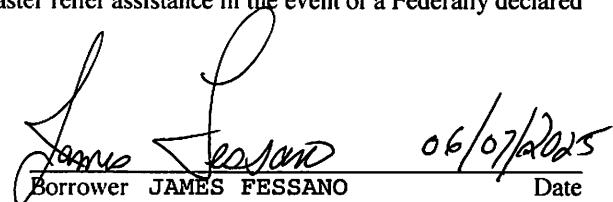
Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance that provides the same level of coverage as a flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

Escrow Requirement for Residential Loans

Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payments for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.

- Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. Private flood insurance that meets our requirements **may be required** to be obtained prior to closing. In addition, if the nonparticipating community has been identified for at least one year as containing a special flood hazard area, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally declared flood disaster.


Borrower KAREN FESSANO Date 01/12/25


Borrower JAMES FESSANO Date 06/07/2025

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

PHILLIP PEARMAN NMLS # 2043788
KAREN FESSANO/0644942000

NOTICE OF SPECIAL FLOOD HAZARD AND AVAILABILITY OF
FEDERAL DISASTER RELIEF ASSISTANCE
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Order No.: 2003402858

**LEGAL DESCRIPTION
EXHIBIT "A"**

The following described property:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, IF ANY, SITUATE, LYING, AND BEING IN THE TOWN OF MOUNT PLEASANT, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS "LOT 81" ON A PLAT ENTITLED "A FINAL SUBDIVISION PLAT: OF PEMBROKE PHASE III, OWNED BY PARK WEST DEVELOPMENT, INC. LOCATED IN THE TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA", PREPARED BY SOUTHEASTERN SURVEYING OF CHARLESTON, INC., DATED JULY 11, 2006 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EK AT PAGE 900. SAID LOT HAVING SUCH ACTUAL SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS SHOWN ON SAID PLAT REFERENCE TO WHICH IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO JAMES FESSANO AND KAREN FESSANO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP FROM ROBERT D. DRAKE AND STEPHANIE S. DRAKE, DATED 06/29/2020, RECORDED 07/16/2020, DEED BOOK 0898, PAGE 048, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA.

Assessor's Parcel No: 5941300341

BORROWERS PROCEEDS DELIVERY INSTRUCTIONS

I/We James & Karen Fessano am/are aware of the three (business) day right to rescission. After rescission ends I/we instruct ServiceLink to overnight any proceeds and/or credit card disbursement due me/us via UPS and I/we authorize for the package to be left at the following address:

P.O. Box Addresses will not be accepted

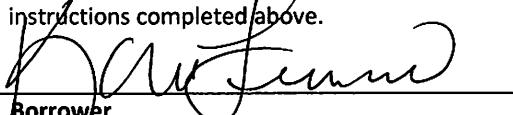
Street Name & Number 1729 Wellstead Street
City, State, Zip Code: Mount Pleasant, SC 29466
Phone No: 201-725-2292

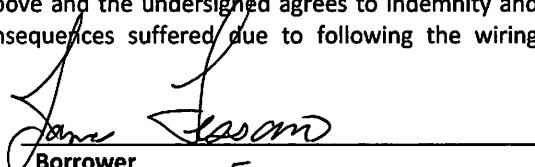
If you wish for your proceeds to be wired to your bank account, please verify your incoming wiring information, and any fees associated with an incoming wire, with your bank before completing the requested information below. If the information is incomplete or a voided check is not provided, ServiceLink will be unable to process your request and a check will be issued instead. Only proceed amounts over \$500.00 can be wired.

Please note that ServiceLink does not charge a fee for the outgoing wire, however your account may be subject to an incoming wire fee from your bank.

Bank Name: Bank of America
Bank Address: 1929 North Highway 17 North, Mt. Pleasant, SC 29466
Bank Phone No: 843-720-4821
ABA Routing No: 021200339
Exact names of Account Holders: James and Karen Fessano
Whomever is on the loan must also be listed as a joint account holder on the account
Account No: 009472076151

The undersigned acknowledge that transfer may not be made in the event problems arise beyond the control of Escrow Holder resulting in a delay in the remittance of receipt of the wire transfer. Escrow Holder assumes no liability, direct or indirect for special or consequential damages, expenses or costs resulting from any action or failures by the banks processing the wire transfers. Furthermore, it is understood by the undersigned that Escrow Holder will rely on the validity of the information provided above and the undersigned agrees to indemnify and hold harmless the Escrow Holder from any liability or consequences suffered due to following the wiring instructions completed above.


Borrower
Karen Fessano


Borrower
James Fessano

**** BE ADVISED - IF THIS FORM IS NOT FILLED OUT TO SHOW WIRING INSTRUCTIONS
WE WILL SEND A CHECK FOR PROCEEDS TO THE ADDRESS ON THE DOCUMENTS ****

SERVICELINK WILL NOT BE HELD RESPONSIBLE FOR INCORECT ACCOUNT OR ABA INFORMATION ENTERED ON THIS FORM