

LTR

1 OF 1

SHIP TO:

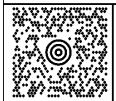
MORTGAGE CONNECT POST-CLOSE

MORTGAGE CONNECT L.P.

3RD FLOOR

600 CLUBHOUSE DR

CORAOPOLIS PA 15108



# PA 151 9-50



### **UPS NEXT DAY AIR SAVER**

1

TRACKING #: 1Z 7R0 E91 13 9958 7546



BILLING: P/P

Dealer No.: 3517340 5/28/2025 SC Dept No.: 2610 - BETTER MORTGAGE - HE ( BETTE XOL 25.05.01 NV45 21.0A 05/2025\* <del>\_\*\*</del>\_

#### **AUTHORIZATION TO DISBURSE AND RECORD DOCUMENTS**

#### **SOUTH CAROLINA TRANSACTION**

Date:
Borrowers:
Address:
MC File No.:
<ul> <li>Enclosed please find the completed loan documents package for the above – referenced order.</li> <li>Mortgage Connect is now authorized to process the recording of documents and disburse funds.</li> <li>Mortgage Connect must ensure that the applicable deeds are recorded prior to the mortgage.</li> <li>If there are two mortgages, Mortgage Connect must ensure that they are recorded in the proper order.</li> </ul>
<ul> <li>If there are additional documents to record, e.g. subordination agreements, satisfactions, etc.,</li> <li>Mortgage Connect must ensure that they are recorded in the proper order.</li> </ul>
astly, upon the completion of the rescission period, Mortgage Connect may disburse the file as nstructed with the executed settlement statement.
Please contact the undersigned immediately if there are any questions.
**A COPY OF THE DISBURSEMENT LEDGER AND RECORDED DOCUMENTS MUST BE EMAILED OR FAXED TO THE UNDERSIGNED, OR THEIR DESIGNEE, UPON COMPLETION**
Attorney Signature
Print Name

#### **CLOSING AGENT INSTRUCTIONS**

#### **READ CAREFULLY**

Upon receipt of closing documents, please review them as soon as possible.

- All documents must be signed the way the names are typed, and all documents must be dated.
- No changes are to be made to the closing location, date, or time.
- Reach out to the customer to introduce yourself, provide your contact information, confirm the appointment date/time/signing location.
- ➤ If the borrowers do not agree or question a document, contact Mortgage Connect immediately.

#### \*DO NOT ALTER LOAN DOCUMENTS IN ANY MANNER!

No handwritten changes may be made to the documents. Do not store loan documents on your computer. All documents must be deleted properly.

Confirm Closing with Mortgage Connect <u>WITHIN 2 HOURS</u> of the completed signing.

\*PLEASE WAIT FOR APPROVAL FROM MORTGAGE CONNECT TO DROP THE DOCUMENTS AFTER YOU HAVE SENT THE ENTIRE SCANS BACK FOR REVIEW

#### Send Scan backs to:

Email: BetterMortgageHomeEquity@mortgageconnectlp.com

Please be aware that you are facilitating the closing of this transaction on behalf of Mortgage Connect. Thank you in advance for providing our customer with the highest level of service possible.

Failure to follow these instructions will result in deactivation from this client.

<u>Please do not cancel or terminate the closing without first receiving approval from one of</u> the team members listed below.

# 1F YOU HAVE ANY QUESTIONS AT THE CLOSING TABLE BETWEEN THE HOURS OF 8AM AND 9PM, PLEASE CALL 844-720-1578 AND USE THE EXTENSIONS PROVIDED BELOW:

Name	Position	Ext	Email
Stefani Goodloe	Closing Coordinator	22318	sgoodloe@mortgageconnectlp.com
Abel Medrano	Closing Coordinator	22378	amedrano@mortgageconnectlp.com
Jenn Scoggins	Closing Manager	34581	jscoggins@mortgageconnectlp.com

# OUTSIDE THE HOURS OF 8AM-9PM, PLEASE CALL THE FOLLOWING MANAGEMENT ON THEIR MOBILE PHONE:

You may also text the below numbers only after a call has been made first:

Manager	Jenn Scoggins	724-856-6281
Director	Carissa Himes	724-777-6996

#### **STATE WITNESS REQUIREMENTS:**

Witness State	Witness Requirements	Notary Can Witness
СТ	2 - all Deeds/Mortgage	Yes
FL	2 - Vesting Deeds Only	Yes
GA	2 - all recordable documents	One must be a notary
LA	2 - all recordable documents	No
SC	2 - all recordable documents	Yes

Mortgag	ge Connect / BETTER MORTGAGE - HE Signing Agent Checklist / Please Initial Each Item Below:
	Ensure ALL documents are printed in full, appear clear and legible with full ink toner, and not printed double sided.
	Confirm all necessary parties will be attending the signing appointment. Any concerns, we ask that you reach out to Mortgage Connect for clarification.
	Were funds due / collected? Any funds due are to be payable to Mortgage Connect. Funds due over \$1,500.00 must be in the form of certified check, or wire. Anything over \$5,000.00 should be wired to Mortgage Connect (wire instructions attached). Select method for funds delivery Personal CheckCertified Check Funds due to be wired
	During the Signing Event:
	Obtain Verification of valid ID for all signers. If there are any concerns with notarizing based on validation / forms of Identification, please contact Mortgage Connect.
	If additional parties wish to sit in on the closing event, please confirm required signers grant permission.
	Please confirm the date on the documents coincide with the scheduled closing date of < <closing date="">&gt;.</closing>
	Document Specifics:
	Right to Cancel – Please ensure the document is signed and dated in the correct location on the document
	Borrower Proceeds Form / If borrower(s) is/are receiving funds over \$5,000.00 - it is highly suggested to send funds via wire. Please ensure ALL account information, including the name as it appears on the account, contact information for bank and borrower are complete. Note: If this is not <b>NOTARIZED</b> accordingly, you <b>will delay</b> the borrower's wire!
	Signature Name Affidavits – please ensure all name variations are executed properly throughout each section. Note: NKA / initials are okay if the borrower has never been known as the referenced name.
	If there is a US Patriot Act Form required, please ensure there are two valid forms of ID are selected for the signer(s).
	Occupancy Affidavit – please ensure the County is added to the top left corner of page one.
	After the Signing Event:
	Please confirm closing complete via the Mortgage Connect App. Note: If for any reason, the signing was not complete, please contact Mortgage Connect with full details.
	Please complete a full QC prior to scanning documents. Are all notarizations FULLY complete? Are all signatures AND dates entered where required?
	A full scan of the signed package is required. Please image our secure portal. You will receive notification once authorized to drop the package. We kindly ask that you proactively follow-up with Mortgage Connect to obtain authorization to ship the package, if authorization is not received within 2 business hours of scan completion.
	Is this a Dual Signing? Please contact your Mortgage Connect Representative for full instructions on closing package return.

Signing Agent	Date
Digiting rigetit	Dute

#### **Post Closing Doc List**

Client: BETTER MORTGAGE - HE

Disbursement Date: 05/28/2025 Property State: **SOUTH CAROLINA** DAVID VAZQUEZ Borrower: Check: On-line: Order Number: 3517340 Fee Validation: **Doc Auditor:** Scan/Ship: □ Recording: MTG: MTG: MTG: MTG: Deed: Deed: Deed: Deed: SUB: SUB: SUB: SUB: Release: Release: Release: Release: POA: POA: POA: POA: Misc.: Misc.: Misc.: Misc.: Is the Note with the signed closing package?  $\ \Box$ **Reject Team: Rejected Doc:** MTG: MTG: Deed: Deed: SUB: SUB: Release: Release: POA: POA: Misc.: Misc.: 



#### Exhibit A Legal Description

All that certain piece, parcel, or lot of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina and being shown and designated as Lot 5, as shown on that certain plat entitled: "Final Plat showing the abandonment of the property line between TMS No. 312-00-00-062 (5.493 ac) and TMS No. 312-00-00-169 (19.118 ac) and showing the subsequent subdivision to create the Gardens at Riverview Farms containing 82 Lots (12.121 ac), HOA areas (8.152 ac), right-of-ways (4.234 ac), and a pump station parcel (0.104 ac) property of Ashton Charleston Residential L.L.C. located in John's Island, the City of Charleston Charleston County, South Carolina", prepared by HLA, Inc., dated January 30, 2017, and recorded May 15, 2017 in the RMC Office for Charleston County, South Carolina in Plat Book L17, at Pages 0269-0270. Said lot having such location, size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

Said property is subject to all applicable covenants, conditions, restrictions, limitations, obligations and easements of record.

Being the same property as conveyed from Ashton Charleston Residential, L.L..C, a South Carolina limited liability company to David Vazquez as set forth in Deed Book 0689 Page 773 dated 12/07/2017, recorded 12/29/2017, CHARLESTON County, SOUTH CAROLINA.

Parcel ID: 3120200005





 $\underline{\hspace{0.5cm}} mcpitfs 02\_Global\ Share\_Scans\_AccountClosureLetter\_3517340.pdf$ 

DOCUMENT DESCRIPTION: ACCOUNT CLOSURE LETTER

DOCUMENT TYPE ID: 82

ORDER NUMBER: 3517340

BORROWER NAME: David Vazquez

CLIENT NAME: BETTER MORTGAGE - HE





 $\underline{\hspace{0.5cm}} mcpitfs 02\_Global\ Share\_Scans\_WiringInstructions\_3517340.pdf$ 

DOCUMENT DESCRIPTION: WIRING INSTRUCTIONS

DOCUMENT TYPE ID: 100

ORDER NUMBER: 3517340

BORROWER NAME: David Vazquez

CLIENT NAME: BETTER MORTGAGE - HE





 $\underline{\hspace{0.5cm}} mcpitfs 02\_Global\ Share\_Scans\_MCAffadavits\_3517340.pdf$ 

DOCUMENT DESCRIPTION: MC AFFIDAVITS

DOCUMENT TYPE ID: 166

ORDER NUMBER: 3517340

BORROWER NAME: David Vazquez

CLIENT NAME: BETTER MORTGAGE - HE





 $\underline{\hspace{0.5cm}} mcpitfs 02\_Global \ Share\_Scans\_Signed Closing Packages\_3517340.pdf$ 

DOCUMENT DESCRIPTION: SIGNED CLOSING PACKAGE

DOCUMENT TYPE ID: 64

ORDER NUMBER: 3517340

BORROWER NAME: David Vazquez

CLIENT NAME: BETTER MORTGAGE - HE





 $\underline{\hspace{0.5cm}} mcpitfs 02\_Global \ Share\_Scans\_Recordable Documents\_3517340.pdf$ 

DOCUMENT DESCRIPTION: RECORDABLE DOCUMENTS

DOCUMENT TYPE ID: 629

ORDER NUMBER: 3517340

BORROWER NAME: David Vazquez

CLIENT NAME: BETTER MORTGAGE - HE

CLIENT NUMBER: 2610

eRECORD: NO

PROPERTY STATE: SOUTH CAROLINA

PROPERTY COUNTY: CHARLESTON 1501 Thin Pine Dr PROPERTY ADDRESS:

Johns Island, SC 29455



Settlement Date: **05/22/2025**Borrower(S): **DAVID VAZQUEZ** 

Property Address: **1501 THIN PINE DR,** ERROR! AUTOTEXT ENTRY NOT DEFINED.

Loan Number: **1459287360** Order Number: **3517340** 

#### **ERROR AND OMISSIONS / COMPLIANCE AGREEMENT**

The undersigned borrower or borrowers for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by the Lender or Closing Agent for the Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of the Lender or Closing Agent.

The undersigned borrower or borrowers agree to comply with all above noted requests by the above-referenced Lender/Closing Agent within 30 days from the date of mailing of said requests. Borrower or Borrowers agree to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned borrower or borrowers further grant Mortgage Connect, LP as the settlement agent or their designee and, or BETTER MORTGAGE - HE as lender, authorization to correct all minor typographical or clerical errors including initials and, or dates discovered in any or all of the closing documentation required to be completed by the undersigned at settlement. In the event this Agreement is exercised, the undersigned will be notified, and if requested by lender or borrower, will receive a copy of the document corrected on their behalf.

This Agreement may not be used to modify any terms of the loan and, or security instrument.

This Agreement shall automatically terminate 180 days from the date of recording of the undersigned's mortgage loan.

DATED effective this day of		<u>_</u> ·
(Borrower)	(Borrower)	_
(Borrower)	(Borrower)	_
Sworn to and subscribed before me this	day of	<u>_</u> .
	Notary Public	
Mv	Commission Expires:	



# BORROWER INFORMATION FOR FUNDING AND DISBURSEMENT GIVE THIS SHEET TO THE BORROWER

#### IMPORTANT INFORMATION REGARDING LOAN PROCEEDS FROM YOUR CLOSING

<u>Wire Transfer:</u> Borrower funds over \$1000.00 may be sent by wire. You can expect a wire transfer within 24 hours after the disbursement of your loan.

- Mortgage Connect does not charge for wire transfers; however, your bank or credit union may charge you to **receive** the wire. **PLEASE CONSULT YOUR BANK FOR DETAILS.**
- If you require your proceeds in the form of a check, please note that Mortgage Connect will not be held responsible for lost or stolen checks. If the check is stolen and cashed, you must cooperate fully with the investigation. The replacement of the proceeds is contingent on a successful investigation with our bank.
- We recommend you verify the wire instructions and information with your bank or credit union as
  the information used for direct deposit <u>may not work for wire transfers</u>. PLEASE CONSULT YOUR
  BANK FOR DETAILS.
- CREDIT UNION DEPOSITS: Please contact your Credit Union for exact wiring instructions.
- WE CANNOT WIRE TO A BUSINESS ACCOUNT.

Bank Check: You can expect a check according to the following after the disbursement of your loan:

- USPS Mail: Funds less than \$250.00
- Overnight Courier (UPS): Funds between \$250.00 to \$999.99
  - o Please note we cannot use a P.O. Box address for overnight courier service
- Depending on your financial institution, funds deposited by check may not be readily available.
   PLEASE CONSULT YOUR BANK FOR DETAILS.

Order # 3517340



### BORROWER WIRING INFORMATION / AUTHORIZATION CASH OUT PROCEEDS FROM CLOSING ONLY

Please complete the information below and provide it to the signing agent at the closing.

Order # 3517340	
Borrower Name(s	:): <u>David Vazquez</u>
Dorrowor Wiring	Instructions, DEDOSITING VOLD LOAN DEOCEEDS ONLY
_	Instructions: DEPOSITING YOUR LOAN PROCEEDS ONLY
Account Type: [	
Bank Name:	Bank Phone #:
ABA Routing #:	
	This may be different from your check. Please consult your lending institution.
Account #:	
Name(s) on Account:	
	PLEASE NOTE: The names on this account must have all of the borrowers that are
	listed above. If not, a check will be sent to the address listed below in "Mail or
	Overnight Instructions".
Additional wiring	information for CREDIT UNION, if necessary:
Bank Name:	Bank Phone #:
ABA Routing #:	<del></del>
7.57	This may be different from your check. Please consult your lending institution.
Account #:	· · · · · · · · · · · · · · · · · · ·
Name(s) on Account:	
	PLEASE NOTE: The names on this account must have all of the borrowers that are
	listed above. If not, a check will be sent to the address listed below in "Mail or
	Overnight Instructions".

#### **Mail or Overnight Instructions:**

Address: 1501 Thin Pine Dr, Johns Island, SC 29455

If the address listed above needs to be changed, please legibly print the correct address below. Please remember that we cannot overnight to a P.O. Box address.

<u>PLEASE NOTE</u>: **Mortgage Connect requires funds over the amount of \$5,000.00 to be wired**. If you require your proceeds in the form of a check, please note that a signature will be required. Mortgage Connect will not be responsible for lost or stolen checks, nor delayed delivery due to carrier problems of any type. You will be required to cooperate fully with any investigation of lost, stolen or cashed checks and re-issuance of funds due to any issue may be delayed up to 120 days



Street number and name:	
City, State and Zip Code:	
David Vazquez	Date
	Date
signed the document to which this certifica	this certificate verifies only the identity of the individual who ite is attached, and not the truthfulness, accuracy, or validity of
State of	
County of	
Subscribed and sworn to (or affirme	ed) before me on this day of, by David
Vazquez, , proved to me on the basis of satisme.	sfactory evidence to be the person(s) who appeared before
	Notary Public
	My Commission Expires:



#### **ACCOUNT CLOSURE LETTER**

Lender:	NA
Loan #:	NA

Property: 1501 Thin Pine Dr, Johns Island, SC 29455

Date: May 21, 2025 MC Order #: 3517340

I, the undersigned, in order to induce **Mortgage Connect, LP** (hereinafter referred to as the "Title Company") to issue its policy(ies) of title insurance covering the above captioned property, hereby agree as follows:

- 1. I/We currently are the borrower under a mortgage or deed of trust to the captioned lender, which mortgage or deed of trust allows me to make draws and/or receive advances of money by request.
- 2. I/We hereby agree that the loan payoff figures divulged to me by the captioned Lender and by the Title Company are correct to the best of my knowledge and that there are no draws or checks outstanding which will cause the payoff figure divulged to be insufficient for full and complete satisfaction of the loan.
- 3. I/We hereby agree to understand that effective immediately the aforesaid loan will be paid off entirely and will be release of record in the appropriate land records office. I will no longer be able to receive any funds from this loan account and the loan account will be cancelled entirely. In order to receive further credit from the Lender involved, I will need to make an application with said Lender for a new and separate loan. BY COPY OF THIS AFFIDAVIT TO THE CAPTIONED LENDER, I HEREBY REQUEST THAT THE CAPTIONED LOAN ACCOUNT BE CLOSED ENTIRELY AND THAT THE LIEN BE RELEASED OF PUBLIC RECORD.
- 4. By signing below, I further agree that, should any checks or drafts be presented to the Lender subsequent to the signing of this Affidavit, thus creating a shortage of payoff funds held by the Title Company or its agents, I will advance sufficient funds to the Title Company or its agents to affect the full payoff of the loan. These required funds will be delivered to the Title Company or its agents immediately upon demand.

David Vazquez	
·	



#### **CREDITOR CHECKS**

By my/our signature(s) below, I/We acknowledge the following:

- 1. All creditor checks will be mailed directly to me/us to submit to our creditor(s) with the creditor statement including the account number <u>written on the</u> check.
- 2. Mortgage Connect is not responsible for mailing the creditor checks to my/our designated creditor(s).
- 3. Mortgage Connect is not responsible for any additional fees that become due for delayed processing of these funds.
- 4. Creditors can take up to 30 days to process my/our payment(s). Mortgage Connect cannot reissue check(s) prior to 30 business days.
- 5. I/We understand that these creditor checks(s) must be mailed / wired. If wired, Mortgage Connect will need full wire details for the creditor. The funds cannot be submitted as an ACH.

David Vazquez	Date
	Date

For Funding Authorization, please send scanned, executed copies of the entire loan package to:

Fundingdocs-discuss@better.com

Subject line must include:

Loan Number

Subject Property Address
1501 Thin Pine Dr, Johns Island, South Carolina 29455

Borrower Last Name VAZQUEZ

AFTER RECORDING, Recorded Security Instruments, all applicable riders, recorded warranty/transfer Deed, POA's and all other recorded documents to be sent to:

Attention: Post Closing (BMC101)

Mail Stop Code: FD-BM-6200

1427 Energy Park Drive, St. Paul, MN 55108

And Final Title Policies to be emailed to:

better.docgenius@indecomm.net

Under no circumstances is the closing package allowed to be signed prior to the closing date listed in the Closing Disclosure, Note, and Deed of Trust/Mortgage.

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

BETTER TRADITIONAL CLOSING COVER LETTER BTCCL.CST 07/15/24

☆ DocMagic

BETTER MORTGAGE CORPORATION 128 S. TRYON STREET SUITE 880 CHARLOTTE, NC 28202 FROM:

TO: Mortgage Connect, LP

600 Clubhouse Drive

Moon Township, Pennsylvania 15108

(866) 789-1814

ATTN: **ELLEN HATTEN** 

> RE: Borrower(s): DAVID VAZQUEZ

> > Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

Document Date: May 22, 2025

Closing Date: May 22, 2025

Disbursement: May 28, 2025

Case No.:

Loan No.: 1459287360

App. No.:

Order No.: 3517340

Escrow No.: 3517340

Disclosure

(X) Rescission Notice

#### SPECIFIC CLOSING INSTRUCTIONS

#### LOAN DOCUMENTS:

We enclose the following documents necessary to complete the above referenced loan transaction:
(X) Mortgage
(X) Compliance Agreement
(X) Cover Page
(X) Planned Unit Dev. Rider
(X) Notices
(X) Certification (X) Affidavit and Agreement (X) Consumer Credit Score (X) Rider to Sec. Inst.

(X) Credit Agreement (X) Transfer of Servicing

X) Patriot Act (X) Allonge to Note (X) General Cls. Instr. (X) Sup. Cls. Instr.

(X) Hazard Ins. Req. (X) W-9 (X) Loan Application (X) 4506C

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement or Closing Disclosure (as applicable) to **each** Borrower.

LOAN TERMS:

ARM Loan: (X) Yes () No Loan Amount: 100,000.00

Index: 7.500 Initial Advance: 100,000.00

Margin: .500 Sales Price:

Periodic Rate Cap: 18,000 Term (Months): 360 Lifetime Rate Cap: 18.000 Interest Rate: 8.000 Lifetime Rate Floor: 4.000 Initial Payment: N/A Interest Change Date: 07/01/25 First Payment Date: 07/01/25 Payment Change Date: 08/01/25

Last Payment Date: 06/01/55 Loan Purpose: HELOC

#### PAYOFF REQUIREMENTS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or Closing Disclosure (as applicable) or provide other satisfactory evidence of payoff: TO: AMEX \$6,130.00

Page 1 of 3

#### CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS:

PRIOR TO FUNDING CONDITIONS.

- OVERNIGHT ORIGINAL EXECUTED DOCUMENTS TO ATTENTION: POST CLOSING (BMC101), MAIL STOP CODE: PC-BM-4000, 1427 ENERGY PARK DR, ST PAUL, MN 55108

\*\*SEE ATTACHED ADDENDUM TO CLOSING INSTRUCTIONS\*\*

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

SPECIFIC CLOSING INSTRUCTIONS SCI214903B2.CST 11/17/23

☆ DocMagic

#### SECONDARY FINANCING:

Secondary financing in the amount of \$ NONE

has been approved.

#### **ESTIMATE OF FEES AND COSTS:**

ESTIMATE OF TEES AND COSTS.											
ПЕМ	AMOUNT	POC	PAID BY								
Loan Discount Points to: BETTER MORTGAGE CORPORATION	1,625.00		Borrower								
Origination fee to: Better Mortgage Corporation, ISAOA ATIMA	595.00		Borrower								
Property condition report to: Cape Analytics	12.00	0.00	Borrower								
Fraud check to: DataVerify Flood certification to: CoreLogic Flood	13.00 5.00	0.00 0.00	Borrower Borrower								
Services											
Credit report to: Factual Data  Avm to: Other	68.00 5.00	0.00 0.00	Borrower Borrower								
Title - Title closing fee to: Mortgage Connect, LP	475.00	0.00	Borrower								
Title - Property report to: Mortgage Connect, LP	115.00	0.00	Borrower								
Recording Fee For Mortgage to: Charleston	25.00	0.00	Borrower								
	Subtotal of Estimated	l Fees and Costs:	\$								
PER DIEM INTEREST: From: To: 06/01/25  (Anticipated Closing Date)											
0 days at \$22.2222 per da	y Subtotal of Per Diem	Interest:	\$								
IMPOUNDS/ESCROWS: Impound/escrow checks should be made payable to and sent to us together with the original final HUD-1 Settlement Statement or Closing Disclosure (as applicable).											
month(s) at month(s) at	per Month per Month	= \$									
	per Month per Month	= \$ = \$									
month(s) at	\$ per Month	= \$									
	\$ per Month \$ per Month	= \$									
at	\$per Month	= \$									

#### **HUD-1 SETTLEMENT STATEMENT OR CLOSING DISCLOSURE:**

The **final** HUD-1 Settlement Statement or Closing Disclosure (as applicable) must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Email a certified copy of the final HUD-1 Settlement Statement or Closing Disclosure (as applicable) to BETTER MORTGAGE

Aggregate Escrow Adjustment:

Impound Subtotal: Mortgage Ins. Premium:

TOTAL OF FEES AND COSTS:

CORPORATION Attention: Quality Assurance

Send the original final HUD-1 Settlement Statement or Closing Disclosure (as applicable) to us at the following address within 24 hours of settlement: 1 WORLD TRADE CENTER, 80TH FLOOR, NEW YORK, NEW YORK 10007

0.00

2,938.00

ADDITIONAL INFORMATION: BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS. If for any reason this loan DOES NOT CLOSE within 48 hours of your receipt of funds, please return all wired funds to the originating account and immediately return all docs to: BETTER MORTGAGE CORPORATION, ATTN: POST CLOSING, 128 S. TRYON STREET, SUITE 880, CHARLOTTE, NC 28202. If you have any questions regarding any of these instructions, please contact BETTER MORTGAGE CORPORATION a(415) 523-8837 **BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these Closing Instructions. Date Borrower DAVID VAZQUEZ **ACKNOWLEDGED AND AGREED:** Settlement Agent Date **ELLEN HATTEN** 

Loan Number: 1459287360

Date: May 22, 2025

Borrower(s): DAVID VAZQUEZ

# ADDENDUM TO CLOSING INSTRUCTIONS (ADDITIONAL CONDITIONS)

WITHIN 1 BUSINESS DAY OF DISBURSEMENT AUTHORIZATION

- BORROWER SIGNED & DATED CLOSING INSTRUCTIONS
- VOE AND 12 MONTH VOM IF APPLICABLE
- THREE DAY RIGHT OF RESCISSION IF APPLICABLE
- LENDER TO CREDIT PARTIAL NRCCS
- PLEASE ATTACH LEGAL DESCRIPTION WITH DEED OF TRUST/MORTGAGE PRIOR TO RECORDING.
- PLEASE REFER TO THE ADDENDUM TO CLOSING INSTRUCTIONS FOR ANY RETURN WIRE INSTRUCTIONS
- ENTIRE SIGNED CLOSING PACKAGE TO BE SCANNED AND EMAILED TO FUNDINGDOCS@BETTER.COM FOR PRE-FUNDING REVIEW
- UNDER NO CIRCUMSTANCES IS THE CLOSING PACKAGE ALLOWED TO BE SIGNED PRIOR TO THE CLOSING DATE ON THE CLOSING DOCUMENTS
- TWO FORMS OF ID ON USA PATRIOT ACT FORMS
- THE TITLE INSURANCE NEEDS TO COVER THE ENTIRE LOAN AMOUNT
- TITLE POLICY TO BE ISSUED IN THE NAME OF BETTER MORTGAGE CORP.
- UNDERWRITER TO CLEAR ALL CONDITIONS PRIOR TO FUNDING
- HOLD THE FUNDS REMITTED TO YOU TO FUND THIS LOAN FOR THE FUNDING PARTY'S EXCLUSIVE BENEFIT UNTIL FULLY DISBURSED
- CURRENT PAYOFF STATEMENT FOR LIENS PAYOFF TO AMEX A/C 1193 FOR BALANCE \$6,130.00 OR CURRENT DUE

FROM: BETTER MORTGAGE CORPORATION 128 S. TRYON STREET SUITE 880

CHARLOTTE, NC 28202

TO: Mortgage Connect, LP 600 Clubhouse Drive Moon Township, Pennsylvania 15108 Phone:(866) 789-1814

ATTN: ELLEN HATTEN

RE: Borrower(s): DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

Document Date: May 22, 2025

Closing Date: May 22, 2025

Disbursement Date: May 28, 2025

Case No.:

Loan No.: 1459287360

App. No.:

Order No.: 3517340

Escrow No.: 3517340

#### ADDENDUM TO CLOSING INSTRUCTIONS

(Additional costs and fees)

#### **ESTIMATE OF FEES AND COSTS**

ITEM AMOUNT POC PAID BY																													
TIEW AWOUNT FOC PAID BY																													
TIEW AWIOUNI FOC FAID BI																													
TIEM AMOUNT TOO TAID DI																													
······································																													

#### **ACKNOWLEDGED AND AGREED:**

Settlement Agent Date ELLEN HATTEN

ADDENDUM TO CLOSING INSTRUCTIONS ATCI3LTR.MSC 04/17/20

DocMagic **C**Forms

FROM: BETTER MORTGAGE CORPORATION

1 WORLD TRADE CENTER, 80TH FLOOR

NEW YORK, NEW YORK 10007

Phone: (415) 523-8837 Fax: (415) 523-8837

TO: Mortgage Connect, LP

600 Clubhouse Drive

Moon Township, Pennsylvania 15108

(866) 789-1814

ATTN: ELLEN HATTEN

RE: Borrower(s): DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr Johns Island, South Carolina 29455 Document Date: May 22, 2025

Closing Date: May 22, 2025

Disbursement: May 28, 2025

Case No.:

Loan No.: 1459287360

App. No.:

Order No.: 3517340

Escrow No.: 3517340

#### **GENERAL CLOSING INSTRUCTIONS**

Do not close or fund this loan unless **ALL** conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration in this transaction except for our loan proceeds and approved secondary financing must pass to you in the form of cash. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the Borrower(s).

All documents with the exception of those to be recorded (Security Instrument, Riders, Corporation Assignment(s), Grant Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within 48 HOURS of the signing. Please return certified copies of those documents that are to be recorded. Failure to comply with these instructions may delay funding.

#### **EXECUTION OF DOCUMENTS**

- 1. Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgments must be executed by a person authorized to take acknowledgments in the state of closing.
- 2. Any correction to loan documents must be approved in writing by us in advance. **No white-out permitted.** Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
- 3. All Powers of Attorney must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, a certified copy provided to us.

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

GENERAL CLOSING INSTRUCTIONS
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#### **RESCISSION**

- 1. If the transaction is subject to rescission, provide **each** Borrower and **each** person having any ownership interest in the security property with **two** (2) **copies** of the completed Notice of Right to Cancel. The Notice of Right to Cancel must be properly completed (including all dates) and each borrower and person given a Notice of Right to Cancel must execute an acknowledgment of receipt. Your failure to properly complete and provide the Notice of Right to Cancel to each person entitled to receive it and obtain an acknowledgment of receipt will delay this closing.
- 2. No Borrower or other person having an ownership interest in the Security Property may modify or waive his or her right to rescind without our prior written consent.
- 3. If any Borrower or other person having an ownership interest in the security property indicates that he or she wishes to cancel this transaction, contact us immediately for further instructions.

#### **SURVEYS**

- 1. A valid survey dated within 90 days of closing is required in areas where surveys are customary.
- 2. The survey must contain all relevant and customary information and certifications and the legal description, lot size and street must agree with the appraisal and closing documents.

#### HAZARD INSURANCE

- 1. The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area.
- 2. Dwelling coverage must be equal to the lesser of the loan amount or the full replacement value of the property improvements, and must extend for either a term of at least one (1) year after the closing date for purchase transactions or months after the closing date for refinance transactions.
- 3. Loss payee/mortgagee clause to read: Servbank

ISAOA/ATIMA P.O. Box 2828

Daytona Beach, FL 32120-2828 Loan Number: 1459287360

ACKNOWLEDGED AND AGREED:		
	Settlement Agent	ELLEN HATTEN

GENERAL CLOSING INSTRUCTIONS GCI.MSC 06/16/15

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MIN: 100529014592873609

## HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

Property Serving as Security (the 'Property'): 1501 Thin Pine Dr

Johns Island, South Carolina 29455

Borrower's Name and Address: DAVID VAZQUEZ

1501 Thin Pine Dr, Johns Island, South Carolina 29455

Lender's Name and Address: BETTER MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

1 WORLD TRADE CENTER, 80TH FLOOR

NEW YORK, NEW YORK 10007

Date: May 22, 2025 Loan Number: 1459287360 Loan Priority: 2ND

Credit Limit: \$ 100,000.00 Draw Period: 36 Mos. ANNUAL PERCENTAGE RATE: 8.0000%

Initial Advance: \$ 100.000.00 Hold Period: 84 Mos. Margin: 0.5000%

Minimum Advance: \$ 1,000.00 Repayment Period: 240 Mos.
Minimum Balance: \$ N/A Maturity Date: 06/01/2055 Min. ANNUAL PERCENTAGE RATE: 18.0000%

Min. ANNUAL PERCENTAGE RATE: 4.000%

First Payment Date: 07/01/2025 Billing Cycle: MONTHLY Fees and Finance Charges: See Page 6

1. Home Equity Line of Credit Agreement. This Home Equity Line of Credit Agreement ('Agreement') governs your Home Equity Line of Credit Account ('Account') with the lender named above ('Lender'). Your Account is a 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," and "our" refer to the Lender or to any subsequent assignee or transferee. Except as noted below, the terms "you," "your," and "yours" refer to each person that signs this Agreement or has authority to use the Account. Read this Agreement carefully so that you know how your Account works and keep a copy of this Agreement for your records.

- 2. Terms And Definitions. The following terms are defined as set forth in this Section. Other terms are defined elsewhere in this Agreement.
  - A. "Account Balance" is the total unpaid principal of Advances made under the Account, plus unpaid FINANCE CHARGES, outstanding fees, charges, costs, and credit insurance premiums.
  - B. "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.
  - C. "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. However, the first Billing Cycle may be shorter.
  - D. "Billing Statement" is a statement that we will furnish to you periodically that provides important information regarding your Account activity.
  - E. "Credit Limit" is the maximum aggregate amount of Advances that we will extend to you under this Agreement. Your Credit Limit may change under certain circumstances. Your initial 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. "Initial Advance" is the minimum amount of the first Advance you must request and accept from your Account. The amount of your Initial Advance is stated on page 1.
  - 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.
  - . 'Minimum Advance' is the least amount of money you may request at any one time from your Account. Your Minimum Advance is stated on page 1.
  - J. "Minimum Balance" is the minimum outstanding principal balance that you must maintain under your Account during the Draw Period once the Initial Advance is taken. Your Minimum Balance is stated on page 1.
  - K. "Minimum Payment" is the minimum amount you must pay on your Credit Account, as reflected on each periodic Billing Statement for each Billing Cycle.
  - L. "Hold Period" is the period of time that begins at the end of the Draw Period. During any Hold Period, you may no longer request Advances from your Account. During any Hold Period, repayment of principal is not required. The Hold Period, if any, is stated on page 1.
  - M. "Repayment Period" is the period of time that begins at the end of the Hold Period if any, or if there is no Hold Period, the Draw Period. During any Repayment Period, you may no longer request Advances from your Account. During any Repayment Period, fully amortizing payments of principal and interest are required. The Repayment Period, if any, is stated on page 1.

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT HELCADS83.CST 03/13/25 Page 1 of 7

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- 3. Borrower's Promise to Pay. During the Draw Period and any Hold Period and any Repayment Period, you will be required to make Minimum Payments in accordance with the terms of this Agreement and Security Instrument. We will send you Billing Statements describing your Account activity and your minimum payment due (the "Minimum Payment"). You will receive a Billing Statement approximately every 30 days. Payments will be due as shown on the Billing Statements. You may repay all or any part of your Account Balance, at any time, once your loan has been on boarded with the Servicer, Shellpoint Mortgage Servicing, without penalty, subject to the limitations of this Agreement. If you fail to make your Minimum Payment, we may enforce our rights and remedies under Section 14 and elsewhere in this Agreement and Security Instrument. You must pay the entire outstanding Account Balance on or before the Maturity Date stated on page 1.
- 4. Security. All amounts due under the Account are secured by a mortgage, deed of trust, or security deed ("Security Instrument") on the Property. Borrower agrees to pay all amounts due, and perform all covenants and obligations required of Borrower under the Security Instrument. If it becomes necessary for us to advance funds to you above the Credit Limit to protect our security interest, 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.
- 5. 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.

The amount of your first Advance must be at least equal to the Minimum Advance, but not more than your Credit Limit. You may not receive the Initial Advance until after (a) the three-day rescission period prescribed by federal law has elapsed; (b) we are reasonably satisfied that no person has rescinded the Agreement; and (c) we are satisfied the Security Instrument constitutes an accurate and valid lien on the Property. However, if the Initial Advance is used to pay for a portion of the purchase price of the Property identified on page 1, the three-day rescission period will not apply to that Initial Advance, but any subsequent Advances will not be made until the three-day rescission period has elapsed.

If you request an Advance, then elect to stop the payment, you agree to pay the Stop Payment fee stated on page 6. If you request an Advance that is less than the Minimum Advance, we may, at our option, pay the Advance. If we do pay such Advance, this does not constitute a reduction of the Minimum Advance provisions of this Agreement.

Following the Draw Period, there may be a Hold Period or a Repayment Period during which you must make Minimum Payments as stated below. You may not obtain Advances during any Hold Period or Repayment Period. However, during any of the Draw Period, Hold Period, or Repayment Period we may, at our option, make Advances from your Account to pay fees, charges, costs, or credit insurance premiums due under this Agreement or the Security Instrument or make other Advances as allowed by the Security Instrument, and all of these Advances will be added to the Account Balance, bear interest from the date of disbursement, subject to Applicable Law, and be subject to all of the terms of this Agreement and the Security Instrument.

- 6. Credit Limit; Minimum Balance. Your initial Credit Limit is stated on page 1. You may not request an Advance from your Account that would cause your outstanding balance of Advances to exceed your Credit Limit. We are not 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 pay the Overlimit Fee stated on page 6 for each Advance that causes the outstanding Account Balance to exceed your Credit Limit.
- 7. Minimum Payment Calculation. During the Draw Period and any Hold Period, your Minimum Payment will equal the greater of (i) \$100 or (ii) the periodic finance charges, and other fees, charges and costs. During the Repayment Period, if any, your minimum payment will equal 1/ 240 th of your unpaid Account Balance at the end of the Hold Period if any, or if there is no Hold Period, the Draw Period, plus all periodic finance charges and other fees, charges and costs. If there is no Repayment Period, you will be required to pay your entire outstanding balance at the end of the Hold Period if any, or if there is no Hold Period, the Draw Period. If there is no Hold Period and no Repayment Period, you will be required to pay your entire outstanding balance at the end of the Draw Period.

You may repay all or part of the new balance shown on your monthly statement at any time without penalty. Unless your Account is terminated and we require immediate payment of the entire outstanding balance as provided in Section 14, you must pay at least the Minimum Payment for each Billing Cycle by the payment due date shown on the periodic statement. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single payment.

8. Application of Payments. We may apply all payments and credits in accordance with our standard operating procedures and with the requirements of Applicable Law. 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 Periodic Payments. We may, at our discretion, withhold available credit on your Account up to the amount of payments you make to assure that the payment instrument is honored.

#### 9. Annual Percentage Rate.

A. Initial Rate. The initial ANNUAL PERCENTAGE RATE under this Agreement is 0.02192 %). This initial rate is equal to the Index plus Margin, described in paragraph B of this Section. The ANNUAL PERCENTAGE RATE does not include costs other than interest. The ANNUAL PERCENTAGE RATE and corresponding Daily Periodic Rate are variable rates and therefore may increase or decrease on the first day of each billing cycle based on the changes in the Index.

☐ 'Discounted' Initial Rate. If this box is checked, the initial ANNUAL PERCENTAGE RATE	listed in para	graph A	A of this Section is "discounted,"
and this rate will be in effect for a period of $N/A$ months from the date of this Agreement. Thereafter	r, the ANNU	AL PI	ERCENTAGE RATE (and the
related Daily Periodic Rate) will be determined as set forth in paragraph B in this Section. The Initial Rate i	s not equal to	the su	ım of the Index and Margin.
Without the discount, the initial ANNUAL PERCENTAGE RATE under this Agreement would be	N/A	%.	(Daily Periodic Rate of

**B.** Rate Computation. The ANNUAL PERCENTAGE RATE under this Agreement is based upon the sum of the Index plus the Margin. The note holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). The ANNUAL PERCENTAGE RATE may increase or decrease based upon changes in the Index, and such changes will affect your Minimum Payment and periodic FINANCE CHARGES. The Daily Periodic Rate under this Agreement will always be equal to the ANNUAL PERCENTAGE RATE that is then in effect, divided by

365 (or 366 in a leap

year). The **ANNUAL PERCENTAGE RATE** does not include costs other than interest. The **'Index'** is Prime Rate as published in *The Wall Street Journal*. The **'Margin'** is 0.500 %.

If the Index is no longer available, we will use a substitute Index (and, if necessary, a new Margin). The substitute Index will have a historical movement substantially similar to the Index, and the substitute Index and Margin will result in an **ANNUAL PERCENTAGE RATE** that is substantially similar to the rate in effect at the time the Index becomes unavailable.

- C. Adjustments. The ANNUAL PERCENTAGE RATE may be adjusted on the first day of each billing cycle (each, a "Change Date"). Except as stated below, on each Change Date the ANNUAL PERCENTAGE RATE will be determined by adding the Margin to the value of the Index on the last day of the prior month. Each change in the ANNUAL PERCENTAGE RATE (and the related Daily Periodic Rate) will take effect without prior notice and will apply to both new Advances and your Account Balance.
- **D. Limits.** There is no limit to the amount by which the **ANNUAL PERCENTAGE RATE** can increase or decrease on any change date or in any 1-year period. APR changes are subject to the following limitations. The lifetime floor does not apply to any initial discount rates if applicable. Any per adjustment or annual limitations will not prevent the rates from increasing to the minimum APR at the end of the initial discount rate period if applicable.

**Lifetime Floor.** The minimum APR that can apply during the term of the Line of Credit is the lesser of (a) 4%, or (b) the initial APR. **Lifetime Cap.** The maximum APR that can apply during the term of the Line of Credit is 18% or the maximum APR allowed by applicable law, whichever is less.

10. Finance Charges. You agree to pay all FINANCE CHARGES that accrue on your Account. You will have to pay both periodic FINANCE CHARGES and other FINANCE CHARGES in connection with your Account. Periodic FINANCE CHARGES begin to accrue on the day that there is an unpaid balance due on your Account and will continue to accrue until the Account Balance is paid in full. There is no grace period that will allow you to avoid the assessment of periodic FINANCE CHARGES on your Account.

The total periodic **FINANCE CHARGE** for each Billing Cycle will be calculated by applying the Daily Periodic Rate to the Average Daily Balance (as described below) for the billing cycle then multiplying this product by the number of days in the billing cycle. The other **FINANCE CHARGES** that you will have to pay in connection with your Account are listed on page 6 under "Additional **CLOSING COSTS.**"

To calculate the "Average Daily Balance" for the Billing Cycle, (i) we start with the beginning Account Balance of your Account that day, (ii) exclude any unpaid finance charges or other charges provided for under this Agreement, (iii) add any new Advances posted to the Account, and (iv) then we subtract any payments or credits applied to your Account Balance; (v) last we divide by the total number of days in the billing cycle.

- 11. Finance Charges, Fees, Other Charges, and Costs. You agree to pay the Finance Charges, fees and other charges listed on page 6 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. Subject to any limitations of Applicable Law, you agree to pay all reasonable costs we incur to collect the Account Balance including, without limitation, court costs, attorney's fees, and foreclosure-related expenses, if you default under this Agreement or become involved in any bankruptcy action. Should any loan charge exceed the maximum lawful charge, the excess shall, to the extent permitted by law, be regarded as interest calculated, as a charge applied to the entire principal balance of the outstanding credit balance as of the assessment of the charge for the remaining term of the loan.
- 12. 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, then 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. Borrower is bound by any and all agreements for non-refundable third-party fees incurred at any time during the loan process.
- 13. Property Insurance. You agree to obtain property insurance against loss or damage to the Property, in the amounts, for the time periods and against the risks that the Security Instrument and/or we require. You agree to provide (i) standard property insurance for the Property in an amount equal to the replacement cost of the property and (ii) if we notify you that the Property is located in a flood zone, flood insurance in an amount equal to the lesser of the Credit Limit or the maximum amount available pursuant to the National Flood Insurance program (if we notify you after the date of this Agreement, you agree to obtain such insurance within 45 days of being notified). You agree to provide us with a mortgagee endorsement on origination and at each renewal of such insurance coverage.

You may obtain the 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 on your behalf and at your expense as described in Section 5 of 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 and will be subject to a **FINANCE CHARGE**.

- 14. 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. 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 at any time in connection with your Account; 2) We do not receive the full amount of any Minimum Payment due 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) 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 our security; h) Failure to pay taxes or assessments on the Property; 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.

We may, at our option, take lesser action than those described in this Section. 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, 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, 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. 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; 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 maximum ANNUAL PERCENTAGE RATE allowed under this Agreement is reached. If we refuse to make additional Advances or reduce your Credit Limit under this Section, 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. We can modify or amend the terms of the Agreement. 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 9 above. Any Account Balance on the effective date of any modification or amendment is subject to the modification or amendment.
- 15. Suspending or Terminating Your Account. You may terminate your Account at any time. 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 your Account is terminated for any reason, you will nonetheless remain obligated to pay the Account Balance immediately upon our demand. Upon termination of your Account by either you or us, you must return to us all Checks, Credit Cards (if applicable), 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, or credit insurance premiums paid or payable under the Account.

#### 16. Other Provisions.

A. Account Checks; Credit Cards (if applicable); Stop Payment Orders. You may not use the Checks or Credit Card, or otherwise use Advances, to make payments on your Account. You agree that the Checks and Credit Cards are our property and that you will return them to us at our request. Checks that you write will not be returned to you.

We are not responsible if anyone refuses to honor a Check or Credit Card. We may honor postdated Checks and are not responsible if we do so. We will not certify Checks. You agree to notify us immediately by contacting us at the address or telephone number listed on your Billing Statement if there has been, or there may have been, a loss, theft, or unauthorized use of any of the Checks or Credit Cards. You may also write to us at the address stated on your Billing Statement. You also agree to cooperate with us or any law enforcement agency in any effort to investigate the circumstances surrounding the incident and efforts to minimize potential losses to you or us stemming from any loss, theft, or unauthorized use of a Check or Credit Card.

We will honor an oral or written stop payment order for a Check if we have a reasonable opportunity to act on it. We will not be liable for failing to stop payment if we used ordinary care. Our records will be conclusive evidence of the existence and details of any oral stop payment order or its revocation. If you stop payment, you must tell us your name and account number, the name of the payee and the exact amount, date and number of the Check, and who signed it. You agree that we will have no liability to you if any of the information you provide in the oral or written order is incorrect, and we pay the draft. You agree to indemnify us and pay all costs and expenses we incur (including reasonable attorney's fees) as a result of honoring your stop payment order. This indemnity will survive any termination of this Agreement.

- B. Tax Consequences. You acknowledge that we (including our employees and representatives) have given you no assurances, representations or warranties that the FINANCE CHARGES and other fees and charges paid on your Account are tax deductible. You should consult your own tax advisor concerning the deductibility of the FINANCE CHARGES and other fees and charges for the Account.
  - C. Due On Sale. The Security Instrument includes the following "due on sale" provision relating to certain sales and transfers of the Property: 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.

- **D.** Negative Amortization. If your Minimum Payments are not sufficient to cover the FINANCE CHARGE that will accrue on your Account, "negative amortization" will occur. Negative amortization will increase the balance of your Account and reduce the equity in the Property.
- E. 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. You also authorize us to make credit inquiries regarding your ongoing credit worthiness, and to provide information about you to our affiliates and third parties as permitted by Applicable Law.

- F. 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 or under Applicable Law.
- **G. Delay in Enforcement.** We may delay enforcing our rights under this Agreement without waiving these rights and/or otherwise forfeiting or compromising them.
- H. Legal Purposes. You may not use any Advances for purposes that violate any applicable federal, state, tribal, or local laws, rules, regulations, or ordinances.
- I. Assumption. This Account is not assumable. This means that someone buying the Property may not take this Account as his/her own on the terms of this Agreement or on any other terms.
- J. Assignment. We may transfer this Credit Agreement, the Security Instrument, and any other loan documents relating to the Account to any person or entity without notice to you. You may not transfer or assign your rights or delegate your duties under this Agreement. Subject to the other provisions of this Section, this Agreement is binding on your and our heirs, successors, and personal and legal representatives.
- **K.** Captions and Headings. The captions and headings of the sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement.
- L. Change of Address, Name or Employment. You agree to immediately notify us in writing of any change in your name, residence or mailing address, or employment.
- M. Governing Law. Federal law and the law of the jurisdiction in which the Property is located shall govern this Agreement. All rights and obligations contained in this Agreement are subject to any requirements and limitations of Applicable Law.
- N. Joint and Several Liability. Each of you will be legally responsible for payment of the total amount of the Account Balance and fees, charges, costs, and credit insurance premiums regardless of any divorce, legal separation, or other legal proceedings.
- O. Severability. If any portion of this Agreement conflicts with, contradicts or otherwise controverts 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.
- P. Liability for Unauthorized Use of a Credit Card (if applicable). You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing at the address or telephone number listed on your Billing Statement of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.
- Q. 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 20 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 page 1, or a different address if you are notified of the same.
- 17. 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.
- A. Notify Us in Case of Errors or Questions about Your Bill. If you think your Billing Statement is wrong, or if you need more information about a transaction on your Billing Statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first Billing Statement 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: (i) Your name and account number; (ii) The dollar amount of the suspected error.; and (iii) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.
- **B.** Your Rights and Our Responsibilities after We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your Credit Limit. 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 that we made a mistake on your bill, you will not have to pay any FINANCE CHARGES related to the mistaken 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 that it is

If you fail to pay 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question on your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

C. Special Rule for Credit Card (if applicable) Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (i) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (ii) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **FEES AND CHARGES**

Subject to limits of Applicable Law, you agree to pay the following fees, charges and closing costs pursuant to this Agreement:

Late Fees. On any payment not received within 15 days of the due date, a fee of 5% or \$18 (whichever is less) but not less than \$9.20

RET CHECK FEE. A fee of \$ 29.99. OVER LIMIT FEE STOP PMT FEE. A fee of \$ 15.00.

#### ADDITIONAL CLOSING CHARGES

ITEM	AMOUNT	POC	PAID BY
FINANCE CHARGES			
Loan Discount Points	1,625.00		Borrower
Origination fee	595.00		Borrower
Flood certification	5.00	0.00	Borrower
Avm	5.00	0.00	Borrower
Title - Title closing fee	475.00	0.00	Borrower
OTHER CHARGES:			
Property condition report	12.00	0.00	Borrower
Fraud check	13.00	0.00	Borrower
Credit report	68.00	0.00	Borrower
Title - Property report	115.00	0.00	Borrower
Recording Fee For Mortgage	25.00	0.00	Borrower
PAYOFF to AMEX for Revolving Account	6,130.00		Borrower

Subtotal of Estimated Fees and Costs: \$9,068.00

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT HELCADS83.CST 03/13/25 Page 6 of 7

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You agree to the terms and conditions contained in this Agreement and you acknowledge receipt of a completed copy of this Agreement.									
WITNESS: ACCEPTED AND AGREED TO:									
Borrower DAVID VAZQUEZ									

After Recording Return To:

Attention: Better Mortgage - Post Closing (BMC101)

Mail Stop Code: FD-BM-6200 1427 Energy Park Drive St. Paul, MN 55108

Loan Number: 1459287360

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

# MORTGAGE THIS AGREEMENT SECURES AN OPEN-END, REVOLVING HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.

MIN: 100529014592873609 MERS Phone: 888-679-6377

#### **DEFINITIONS**

(A) "Security Instrument" means this document, which is dated May 22, 2025 , together with all Riders to this document.

(B) 'Borrower' is David Vazquez

the party or parties who have signed this Security Instrument. Borrower is the Mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BETTER MORTGAGE CORPORATION

Lender is a CALIFORNIA CORPORATION and existing under the laws of CALIFORNIA

organized

Lender's address is 1 WORLD TRADE CENTER, 80TH FLOOR, NEW YORK, NEW YORK 10007

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

- **(F)** "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.
- (G) "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 \$100,000.00 . 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

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE - MERS © 2008 DOCMAGIC, INC.
SCHESIM.HLC 01/07/21 Page 1 of 13

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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.

- **(H)** "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.
- (I) "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 1, 2055
- (J) 'Property' means the Property that is described below under the heading "Transfer of Rights in the Property."
- (K) "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.
- (L) ''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	Condominium Rider	☐ Escrow Rider
Second Home	X Planned Unit Development Rider	
X Other(s) RIDER TO SE	CURITY INSTRUMENT	

- (M) "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.
- (N) "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.
- (O) "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.
- (P) "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.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.
- (R) "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 Secured Debt, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

> **COUNTY** Charleston

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 3120200005

which currently has the address of 1501 Thin Pine Dr

[Street]

Johns Island SOUTH CAROLINA [City]

29455

("Property Address"):

[State] [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 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.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 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.

The Lender may, at its option, take lesser actions than those described in Section 9. 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 to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.
- 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

#### 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 acc Instrument and in any Rider executed by Borr	cepts and agr rower and re	ees to the terms and covenants corcorded with it.	ntained in this Security
	(Seal)		
DAVID VAZQUEZF	Borrower		
Signed, sealed and delivered in the presence of	of:		
Witness		Witness	

[Space E	Below This Line For Acknowledgment]
State of SOUTH CAROLINA	_
County of	<u> </u>
The foregoing instrument was acknown	wledged before me this
. DAVID VAZOUEZ	(date)
by DAVID VAZQUEZ	
	(names of person acknowledging)
	Signature of Person Taking Acknowledgment
	Title or Rank
(Seal or Stamp)	Serial Number, if any
State of _SOUTH CAROLINA	
County	<del></del>
I certify that	
Teering that	(name of subscribing witness)
personally appeared before me this day and or beneficiary of the transaction, signed the	certified to me under oath or by affirmation that he or she is not a grantee of foregoing document as a subscribing witness, and either witnessed
DAVID VAZQUEZ	
	ame of principal)
sign the foregoing document or  witnesse	DAVID VAZQUEZ
	(name of principal)
acknowledge his or her signature on the alre	eady-signed document.
D .	
Date:	(Signature of Notary)
	(Notary's Printed or Typed Name)
	Notary Public for South Carolina
(Official Seal)	My Commission Expires:
SOUTH CAROLINA HOME EQUITY LINE OF CREI	DIT MORTGAGE - MERS   ☆ DocMagic
SOUTH OAROLINA HOWLE EQUITE LINE OF GREE	ZII MORI OROL - MERO

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE - MERS © 2008 DOCMAGIC, INC. SCHESIM.HLC 01/07/21 Page 13 of 13

Loan Number: 1459287360

Date: May 22, 2025

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

A.P.N. #: 3120200005

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

Loan Number: 1459287360

#### ADVANCES RIDER TO SECURITY INSTRUMENT

THIS ADVANCES RIDER TO SECURITY INSTRUMENT is made this 22nd day of
lay, 2025 , and is incorporated into and amends and supplements the Mortgage,
ortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the
dersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note
BETTER MORTGAGE CORPORATION (the "Lender")
the same date and covering the Property described in the Security Instrument (the "Property"), which is cated at:
1501 Thin Pine Dr, Johns Island, South Carolina 29455
[Property Address]
In addition to the representations, warranties, covenants, and agreements made in the Security strument. Borrower and Lender further covenant and agree that the Section "Advances" of the Security

**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 is followed by a Hold Period, which may or may not be followed by a Repayment Period, as described in the Agreement. Additional advances are not available during both the Hold Period and the Repayment Period. During the Draw Period, the Hold Period and the Repayment Period, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Advances Rider to Security Instrument.

	(Seal)
DAVID VAZOUEZ	-Borrower

Instrument is deleted and is replaced by the following:

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

ADVANCES RIDER TO SECURITY INSTRUMENT (MULTISTATE) ARSI2.CST 05/23/23

MIN: 100529014592873609 Loan Number: 1459287360

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22nd day of May, 2025 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure repayment of a Home Equity Line of Credit Agreement (the "Agreement") to BETTER MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1501 Thin Pine Dr, Johns Island, South Carolina 29455 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

#### COVENANTS. CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

Gardens at Riverview Farms
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- **A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

HELOC SECURITY INSTRUMENT - PUD RIDER USHERDPU.HLC 10/04/19

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the Secured Debt, as provided in Section 11 of the Security Instrument.

- **C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the Secured Debt as provided in the Security Instrument.
- **E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional Secured Debt secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

	(Seal)
DAVID VAZOUEZ	-Borrower

Lender Loan No./Universal Loan Identifier 1459287360 / 549300XY701IELCE5Q08145928736071

Agency Case No. -

### **Uniform Residential Loan Application**

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

**Section 1: Borrower Information.** This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Information	
Name(First, Middle, Last, Suffix)  DAVID VAZQUEZ  Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)  DAVID VAZQUEZ	Social Security Number 132-72-6226 (or Individual Taxpayer Identification Number)  Date of Birth Citizenship (mm/dd/yyyy) & U.S. Citizen  11/15/1987 O Permanent Resident Alien
Type of Credit  I am applying for individual credit.  I am applying for joint credit. Total Number of Borrowers:  Each Borrower intends to apply for joint credit. Your initials:	O Non-Permanent Resident Alien  List Name(s) of Other Borrower(s) Applying for this Loan  (First, Middle, Last, Suffix)
Marital Status  O Married  Number — 0  O Separated  Unmarried*  * Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship	Contact Information           Home Phone         (914) 886-2586           Cell Phone         (914) 886-2586           Work Phone         Ext.           Email         davevazquez@gmail.com
Current Address Street1501 Thin Pine Dr CityJohns Island State S How Long at Current Address? 7Years4 Months Housing O No	
If at Current Address for LESS than 2 years, list Former Address  Street  City State Zip  How Long at Former Address? Years Months Housing O N	· · · · · · · · · · · · · · · · · · ·
Mailing Address - if different from Current Address Street City State Zip	✓ Does not apply Unit # ———————————————————————————————————

Effective Date 01/2021

rb. Current Employment/Self	Employment and Income		☐ Does not apply
	0: 14 1: 10 1 1:	(405)000 0400	ı
Employer or Business Name	Siemens Medical Solutions	Phone (425)392-9180	Gross Monthly Income
Street 40 Liberty Blvd		Unit #	
City <u>Malvern</u>	State PA Z	ip 19355 Country US	Overtime \$ /month
Position or Title APPSEPR7	'-Application Services	Check if this statement applies:	Bonus \$ ——/month
Start Date 03/16/2020	(mm/dd/yyyy)	I am employed by a family member,	Commissions \$/month
How long in this line of work?	years Months	property seller, real estate agent, or other party to the transaction.	Military
		party to the transaction	Entitlements \$/month
☐ Check if you are the Business	_ '	-	
Owner or Self-Employed	O I have an ownership sha	re of 25% or more. \$	TOTAL \$ 9,441.66 /month
c. IF APPLICABLE, Complete	Information for Additional Emp	ployment/Self Employment and Income	X Does not apply
d. IF APPLICABLE, Complete	Information for Previous Emplo	oyment/Self Employment and Income	☑ Does not apply
e. Income from Other Source	es		☑ Does not apply
NOTE: Reveal alimony, child squalification for this loan.  Section 2: Financial money and that you want concredit cards, alimony, or other as Assets - Bank Accounts, Finclude all accounts below.	I Information - Assets		out things you own that are worth
* Checking		* Bridge Loan Proceeds * Individual Development Account 401k, IRA)	* Trust Account * Cash Value of Life Insurance (used for the transaction)
Account Type - use list above	Financial Institution	Account Number	Cash or Market Value
		- 11 11	\$
		Provide TOTAL Amount Her	
2b. Other Assets You Have	<u> </u>		

Borrower Name: DAVID VAZQUEZ

Uniform Residential Loan Application Freddie Mac Form 65 Fannie Mae Form 1003

Effective Date 01/2021

2c. Liabilities - Cr	edit Cards, Oth	ner Debits, and Leas	es that Yo	ou Owe				Ε	Does not app	ly
List all liabilities belo	ow (except real e	estate) and include defe	erred paym	ents. Under Ad	count Type, c	hoos	se from the types liste	d h	nere:	
* Revolving (e.g., credi	t cards) * Inst	tallment (e.g., car, student,	personal loa	ns) * Open 30	)-Day (balance pa	id mo	nthly) * Lease (not r	eal	estate) * C	Other
Account Type-use labove	list Cor	mpany Name	Ace	count Number			aid Balance To be paid efore closing	d o	ff at Monthly	/ Payment
Revolving	JPN	MCB CARD	793	35		\$	1,197.00	Ī	\$	134.00
Revolving	GS	BANK USA	120	00		\$	2,851.00	I	\$	288.00
Installment	SYN	NOVUS BANK (GREENS	SKY) 030	006		\$	10,451.00	Ī	\$	296.00
Lease	BM	IW FIN SVC	400	)4376571		\$	12,592.00		\$	699.00
Revolving	AM	IEX	119	93		\$	6,130.00	Χ	\$	194.00
Revolving	BRO	CLYBANREP	084	43		\$	343.00		\$	30.00
Revolving	SY	NCB/LOW	183			\$	1,690.00		\$	69.00
Revolving	CIT		423			\$	398.00	L	\$	41.00
Revolving	SY	NCB/FLOOR	128	54		\$	4,372.00	L	\$	224.00
-								_	_	
2d. Other Liabilitie	es and Expense	es							Does not app	ly
		expenses below. C								
* Alimony* Child	Support * Sepa	arate Maintenance * Jo	b Related E	expenses * Othe	er				Monthly Payment	:
								_		
Section 3: F	Financial lı	nformation - F	Real Es	state. This s	section asks	you	to list all properties	y (	ou currently own	and what you
owe on them.				own any real						
3a. Property You	Own			f vou are refi	nancing, list	the	property you are re	fin	ancing FIRST.	
Sa. Property You	Own			,	<b>3</b> , 11				<u> </u>	
Address Street	1501 Thin F	Pine Dr					Ur	nit	#	
	Johns Island			State	SC	<i>7</i> i			ntry USA	
		1,1,10		T T					•	
	Status: Sold,	Intended Occup Investment, Pri		Association I	ırance, Taxes, Dues. etc.		For 2-4 Unit Primary	/ 01	r Investment Prope	erty
	Pending Sale		•		ed in Monthly		Monthly Rental		For LENDER to	Calculate:
Property Value	or Retained	Home, Other		Mortgage Pa	yment		Income		Net Monthly Re	ntal Income
614,260.00	Retained	Primary Reside	ence	\$ 462.20	1		\$		\$	
Nortgage Loans or	this Property	☐ Does not apply	′							
			Mont	hlv	1			T-	Type: FHA, VA,	
		Account	Morte	•	Unpaid	To	be paid off at or		Conventional,	Credit Limit:
Creditor Name		Number	Paym		Balance		before closing		JSDA-RD, Other	(if applicable)
TRUISTMRTG		9423004719294	\$ 1,2	283.34	\$ 295,7	43.	98 🗌			\$
_		•	L.						_	•
3b. IF APPLICABL	E, Complete In	formation for Addit	ional Prop	erty					Does not app	ly
Section 4: I	oan and I	Property Info	rmatio	n This section	n asks ahou	t the	loan's nurnose an	d f	he property you	want to
purchase or ref		i roporty iiii o		1110 000110	ni doko dood		o louir o purpose un	u i	ine property year	want to
								_		
4a. Loan and Prop	perty Information	on						_		
Loan Amount \$ _	100,000.00		Loar	Purpose	O Purcha	ise	O Refinance O	0	ther HELOC	
Property Address	Street 1	501 Thin Pine Dr								
Unit :		City _ Johns Is	sland				State <u>S</u> C	•	Zip <u>2945</u>	5
_	ty <u>Charlestor</u>	_		_	Units1_		_ Property Value	\$_	614,260.00	
Occupancy & Pr	imary Residenc	ce O Second Hom	ne	O Inves	stment Prope	erty				
Borrower Name:	DAVID \/ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	)LIF7						_		
DOITOWEI INAIIIE.	DU AID AUT	,ULL								

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your own business?(e.	f you will occupy the property, wil g., daycare facility, medical office	e, beauty/barber shop)		⊗ NO O YES
2. Manufactured Home.	ls the property a manufactured ho	ome?(e.g., a factory built c	lwelling built on a permanent chass	is) 🛛 NO O YES
4b. Other New Mortgage	Loans on the Property You are Bu	lying or Refinancing	X Doe	s not apply
4c. Rental Income on the	Property You Want to Purchase	For Purchase Only	∑ Doe.	s not apply
4d. Gifts or Grants You H	lave Been Given or Will Receive fo	or this Loan	⊠ <i>Doe</i> .	s not apply
	ts below. Under Source, choose f			
<ul><li>Community Nonprofit</li><li>Employer</li></ul>	3 - 1,	<ul><li>* Relative</li><li>* Religious Nonprofit</li></ul>	3,	∟ender Other

Borrower Name: DAVID VAZQUEZ

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Section 5: Declarations. This section asks you specific questions about the property, your funding, and your past financial history.				
5a. <i>I</i>	About this Property and Your Money for this Loan			
A.	Will you occupy the property as your primary residence?  If YES, have you had an ownership interest in another property in the last three years?  If YES, complete (1) and (2) below:  (1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?  (2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	O NO O YES		
В.	If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	O NO O YES		
C.	Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?  If YES, what is the amount of this money?	⊗ NO O YES		
D.	<ol> <li>Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?</li> <li>Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?</li> </ol>	⊗ NO O YES		
E.	Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?	⊗ NO O YES		

#### 5b. About Your Finances Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application? **⊗** NO **O** YES G. Are there any outstanding judgments against you? **⊗** NO **O** YES H. Are you currently delinquent or in default on a Federal debt? **⊗** NO **O** YES I. Are you a party to a lawsuit in which you potentially have any personal financial liability? **⊗** NO **O** YES J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years? **⊗** NO **O** YES Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a **⊗** NO **O** YES third party and the Lender agreed to accept less than the outstanding mortgage balance due? Have you had property foreclosed upon in the last 7 years? ⊗ NO O YES

If YES, identify the type(s) of bankruptcy: 
Chapter 7 Chapter 11 Chapter 12 Chapter 13

Borrower Name: DAVID VAZQUEZ

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Have you declared bankruptcy within the past 7 years?

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☆ DocMagic

**⊗** NO **O** YES

## Section 6: Acknowledgments and Agreements. This section tells you about your legal obligations when you sign this application.

#### **Acknowledgments and Agreements**

#### **Definitions:**

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

## I agree to, acknowledge, and represent the following: (1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
  - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
  - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 et seq.).

#### (2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

#### (3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

#### (4) Electronic Records and Signatures

The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
  - (a) electronic signature; or
  - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.
- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

#### (5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

#### (6) Authorization for Use and Sharing of Information

By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the Loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:

- (a) process and underwrite my loan;
- (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
- (c) inform credit and investment decisions by the Lender and Other Loan Participants;
- (d) perform audit, quality control, and legal compliance analysis and reviews;
- (e) perform analysis and modeling for risk assessments;
- (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me;
- (g) other actions permissible under applicable law.

Borrower Signature	Date (mm/dd/yyyy)
Additional Borrower Signature	Date (mm/dd/yyyy)

Borrower Name: DAVID VAZQUEZ

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Section 7: Military Service. This section asks quest	ions about your (or your deceased spouse's) military service.
Military Service of Borrower	
If YES, check all that apply:   Currently serving on active duty  Currently retired, discharged, or	e you currently serving, in the United States Armed Forces?   NO O YES  with projected expiration date of service/tour
Section 8: Demographic Information. This sect	ion asks about your ethnicity, sex, and race.
Demographic Information of Borrower	
and neighborhoods are being fulfilled. For residential mortgage lend information (ethnicity, sex, and race) in order to monitor our compl disclosure laws. You are not required to provide this information, be "Ethnicity" and one or more designations for "Race." <b>The law prov</b> whether you choose to provide it. However, if you choose not to pederal regulations require us to note your ethnicity, sex, and race we may not discriminate on the basis of age or marital status info	all applicants are treated fairly and that the housing needs of communities ding, Federal law requires that we ask applicants for their demographic liance with equal credit opportunity, fair housing, and home mortgage ut are encouraged to do so. You may select one or more designations for rides that we may not discriminate on the basis of this information, or on rovide the information and you have made this application in person, on the basis of visual observation or surname. The law also provides that rmation you provide in this application.  gins and one or more designations for Race. If you do not wish to provide
Ethnicity	Race
X Hispanic or Latino	American Indian or Alaska Native - Enter name of enrolled
☐ Mexican ☒ Puerto Rican ☐ Cuban	or principal tribe:
Other Hispanic or Latino - Enter origin.	Asian
Other inspants of Latino	Asian Indian Chinese Filipino
Examples: Argentinean, Colombian, Dominican,	☐ Japanese ☐ Korean ☐ Vietnamese
	Other Asian - Enter race:
Nicaraguan, Salvadoran, Spaniard, etc.	Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.
•	Black or African American
Not Hispanic or Latino	
I do not wish to provide this information	☐ Native Hawaiian or Other Pacific Islander
0	☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
Sex	Other Pacific Islander - Enter race:
☐ Female	
X Male	Examples: Fijian, Tongan, etc.
☐ I do not wish to provide this information	White
	I do not wish to provide this information
To Be Completed by Financial Institution (for application taken in	person):
Was the ethnicity of the Borrower collected on the basis of visual	observation or surname? O NO O YES
Was the sex of the Borrower collected on the basis of visual obse	ervation or surname? O NO O YES
Was the race of the Borrower collected on the basis of visual obse	2 2
The Demographic Information was provided through:	
Face-to-Face Interview (includes Electronic Media w/Video Com	ponent)
	. ,

Borrower Name: DAVID VAZQUEZ

Uniform Residential Loan Application Freddie Mac Form 65 Fannie Mae Form 1003

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#### Loan Originator Information Loan Originator Organization Name Better Mortgage Corporation Address 1 World Trade Center, 80th Floor, New York, New York 10007 State License ID # MLS330511 Loan Originator Organization NMLSR ID # 330511 Loan Originator Name Katharine Danielle Vance Loan Originator NMLSR ID # 1940997 State License ID # MLO 1940997 Phone (704) 270-3962 Email katherinet@better.com Katharine Danielle Vance

Date (mm/dd/yyyy) 05/22/2025

Section 9: Loan Originator Information. To be completed by your Loan Originator.

Borrower Name: DAVID VAZQUEZ

Signature

Uniform Residential Loan Application Freddie Mac Form 65 Fannie Mae Form 1003 Effective Date 01/2021

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To be completed by the <b>Lender</b> :			
Lender Loan No/Universal Loan Identifier	1459287360 / 549300XY701IELCE5Q08145928736071	Agency Case No	

#### Uniform Residential Loan Application - Unmarried Addendum

For Borrower Selecting the Unmarried Status

#### Lenders Instructions for Using the Unmarried Addendum

The Lender may use the Unmarried Addendum only when a Borrower selected "Unmarried" in Section 1 and the information collected is necessary to determine how State property laws directly or indirectly affecting creditworthiness apply, including ensuring clear title.

For example, the Lender may use the Unmarried Addendum when the Borrower resides in a State that recognizes civil unions, domestic partnerships, or registered reciprocal beneficiary relationships or when the "property is located in such a State." State means any state, the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.

lf yo	u selected "Unm	narried" in Section 1, is the	ere a person who is not your legal spouse but who c	urrently has real property rights similar to
those	e of a legal spou	se? Ø NO O YES		
	civil union, dom	•	and the State in which the relationship was formed.  de reciprocal beneficiary relationship, or other relations is located.	
	O Civil Union	O Domestic Partnership	O Registered Reciprocal Beneficiary Relationship	O Other (explain)
	State:			

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Borrower Name: DAVID VAZQUEZ

Uniform Residential Loan Application - Unmarried Addendum Freddie Mac Form 65 ■ Fannie Mae Form 1003

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Agency Case No. -

#### Uniform Residential Loan Application - Lender Loan Information

This section is completed by your Lender.

L1. Property and Loan Information		
Community Property State  At least one borrower lives in a community property state.  The property is in a community property state.  Transaction Detail  Conversion of Contract for Deed or Land Contract  Renovation  Construction-Conversion/Construction-to-Permanent  O Single-Closing  Construction/Improvement Costs  Lot Acquired Date  (mm/dd/yyyy)  Original Cost of Lot \$  Project Type  Condominium  Cooperative  X Planned	O No Cash Out O Limited Cash Out O Cash Out  Energy Improvement Mortgage loan will finance e Property is currently subject first mortgage lien, such as taxes (e.g., the Property Ass	to a lien that could take priority over the a clean energy lien paid through property sessed Clean Energy program).
L2. Title Information  Title to the Property Will be Held in What Name(s):  DAVID VAZQUEZ	For Refinance: Title to the Prope	rty is Currently Held in What Name(s):
Estate Will be Held in  © Fee Simple O Leasehold Expiration Date	Trust Information O Title Will be Held by an Inter O Title Will be Held by a Land Indian Country Land Tenure O Fee Simple On a Reservation O Individual Trust Land (Allotted O Tribal Trust Land On a Reservation O Tribal Trust Land Off Reservation O Alaska Native Corporation Land	Trust  d/Restricted) vation ation
L3. Mortgage Loan Information		
Mortgage Type Applied For O Conventional O USDA-RD O FHA O VA & Other: EquityLine	Terms of Loan  Note Rate 8.000 %  Loan Term 360 (months)	
Amortization Type  O Fixed Rate  Other (explain): HELOC  O Adjustable Rate  If Adjustable Rate:  Initial Period Prior to First Adjustment (months)  Subsequent Adjustment Period (months)  Loan Features  Balloon/Balloon Term (months)  Interest Only/Interest Only Term (months)  Negative Amortization  Prepayment Penalty/Prepayment Penalty Term (months)  Temporary Interest Rate Buydown/Initial Buydown Rate%  Other (explain):	Proposed Monthly Payment for First Mortgage (P & I) Subordinate Lien(s) (P & I) Homeowner's Insurance Supplemental Property Insurance Property Taxes Mortgage Insurance Association/Project Dues (Condo, Other TOTAL	\$

Borrower Name(s): DAVID VAZQUEZ
Uniform Residential Loan Application - Lender Loan Information
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#### L4. Qualifying the Borrower - Minimum Required Funds or Cash Back

DU	E FROM BORROWER(S)	5	
A.	Sales Contract Price	\$	0.00
В.	Improvements, Renovations, and Repairs	\$	0.00
C.	Land (if acquired separately)	\$	0.00
D.	For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction (See Table 3a. Property You Own)	\$	0.00
E.	Credit Cards and Other Debts Paid Off (See Table 2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe)	\$	6,130.00
F.	Borrower Closing Costs (including Prepaid and Initial Escrow Payments)	\$	1,313.00
G.	Discount Points	\$	1,625.00
Н.	TOTAL DUE FROM BORROWER(s) (Total of A thru G)	\$	9,068.00
то	TAL MORTGAGE LOANS	_	
I.	Loan Amount Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$ 100,000.00  Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$ 0.00	\$	100,000.00
J.	Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing (See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)	\$	0.00
K.	TOTAL MORTGAGE LOANS (Total of I and J)	\$	100,000.00
то	TAL CREDITS	-	
L.	Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)	\$	0.00
М.	Other Credits (Enter the sum of all other credits - Borrower Paid Fees, Earnest Money, Employer Assisted Housing, Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other)	\$	
N.	TOTAL CREDITS (Total of L and M)	\$	0.00
CA	LCULATION		
ТО	TAL DUE FROM BORROWER(s) (Line H)	\$	9,068.00
LE	SS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)	- \$	100,000.00
NC	sh From/To the Borrower <i>(Line H minus Line K and Line N)</i> TE: This amount does not include reserves or other funds that may be required by the Lender be verified.	\$	-90,932.00

Borrower Name(s): DAVID VAZQUEZ
Uniform Residential Loan Application - Lender Loan Information
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Loan Number: 1459287360

## NOTICE CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCY

Lender: BETTER MORTGAGE CORPORATION (NMLS # 330511)

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

## 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.

By signing below, the undersigned hereby acknowledge(s) receipt of a copy of this disclosure.		
Borrower DAVID VAZQUEZ	Date	

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

NOTICE CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCY FCRA § 623(a)(7); 15 U.S.C. 1681s-2(a)(7); 12 CFR 1022 Appendix B Model Notice B-1 NCFNI.MSC 10/24/19

## \*\*NOTARY ATTENTION REQUIRED\*\*



## SIGNATURE AFFIDAVIT AND AKA STATEMENT

# THE BORROWER MUST SIGN OR ACKNOWLEDGE ALL NAME VARIATIONS INCLUDING THE SAMPLE AT THE TOP OF THE PAGE. BORROWER MUST SIGN OR WRITE IN NA

Failure to do so will cause a delay in funding!

SIGNATURE AFFIDA	AVIT AND AKA STATEMENT
SIGN	ATURE AFFIDAVIT
I, JOHN DOE certify that this is my true and correct signature:	,
JOHN DOE Borrower	John Dee Sample Signature
I, JOHN DOE further certify that I am also known as:	KA STATEMENT
JOHN C DOE Name Variation (Print)	
JOHN CHARLES DOE Name Variation (Print)	John Charles Dee  Sample Signature (Variation)
JON DOE Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)

\*\*NOTARY ATTENTION REQUIRED\*\*

Loan Number: 1459287360

## SIGNATURE AFFIDAVIT AND AKA STATEMENT

#### SIGNATURE AFFIDAVIT

I, DAVID VAZQUEZ	,
certify that this is my true and correct signature:	
DAVID VAZQUEZ	
Borrower	Sample Signature
Al	KA STATEMENT
I, DAVID VAZQUEZ	
further certify that I am also known as:	,
Turtier certify that I am also known as.	
DAVID VAZQUEZ	
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
N. W. C. (D.)	
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Comple Cionetture (Variation)
Name variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
- minor (1 mily)	Sample Signature ( , antaron)
Name Variation (Print)	Sample Signature (Variation)
Mortgage Lender/Servicer: BETTER MORTGAGE ( SIGNATURE AFFIDAVIT AND AKA STATEMENT	CORPORATION NMLS # 330511  ☆ DocMagic
SIGNATURE AFFIDAVIT AND ARA STATEMENT	₩ DOCMagic

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AKA.LSR 01/21/20

State of SOUTH CAROLINA		
County of		
Sworn/Affirmed to and subscribed before	e me on this day of	, by
DAVID VAZQUEZ		
☐ Personally known; or ☐ Produced identification		
Type of identification produced:		
	Signature of Notary	
		, Notary Public
	Printed Name of Notary	
	My commission expires:	
(Seal or Stamp, if used)		

SIGNATURE AFFIDAVIT AND AKA STATEMENT AKA.LSR 01/21/20

## CORRECTION AGREEMENT LIMITED POWER OF ATTORNEY

On May 22, 2025 closing and funding of their mortgage loan		wer(s), for and in consideration of the approval, ), hereby grant
as settlement agent and/or BETTER MOR	TGAGE CORPORATION	1
in any or all of the closing documentation re-	equired to be executed by	al all typographical or clerical errors discovered the undersigned at settlement. In the event this fied and receive a copy of the document initialed
	SE THE TERM OF THE PRINCIPAL BALANCE	TO INCREASE THE INTEREST RATE THE UNDERSIGNED'S LOAN, INCREASE THE OR INCREASE THE UNDERSIGNED'S
Any of these specified changes must be exe	ecuted directly by the und	dersigned.
IN WITNESS WHEREOF, the undersigned above referenced.	d have executed this Limit	ed Power of Attorney as of the date and year first
Borrower DAVID VAZQUEZ	Date	
DITTE TIEQUEE	<del></del>	

State of	SOUTH CAROLINA	_)
County of		) ss. _)
The for	regoing instrument was ac	nowledged before me by DAVID VAZQUEZ
this da	ay of	·
I certify and official Seal		RJURY that the foregoing paragraph is true and correct. Witness my hand
		Notary Public
		Print or Type Name
	(Seal)	My commission expires:

## **COMPLIANCE AGREEMENT**

Loan Number: 1459287360

Seller(s): N/A
Lender: BETTER MORTGAGE CORPORATION (NMLS # 330511)
Borrower(s): DAVID VAZQUEZ
Property Address: 1501 Thin Pine Dr, Johns Island, South Carolina 29455
The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to, an investor, Fannie Mae, Freddie Mac, Federal Housing Administration, the Department of Veterans Affairs or any municipal bonding authority.
The undersigned borrower(s) agree(s) to comply with all above noted requests by Lender or Closing Agent for Lender within 30 days from the date of mailing said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses, for failing to comply with correction requests in such 30 day time period.
The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender or its interest in and to said loan documentation.
Dated effective May 22, 2025.
DAVID VAZQUEZ
Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511
COMPLIANCE AGREEMENT COMP.LSR 12/03/20   ★ DocMagic
Page 1 of 2

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State of SOUTH CAROLINA		
County of		
Sworn/Affirmed to and subscribed before m	ne on this day of	, by
DAVID VAZQUEZ		
☐ Personally known; or ☐ Produced identification		
Type of identification produced:		
	Signature of Notary	
	Printed Name of Notary	, Notary Public
	My commission expires:	
(Seal or Stamp, if used)	wiy commission capites.	

Loan Number: 1459287360

# **OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT**

STATE OF SOUTH CAROLINA )
COUNTY OF ) ss:
BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared DAVID VAZQUEZ
who upon being duly sworn on oath, certified as follows:
1. <b>Material Inducement:</b> Borrower understands and agrees that the statements contained herein are given as a material inducement to BETTER MORTGAGE CORPORATION  (the "Lender"), and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 1501 Thin Pine Dr, Johns Island, South Carolina 29455
(the "Property").
2. Occupancy: [check one box only]
Principal Residence. Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.
Second Home. Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Restricted to a one-unit dwelling.
<b>Investment.</b> The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.
3. <b>Financial Status:</b> Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not
Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT OFSA8.CST 06/05/19

Page 1 of 2

received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

-	False, Misleading or Inaccurate Statement the Security Instrument if, during the application of Borrower or with Borrower's known or statements to Lender (or failed to provide but not limited to, representations concerning Borrower understands further that any intense made in connection with, the Loan Applicate limited to, fine or imprisonment or both und liability for monetary damages to the Lender suffer any loss due to reliance upon any misre Application.	ation process for wledge or conser- Lender with man ng Borrower's oc- tional or neglige- ion may result it er the provisions to its agents, successions	the Loan, Borr nt gave materiall aterial informati- ccupancy of the ent misrepresent in severe civil at s of Title 18, Un cessors and assign	ower or any perso y false, misleading on) in connection e Property and Bo ation(s) of the int nd/or criminal penited States Code, gns, insurers and	ons or entities acting g or inaccurate infor- with the Loan, includerrower's financial formation contained nalties, including, I Section 1001, et se any other person wh	g at the mation uding status in, o but no eq. and
	Borrower DAVID VAZQUEZ	Date				
	Subscribed and sworn to before me this	day of			•	
					(Notary 1	Public
	(Notary Seal)					

Loan Number: 1459287360

# **EMPLOYMENT AFFIDAVIT**

I acknowledge that the lender is making this loan date no change in my employer or income as of the date I I continue to remain with my employer disclosed on my no current knowledge that my employment or incominformation provided is accurate and complete to the be each person should sign below to independently confin	enter into this agreement y most recently signed uni- ome will be discontinued est of my knowledge. For t	form loan application form and I haved or interrupted. I declare that the
Borrower DAVID VAZQUEZ		
Co-applicant/Co-signor/Co-borrower (if applicable)		
Co-applicant/Co-signor 3 (if applicable)		

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

# \*NOTARY ATTENTION REQUIRED\*\*



# USA PATRIOT ACT CUSTOMER IDENTIFICATION VERIFICATION THIS DOCUMENT MUST INCLUDE TWO VALID FORMS OF IDENTIFICATION

Failure to do so will cause a delay in funding!

Identifying Documents	Place of Issuance	ID Number	Date of Birth	Issue/Expiration Date(s)	Photo?
State/Foreign Driver's License					Yes No
State/Foreign ID Card					Yes No
U.S./Foreign Passport					Yes No
☐ Military ID	<b>- Y</b>	an	nn		Yes No
Resident Alien Card		all			Yes No
Social Security Card					
Birth Certificate					
Other:					Yes No
Other:					Yes No

\*\*NOTARY ATTENTION REQUIRED\*\*

Loan Number: 1459287360

Lender: BETTER MORTGAGE CORPORATION (NMLS # 330511)

# USA PATRIOT ACT CUSTOMER IDENTIFICATION VERIFICATION IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### INSTRUCTIONS TO INDIVIDUAL COMPLETING THIS VERIFICATION

The named individual must present at least two (2) forms of identifying documents for review; at least one (1) of the identifying documents must be an unexpired government-issued document bearing a photograph of the named individual. Other identifying documents not specifically listed below must, at a minimum, bear the individual's name. Examples of other acceptable identifying documents include:

Current government-issued visa; Medicare card; student identification card; voter registration card; recent property tax or utility bill; most recent W-2 or signed federal or state tax returns; bank statements; and proof of car/house/renter's insurance coverage. Please contact the above-named Lender if you have any questions regarding the acceptability of any identifying document.

Borrower's Name: DAVID VAZQU Residential or Business Addre  Faxpayer Identification Number (SSN	ss:* 1501 Thin Pin Johns Island,	ne Dr South Carolina 29455	Date of Birth: No	vember 15, 1987	
Identifying Documents	Place of Issuance	ID Number	Date of Birth	Issue/Expiration Date(s)	Photo?
State/Foreign Driver's License					Yes No
State/Foreign ID Card					Yes No
U.S./Foreign Passport					Yes No
☐ Military ID					Yes No
Resident Alien Card					Yes No
Social Security Card					
☐ Birth Certificate					
Other:					☐ Yes ☐ No
Other:					Yes No

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

CUSTOMER IDENTIFICATION VERIFICATION 31 CFR 1020.220 CIV.MSC 09/30/14

<sup>\*</sup>For an individual without a residential or business address, provide an APO or FPO box number, or the residential or business address of next of kin or another contact person.

<sup>\*\*</sup>For non-U.S. persons without a tax identification number, provide a passport number and country of issuance; an alien identification card number, or the number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

ADDITIONAL COMMENTS								
(e.g., please note any discrepancies in the borrower's ident	ifying documents):							
<b>CERTIFICATION</b> I, the undersigned, hereby certify that: (i) I have personally examined the identifying documents indicated above presented to me be the named individual, (ii) I have accurately recorded the information appearing in the identifying documents I examined, and (iii) excess may be indicated above, each of the indicated identifying documents appears to be genuine, the information contained in the identifying documents is consistent in all respects with the information provided by the named individual, and, where applicable, the photograph appears to be that of the named individual.								
	Signature	Date						
	C							
	Name and Title							

# **NOTICE OF SERVICING TRANSFER**

NOTICE OF SERVICING TRANSFER NST36.CST 03/27/25	<b>☆</b> DocMagic
Mortgage Lender/Servicer: BETTER MORTGAGE COR	RPORATION NMLS # 330511
SHELLPOINT MORTGAGE SERVICING Name of New Servicer	Date
Name of Present Servicer	Date
BETTER MORTGAGE CORPORATION	
	ing the effective date of the transfer of the loan servicing, a its due date may not be treated by the new servicer as late,
1 WORLD TRADE CENTER, 80TH FLOOR, NEW YORK, NEW YORK 10007	CITY OF INDUSTRY, CA 91716
BETTER MORTGAGE CORPORATION 415-5238	SHELLPOINT MORTGAGE SERVICING P.O. BOX 60535
Current Servicer:	New Servicer:
If you have any questions for either your present services	er or new servicer their contact information is below:
SEND ALL PAYMENTS DUE ON OR AFTER July 1, SERVICING AT THE ADDRESS BELOW:	, 2025 TO SHELLPOINT MORTGAGE
	your payments going forward. Your new servicer will start ess days of your loan funding. You will not be able to make fer has been completed.
	ecting your mortgage loan payments from you. Nothing else
The servicing of your mortgage loan is being transfe	erred effective July 1 2025
Property Address: 1501 Thin Pine Dr Johns Island, South Carolina 29455	
Borrower(s): DAVID VAZQUEZ	
Lender: BETTER MORTGAGE CORPORATION	
Date: May 22, 2025	
Loan Number: 1459287360	

Generated at: 05/20/2025 21:26 UTC

#### **TEMPORARY COUPON**

Name: DAVID VAZQUEZ

Loan Number: 1031519040

Property Address: 1501 Thin Pine Dr
Johns Island, South Carolina 29455

Amount of Regular Payment: \$679.45

Allocation of Additional Funds:

Late Fees: \$

Escrow: \$

Principal: \$

Total Amount of Check: \$\$679.45

Send payment to: SHELLPOINT MORTGAGE SERVICING
P.O. BOX 60535
CITY OF INDUSTRY, CALIFORNIA 91716

Please return with your payment. www.tmscustomer.com

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

TEMPORARY COUPON TC4.CST 12/13/21

Loan Number: 1459287360

OMB Approval No. 2502-0584

Expires 11/30/2024

Servicemembers Civil Relief Act Notice Disclosure U.S. Department of Housing and Urban Development Office of Housing

#### **Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

#### Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied
  in the prosecution of a war or military action.

#### What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

#### How Does A Servicemember or Dependent Request Relief Under the SCRA?

In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders. [Note: Lender should place its name, address, and contact information here.]

BETTER MORTGAGE CORPORATION 128 S. TRYON STREET SUITE 880 CHARLOTTE, NC 28202

There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

Loan Number: 1459287360

#### **How Does a Servicemember or Dependent Obtain Information About the SCRA?**

Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <a href="https://legalassistance.law.af.mil/">https://legalassistance.law.af.mil/</a>

"Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to <a href="www.militaryonesource.mil/legal">www.militaryonesource.mil/legal</a> or call (800) 342-9647 (toll-free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

SERVICEMEMBERS CIVIL RELIEF ACT NOTICE DISCLOSURE FORM HUD-92070 (6/2017) Page 2 of 2

Loan Number: 1459287360

#### ANTI-MONEY LAUNDERING AND BANK SECRECY ACT COMPLIANCE

On February 14, 2012, the United States Department of Treasury Financial Crimes Enforcement Network (FinCEN), issues a final rule (31 CFR Parts 1010 and 1029 Anti-Money Laundering Program and Suspicious Filing Report Filing Requirements for Residential Mortgage Lenders and Originators) requiring non-bank residential mortgage lenders, mortgage loan brokers, and originators to establish an Anti-Money Laundering (AML) program and file Suspicious Activity Reports (SARs) under the Bank Secrecy Act (BSA). Compliance with the new rule is required as of August 13, 2012.

FinCEN defines non-bank residential mortgage lenders and originators as loan or finance companies and mortgage loan brokers for the purpose of requiring them to establish AML programs and report suspicious activity under the BSA.

Accordingly, each broker or correspondent must certify that an AML program that complies with the FinCEN rule identified herein is in place or will be in place no later than August 13, 2012 immediately upon receipt of this notice.

This properly executed form must be returned to BETTER MORTGAGE CORPORATION

to remain an active broker or correspondent.

BETTER MORTGAGE CORPORATION

and return to:

Please complete the below certification by BETTER MORTGAGE CORPORATION 128 S. TRYON STREET SUITE 880 CHARLOTTE, NC 82802

The undersigned certifies that the undersigned mortgage loan broker or correspondent lender has established an Anti-Money Laundering program that complies with 31 CFR Parts 1010 and 1029 or that the undersigned mortgage loan broker or correspondent lender is in the process of implementing such a program and will be in compliance with the regulation not later than August 13, 2012.

reserves the right to request evidence of compliance. The undersigned mortgage loan broker or correspondent lender

agrees to provide evidence of compliance, if requested.	
Executive Officer Signature	Date
Printed Name	Title
RETTER MORTGAGE CORPORATION	

1 WORLD TRADE CENTER, 80TH FLOOR, NEW YORK, NEW YORK 10007

Company Address

Company Name

ANTI-MONEY LAUNDERING AND BANK SECRECY ACT COMPLIANCE AMLBSAC.MSC 08/15/12

#### BORROWER'S CERTIFICATION, AUTHORIZATION AND CONSENT

Loan Number: 1459287360

Date: May 22, 2025

Provided By: BETTER MORTGAGE CORPORATION

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr, Johns Island, South Carolina 29455

#### CERTIFICATION

The undersigned certify the following:

I have applied for a mortgage loan. In applying for the loan, I completed a loan application containing information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I certify that all of the information is true and complete. I made no misrepresentations in the loan application or other documents, nor did I omit any pertinent information.

I understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application.

I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

#### **AUTHORIZATION TO RELEASE INFORMATION**

As part of our mortgage loan application process, Lender and Other Loan Participants, may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

I authorize third parties to provide to Lender and Other Loan Participants, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.

I further authorize Lender to order a consumer credit report and verify other credit information.

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

BORROWER'S CERTIFICATION, AUTHORIZATION AND CONSENT BCAC.MSC 04/10/24 Page 1 of 2

#### BORROWER CONSENT TO THE USE OF TAX RETURN INFORMATION

I understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of:

- (i) providing an offer;
- (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; or
- (iii) as otherwise permitted by applicable laws, including state and federal privacy and data security laws.; or
- (iv) marketing

The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' 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 and any of aforementioned parties' successors and assigns.

Borrower DAVID VAZQUEZ	Date	Borrower	Date

#### HAZARD INSURANCE AUTHORIZATION AND REQUIREMENTS

Loan Number: 1459287360

Date: May 22, 2025

Escrow Number: 3517340

Escrow Company: Mortgage Connect, LP

Provided By: BETTER MORTGAGE CORPORATION (NMLS # 330511)

Borrower's Name(s): DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

Listed below are Lender's policies and procedures, and minimum requirements, for the Hazard Insurance which must be provided covering the subject property.

- 1. Coverage must equal the lesser of the following:
  - 100% of the insurable value of the improvements, as established by the property insurer, or
  - the unpaid principal balance of the mortgage, as long as it at least equals the minimum amount 80% of the insurable value of the improvements required to compensate for damage or loss on a replacement cost basis. If it does not, then coverage that does provide the minimum required amount must be obtained.
- 2. The insurance company providing coverage must have an "A" rating or better in the latest edition of "Best's Insurance Guide," must be licensed to do business in the State in which the property is located, and must be licensed to transact the lines of insurance required in this transaction.
- 3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties with over four units, with no deviation. Homeowners policies must provide coverage equal to "HO2" form.
- 4. Policies must contain deductibles on any peril. Deductibles may not exceed five percent of the face amount of the insurance policy.
- 5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable unless otherwise required by applicable law.
- 6. If any existing policy is provided which will expire within 6 Months from the date of the recording of this loan, said policy must be renewed for the required term as noted in paragraph 5 above.
- 7. All forms and endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of policy.
- 8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) has/have changed Insurance Agents.

Page 1 of 2

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

- 9. Verification of renewal of insurance policies must be in Lender's office at least thirty days prior to the expiration date of the policy. If this requirement is not met, LENDER AND ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT THE OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED. The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.
- 10. Lender's loss Payable Endorsement 438 BFU to be affixed to policy in favor of:

Servbank ISAOA/ATIMA P.O. Box 2828 Daytona Beach, FL 32120-2828

Loan Number: 1459287360

- 11. The property address and the insured's names must be designated on the policy exactly as on the ALTA Title Policy or CLTA Title Policy (whichever is issued).
- 12. The Lender's loan number must appear on the policy and on any subsequent endorsements.
- 13. The effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording of this loan.
- 14. Please notify your agent to forward future premium notices directly to you.
- 15. If the security property is a condominium, the Master Policy must contain a minimum of \$1,000,000.00 coverage for "Directors & Officers" liability. A copy of the Master Policy, or a certificate showing proof of coverage for both the Homeowners Association and the condominium unit owner, must be submitted to Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS, MUST BE FORWARDED TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED; OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and or any assignees, for as long as this loan remains on the subject property.

Borrower DAVID VAZQUEZ	Date

Form **4506-C** (October 2022)

#### Department of the Treasury - Internal Revenue Service

OMB Number 1545-1872

# **IVES Request for Transcript of Tax Return**

Do not sign this form unless all applicable lines have been completed. Request may be rejected if the form is incomplete or illegible.

For more information about Form 4506-C, visit www.irs.gov and search IVES.

1a. Current name				2a. Spouse's current name (if joint return and transcripts are requested for both taxpayers)						
i. First name  DAVID  ii. Middle initial  VAZQUEZ				i. Spouse	's first r	name	ii. Middle initial	iii. Spouse's last name		
, , ,				2b. Spouse's taxpayer identification number (if joint return and transcripts are requested for both taxpayers)						
	2-6226									
		on the last return fi				<u> </u>		evious name show		rn filed if different from line 2a
i. First nan	ne	ii. Middle initial	iii. Last name			i. First na	me		ii. Middle initial	iii. Last name
		ing apt., room, or si		tate, and ZIP c	ode (see instrud	ctions)				
a. Street a	ddress <i>(includin</i> e Thin Pine	g apt., room, or sui <b>Dr</b>	te no.)			b. City Johns	s Isla	and	c. State SC	d. ZIP code 29455
		on the last return		from line 3 (se	e instructions)	1				
a. Street a	ddress (includin	g apt., room, or sui	te no.)			<b>b</b> . City			c. State	d. ZIP code
		, ID number, SOR i	mailbox ID, and	d address		l				<u> </u>
NCS	rticipant name TRV Proc					·	articipa	ant ID number	iii. SOR mailbox	
P.O. B	OX 1089	ng apt., room, or su	ite no.)			v. City HAMI	MON	ITON	vi. State NJ	vii. ZIP code 08037
<b>5b</b> . Custor	mer file number (	(if applicable) (see	instructions)			<b>5c</b> . Uniqu	ie identi	ifier (if applicable)	) (see instructions	s)
	•	e number, and add	ess (this field o	cannot be blanl	k or not applical	ble (NA))				
	R MORT	GAGE COR		ON						ii. Telephone number (415) 523-8837
		ng apt., room, or su DE CENTER		FLOOR		iv. City NEW	YOF	RK	v. State NY	vi. ZIP code 10007
Caution:	This tax transcrip	ot is being sent to th	ne third party er	ntered on Line	5a and/or 5d. E	nsure that	lines 5 t	through 8 are con	npleted before sig	ning. (see instructions)
6. Transcri transcri 1040	ots	Enter the tax form i	number here (1	040, 1065, 112	20, etc.) and che	eck the app	ropriate	e box below. Ente	r only one tax for	m number per request for line 6
a. Return Transcript . C. Record of Account . X										
7. Wage a	7. Wage and Income transcript (W-2, 1098-E, 1099-G, etc.)									
a. Enter a	a. Enter a max of three form numbers here; if no entry is made, all forms will be sent.									
<b>b</b> . Mark the	e checkbox for ta	axpayer(s) requesti	ng the wage ar Line 2a	nd income trans	scripts. If no box	x is checke	d, trans	scripts will be prov	rided for all listed	taxpayers
8. Year or	period requested	d. Enter the ending	date of the tax	year or period	using the mm o	dd yyyy fori	nat (se	e instructions)		
12 / 3	31 /2024		12 /	31 /202	23		12	/ 31 / 20	22	/ /
Caution: [	Do not sign this f	orm unless all appl	icable lines hav	ve been comple	eted.					
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on I requested. If the request applies to a joint return, at least one spouse must sign; however, if sign the request. If signed by a corporate officer, 1 percent or more shareholder, partner, may or party other than the taxpayer, I certify that I have the authority to execute Form 4506-C or signature date.			if both spou	uses' na iember,	ames and TINs ar guardian, tax ma	e listed in lines 1a atters partner, exe	a-1b and 2a-2b, both spouses must cutor, receiver, administrator, trustee,			
X Signa	tory attests that	t he/she has read t	the above attes	station clause	and upon so re	ading dec	lares th	nat he/she has the	authority to sig	n the Form 4506-C. See instructions.
	Signature for	Line 1a (see instru	ctions)				Date		Phone num	ber of taxpayer on line 1a or 2a
	Form 4506	6-C was signed by	an Authorized I	Representative			s	ignatory confirms	document was e	lectronically signed
Print/Type name DAVID VAZQUEZ										
Sign Here		above is a corpora	tion, partnershi	ip, estate, or tru	ust)					
	Spouse's sign	nature (required if l	isted on Line 2a	a)					Date	
Form 4506-C was signed by an Authorized Representative					Signatory confirms document was electronically signed			lectronically signed		
	Print/Type nar	me								

#### Instructions for Form 4506-C, IVES Request for Transcript of Tax Return

Section references are to the Internal Revenue Code unless otherwise noted.

#### **Future Developments**

For the latest information about Form 4506-C and its instructions, go to *www.irs.gov* and search IVES. Information about any recent developments affecting Form 4506-C (such as legislation enacted after we released it) will be posted on that page.

What's New. Form 4506-C includes the Client company requesting transcripts and increased the number of Wage and Income transcripts requests.

#### **General Instructions**

**Caution**: Do not sign this form unless all applicable lines have been completed.

Designated Recipient Notification. Section 6103(c) limits disclosure and use of return information received pursuant to the taxpayer's consent and holds the recipient subject to penalties for any unauthorized access, other use, or redisclosure without the taxpayer's express permission or request.

Taxpayer Notification. Section 6103(c) limits disclosure and use of return information provided pursuant to your consent and holds the recipient subject to penalties, brought by private right of action, for any unauthorized access, other use, or redisclosure without your express permission or request.

**Purpose of form**. Use Form 4506-C to request tax return information through an authorized IVES participant. You will designate an IVES participant to receive the information on line 5a.

**Note**: If you are unsure of which type of transcript you need, check with the party requesting your tax information.

Where to file. The IVES participant will fax Form 4506-C with the approved IVES cover sheet to their assigned Service Center.

#### Chart for ordering transcripts

If your assigned Service Center is:	Fax the requests with the approved coversheet to:
Austin Submission	Austin IVES Team
Processing Center	844-249-6238
Kansas City Submission	Kansas City IVES Team
Processing Center	844-249-8128
Ogden Submission	Ogden IVES Team
Processing Center	844-249-8129

#### **Specific Instructions**

Line 1a/2a (if spouse is also requested). For IMF Requests: Enter the First, Middle Intial, and Last Name in the indicated fields. If all characters will not fit, please enter up to 12 for First name and 22 for Last name. For BMF Requests: Enter the company name in the Last Name field. If all characters will not fit, please enter up to 22.

Line 1b/2b (if spouse is also requested). Enter the social security number (SSN) or individual taxpayer identification number (ITIN) for the individual listed on line 1a including the dashes in the correct format, or enter the employer identification number (EIN) for the business listed on line 1a including the dashes in the correct format.

**Line 1c/2c** (*if spouse is also requested*). Enter your previous name as shown on your last filed tax return if different than line 1a.

**Line 3.** Enter your current address in the indicated fields. If you use a P.O. Box, include it and the number in the Current Address field.

**Line 4**. Enter the address shown on the last return filed if different from the address entered on line 3.

**Note**: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address, or Form 8822-B, Change of Address or Responsible Party — Business, with Form 4506-C

**Line 5b.** Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

**Line 5c.** Enter up to 10 alpha-numeric characters to create a unique identifier that will show in the mailbox file information. The unique identifier cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

**Note.** If you use an SSN, we will not input the information and the customer file number or unique identifier will reflect a generic entry of "999999999".

Line 5d. Enter the Client company name, address, and phone number in the indicated fields. A Client company receives the requested tax transcripts from the IVES participant. If the IVES participant is also the Client company, the IVES participant information should be entered on Line 5a and 5d. These fields cannot be blank or Not Applicable (NA).

**Line 6.** Enter only one tax form number (1040, 1065, 1120, etc.) per request for all line 6 transcripts request types.

Line 6a. Return Transcript includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120-Form 1120-H, Form 1120-L, and Form 1120-S. Return transcripts are available for the current year and returns processed during the prior 3 processing years.

**Line 6b.** Account Transcript contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns

**Line 6c.** Record of Account provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years.

Line 7. The IRS can provide a transcript that includes data from these information returns: Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. Enter up to three information return types. If no specific type is requested, all forms will be provided. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, Form W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need Form W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213.

Line 8. Enter the end date of the tax year or period requested in mm dd yyyy format. This may be a calendar year, fiscal year or quarter. Enter each quarter requested for quarterly returns. Example: Enter 12 31 2018 for a calendar year 2018 Form 1040 transcript.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed if unchecked.

Signature and date. Form 4506-C must be signed and dated by the taxpayer listed on line 1a and, if listed, 2a. The IRS must receive Form 4506-C within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines, including lines 5a through 8, are completed before signing.

Authorized Representative: A representative can sign Form 4506-C for a taxpayer if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5a, and Form 2848 is attached to the Form 4506-C request. If you are Heir at Law, Next of Kin, or Beneficiary, you must be able to establish a material interest in the estate or trust. If Form 4506-C is signed by a representative, the Authorized Representative check box must be marked.

Electronic Signature: Only IVES participants that opt in to the Electronic Signature usage can accept electronic signatures. Contact the IVES participant for approval and guidance for electronic signatures. If the Form 4506-C is signed electronically, the Electronic Signature check box must be marked.

**Individuals.** Transcripts listed on line 6 may be furnished to either spouse if jointly filed. Signatures are required for all taxpayers listed on Line 1a and 2a.

Corporations. Generally, Form 4506-C can be signed by:

(1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-C but must provide documentation to support the requester's right to receive the information.

**Partnerships**. Generally, Form 4506-C can be signed by any person who was a member of the partnership during any part of the tax period requested on line 8.

**All others**. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-C will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	. 10 min.
Preparing the form	. 12 min.
Copying, assembling, and sending	
the form to the IRS	. 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-C simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service Tax Forms and Publications Division 1111 Constitution Ave. NW, IR-6526 Washington, DC 20224

Do not send the form to this address. Instead, see Where to file on this page.

\_\_ W\_9

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Form W-9 (Rev. 3-2024)

# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Loan Number: 1459287360

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the businessiderageaded entity name, if different from above.    Business name/disregarded entity name, if different from above.		e you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below				
3a Check the appropriate box for federal fax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor		business/disregarded entity's name on line 2.)	y, enter the	owner's r	name on line 1, and enter the	
Check only one of the following seven boxes.    Individual/sole propriets   Cooporation   Scorporation   Partnership   Trust/estate   Individual/sole propriets   Cooporation   Scorporation   Partnership						
box if you have any foreign partners, owners, or beneficiaries. See instructions  5 Address (number, street, and apt. or suite no.). See instructions.  1501 Thin Pine Dr  6 City, state, and ZIP code Johns Island, South Carolina 29455  7 List account number(s) here (optional) 1459287360  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN), However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.  Part II Certification  Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandomment of secured pr	Print or type Instructions on page 3.	Check only <b>one</b> of the following seven boxes.  Individual/sole proprietor	only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from Foreign Account Tax Compliance			
box if you have any foreign partners, owners, or beneficiaries. See instructions  5 Address (number, street, and apt. or suite no.). See instructions.  1501 Thin Pine Dr  6 City, state, and ZIP code Johns Island, South Carolina 29455  7 List account number(s) here (optional) 1459287360  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN), However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.  Part II Certification  Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandomment of secured pr	cific	Other (see instructions)				
Social security number   Interest number   Social security number   Interest numb	See Spe				` ''	
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Part II Certification  Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.  Sign Here  Signature of U.S. person  Date	or					
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<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> <li>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</li> <li>Sign Here</li> <li>Signature of U.S. person</li> <li>Date</li> </ol>	Numb	er To Give the Requester for guidelines on whose number to enter.	ame and		er identification number	
Here U.S. person Date	Numb Part	To Give the Requester for guidelines on whose number to enter.  Certification	ame and		er identification number	
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Cat. No. 10231X

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- $\hfill \blacksquare$  Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

#### By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued):
  - 2. Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441N1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  - 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the

U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
  - 3. The IRS tells the requester that you furnished an incorrect TIN;
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

#### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

■ Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is $a(n)$	THEN check the box for
■ Corporation	Corporation.
■ Individual or ■ Sole proprietorship	Individual/sole proprietor.
■ LLC classified as a partnership for U.S. federal tax purposes or ■ LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification:  P = Partnership,  C = C corporation, or  S = S corporation.
■ Partnership	Partnership.
■ Trust/estate	Trust/estate.

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- $_{\blacksquare}$  Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
  - 2 The United States or any of its agencies or instrumentalities.
- 3 A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities.
  - 5 A corporation.

- 6 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7 A futures commission merchant registered with the Commodity Futures Trading Commission.
  - 8 A real estate investment trust.
- 9 An entity registered at all times during the tax year under the Investment Company Act of 1940.
  - 10 A common trust fund operated by a bank under section 584(a).
  - 11 A financial institution as defined under section 581.
- 12 A middleman known in the investment community as a nominee or custodian.
  - 13 A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
<ul> <li>Interest and dividend payments</li> </ul>	All exempt payees except for 7.
■ Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
<ul> <li>Barter exchange transactions and patronage dividends</li> </ul>	Exempt payees 1 through 4.
■ Payments over \$600 required to be reported and direct sales over \$5,000¹	Generally, exempt payees 1 through 5. <sup>2</sup>
<ul> <li>Payments made in settlement of payment card or third-party network transactions</li> </ul>	Exempt payees 1 through 4.

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
  - B The United States or any of its agencies or instrumentalities.
- C A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).
- F A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
  - G A real estate investment trust.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- H A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
  - I A common trust fund as defined in section 584(a).
  - J A bank as defined in section 581.
  - K A broker.
- L A trust exempt from tax under section 664 or described in section 4947(a)(1).
- $\mbox{M}$  A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN** in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at <a href="https://www.SSA.gov">www.SSA.gov</a>. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/EIN">www.irs.gov/EIN</a>. Go to <a href="https://www.irs.gov/Forms">www.irs.gov/EIN</a>. Go to <a href="https://www.irs.gov/Forms">www.irs.gov/EIN</a>. Go to <a href="https://www.irs.gov/Forms">www.irs.gov/OrderForms</a> to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status* for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

_	For this type of account:	Give name and SSN of:	
1.	Individual	The individual	
2.	Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>	
3.	Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account	
4.	Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>	
5.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>	
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>	
6.	Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>	
7.	Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671- 4(b)(2)(i)(A))**	The grantor*	

	·	
	For this type of account:	Give name and EIN of:
8.	Disregarded entity not owned by an individual	The owner
9.	A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12.	Partnership or multi-member LLC	The partnership
13.	A broker or registered nominee	The broker or nominee
14.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15.	Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Go to www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>&</sup>lt;sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

<sup>\*</sup> Note: The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup>For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041

Loan Number: 1459287360

## **ADDRESS CERTIFICATION**

The complete PROPERTY street address is as follows:	1501 Thin Pine Dr (Street)	
	Johns Island	
	(City)	
	SOUTH CAROLINA	29455
	(State)	(Zip Code)
The complete MAILING address is as follows:	1501 Thin Pine Dr (Street)	
	Johns Island	
	(City)	
	SOUTH CAROLINA	29455
	(State)	(Zip Code)
Certified By Closing Agent: ELLEN HATTEN	•	

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

ADDRESS CERTIFICATION AC6.MSC 10/29/08

## **AUTHORIZED CREDIT ACCOUNT SIGNATURES**

Account Number: 1459287360

Borrower Name(s): DAVID VAZQUEZ

	Date Signed: May 22, 2025
Address: 1501 Thin Pine Dr Johns Island, South Carolina 29455	Credit Line Amount: \$100,000.00
Lender Name: BETTER MORTGAGE CORPORATIO	N
Address: 1 WORLD TRADE CENTER, 80TH FLOOR NEW YORK, NEW YORK 10007	8
their Home Equity Line Security Agreement with Lend	e approved as designated check signer(s), in connection with der. Checks will be honored when signed by any one or all ult under their Home Equity Line Agreement with Lender, ed.
USE BLACK INK DES	SIGNATED CHECK SIGNERS
DAVID VAZQUEZ	
AUTHORIZED CREDIT ACCOUNT SIGNATURES 12/03/10	<b>☆</b> DocMagic

# FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE

Loan Number: 1459287360

Date: May 22, 2025
Provided By: BETTER MORTGAGE CORPORATION (NMLS # 330511)
Borrower(s): DAVID VAZQUEZ
Property Address: 1501 Thin Pine Dr Johns Island, South Carolina 29455
The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.
The Federal Agency that administers compliance with this law concerning this creditor is:
Federal Trade Commission, Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580
By signing below, I/we acknowledge that I/we have read and received a copy of this document.
Borrower DAVID VAZQUEZ Date
Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511
FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE
12 CFR 1002.9(b) ECOALSR 10/24/19

# HELOC NOTICE TO BORROWER(S)

Loan Number: 1459287360

Servicing Loan Number: 1031519040

Borrower DAVID VAZQUEZ I  Mortgage Lender/Servicer: BETTER MORTGAGELOC NOTICE TO BORROWER(S) HELOC NOTICE TO J7/22/24	Date  GE CORPORATION NMLS #	330511
Borrower DAVID VAZQUEZ I	date	
Borrower DAVID VAZQUEZ I	Pate	
Borrower DAVID VAZQUEZ I	Date	
Borrower DAVID VAZQUEZ I	Pate	
Borrower DAVID VAZQUEZ I	Date	
Borrower DAVID VAZQUEZ I	<u>-</u> uate	
iot have access to the anarawn portion of your r	EEGC for inner, days.	
By signing below, you understand that your loan want have access to the undrawn portion of your H		transferred and agree that you may
P.O. BOX 10826 GREENVILLE, SC 29603-0826		
SHELLPOINT MORTGAGE SERVICING (800) 365-7107		
f you have any questions for your new servicer a using the information below:	fter July 1, 2025	, you may contact them
https://www.shellpointmtg.com		
SHELLPOINT MORTGAGE SERVICING 95265-0840		550840, DALLAS, TX also set up electronic payments at:
uly 1, 2025 . Send all payr	nents due on or after July 1, 20	
SHELLPOINT MORTGAGE SERVICING	ed, effective July 1, 2025	
7 1: 11 h1dd 4h: -: 4	v	
hat we can reschedule your loan closing to give		
nat we can reschedule your loan closing to give		nlease inform us immediately, so
Oue to the impending sale and transfer of your loandrawn portion of your Home Equity Line of Conference of your suspect that you may need access to these that we can reschedule your loan closing to give	redit (HELOC) for ninety days e funds in this period of time,	after your loan closing.

#### HOME EQUITY LINE OF CREDIT DISBURSEMENT STATEMENT

Loan No.: 1459287360 Date: May 22, 2025 Disbursement Date: May 28, 2025 Provided By: BETTER MORTGAGE CORPORATION Borrower(s): DAVID VAZQUEZ Property Address: 1501 Thin Pine Dr Johns Island, South Carolina 29455 Borrower requests the following disbursements and/or advances as indicated below. If any estimated amount shown below varies from the actual paid (as of the date of closing), the Borrower agrees to the actual amount and, if applicable, the corresponding change to the advance shown below. Borrower agrees that any disbursement and/or advance is made under Borrower's Home Equity Line Security Agreement (Note). \$\_\_\_\_\_6,130.00 To: TO: AMEX To: \_\_\_\_\_ \$ \_\_\_\_\_ To: \_\_\_\_\_ LOAN FEES AND CHARGES PAYABLE AT CLOSING Paid By Charge **Amount** Loan Discount Points Borrower 1,625.00 Origination fee Borrower 595.00 Property condition report Borrower 12.00 Borrower Fraud check 13.00 Flood certification Borrower 5.00 Credit report Borrower 68.00 Borrower Avm 5.00 Title - Title closing fee Borrower 475.00 115.00 Title - Property report Borrower Recording Fee For Mortgage Borrower 25.00 **Total Fees and Charges Due From Borrower at Closing:** \$ 2,938.00 Items as paid by a party other than the borrower are shown for information purposes and are not included in the totals. Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

Page 1 of 2

HOME EQUITY LINE OF CREDIT DISBURSEMENT STATEMENT

HELOCDS.MSC 05/13/20

you have questions about the disbursem	nents listed on this form,	, please contact you	r lender.	
PROMOR DAVID VAZOUEZ	Date			
rrower DAVID VAZQUEZ	Date			

#### CONSUMER CREDIT SCORE DISCLOSURE

Loan Number: 1459287360

Date: May 22, 2025

Lender: BETTER MORTGAGE CORPORATION (NMLS # 330511)

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr, Johns Island, South Carolina 29455

#### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Lender Contact Information: BETTER MORTGAGE CORPORATION

1 WORLD TRADE CENTER, 80TH FLOOR

NEW YORK, NEW YORK 10007

(415) 523-8837

Borrower Date

DAVID VAZQUEZ

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

CONSUMER CREDIT SCORE DISCLOSURE (Rev. 11/04) FCRA §609(f) and (g) USCCS.DSC 11/02/12

Loan Number: 1459287360

Date: May 22, 2025

Lender: BETTER MORTGAGE CORPORATION (NMLS # 330511)

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr, Johns Island, South Carolina 29455

#### CREDIT SCORING INFORMATION

The following consumer reporting agency(ies) provided a credit score that was used by the Lender:

#### | Equifax Credit Information Services

P.O. Box 740241 Atlanta, GA 30374

To order report: (800) 685-1111 To report fraud: (888) 766-0008 Web Site: www.equifax.com

Current/Most Recent Credit Score: 771 Credit Score Date: 05/15/2025 Credit Score Range: 280-850

Key Factors Adversely Affecting Your Credit Score:

TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH PROPORTION OF BALANCES TO CREDIT LIMITS TOO HIGH ON REVOLVING ACCOUNTS TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS

#### 

P.O. Box 1000 Chester, PA 19016

To order report: (800) 916-8800 To report fraud: (800) 916-8800 Web Site: www.transunion.com

Current/Most Recent Credit Score: 768 Credit Score Date: 05/15/2025 Credit Score Range: 300-850

Key Factors Adversely Affecting Your Credit Score:

TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT INSUFFICIENT LENGTH OF REVOLVING CREDIT HISTORY AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH TOO MANY ACCOUNTS WITH BALANCES

Initials:			
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	P.O. Box 4500 Allen, TX 75013 To order report: (888) 397-3742 To report fraud: (888) 397-3742 Web Site: www.experian.com					
	Current/Most Recent Credit Score: 78	37 Cre	dit Score Date:	05/15/2025	Credit Score Range: 300-850	
	Key Factors Adversely Affecting Your OPPOPORTION OF BALANCE TO HIGH TOO MANY ACCOUNTS WITH BALATOO MANY CONSUMER FINANCE OF TIME ACCOUNTS HAVE	GH CREI ANCES COMPAN	OIT ON REVO NY ACCOUNT	S	UNTS	
	Current/Most Recent Credit Score:	Cre	dit Score Date:		Credit Score Range:	
	Key Factors Adversely Affecting Your C	Credit Sco	ore:			
Initi	als:		0			

**X** Experian National Consumer Assistance Center

#### RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE

Loan Number: 1459287360

Date: May 22, 2025

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

BETTER MORTGAGE CORPORATION

#### YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT

Your Credit Score		
Your credit score	771	
1	Source: Equifax	Date: 05/15/2025

<b>Understanding Your Cr</b>	edit Score			
What you should know about credit scores  Your credit score is a number that reflects the information in your credit report.  Your credit report is a record of your credit history. It includes information about you your bills on time and how much you owe to creditors.  Your credit score can change, depending on how your credit history changes.				
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.			
The range of scores	Scores range from a low of 280 to a high of 850 . Generally, the higher your score, the more likely you are to be offered better credit terms.			
How your score compares to the scores of other consumers	Equifax® Classic FICO®  30%			
Key <u>factors</u> that adversely affected your credit score	versely affected AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH			

Initial: Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDEQ.MSC 02/07/25 Page 1

Checking Your Credit Report					
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.  It is a good idea to check your credit report to make sure the information it contains is accurate.				
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each the nationwide consumer reporting agencies once a year.  To order your free annual credit report:  By telephone: Call toll-free: 1-877-322-8228  On the web: Visit <a href="https://www.annualcreditreport.com">www.annualcreditreport.com</a> By mail: Mail your completed Annual Credit Report Request Form (which you cobtain from the Federal Trade Commission's web site <a href="http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf">http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf</a> ) to:  Annual Credit Report Request Service  P.O. Box 105281  Atlanta, GA 30348-5281				
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .				

#### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Initial:	
RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDEQ.MSC 02/07/25 Page 2	☆ DocMagic

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided below:
Equifax P.O. Box 740241 Atlanta, GA 30374 (800) 685-1111
Initial:
RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  **DocMagic**  **DocMagi
RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDEQ.MSC 02/07/25 Page 3

Generated at: 05/20/2025 21:26 UTC

#### RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE

Loan Number: 1459287360

Date: May 22, 2025

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

#### BETTER MORTGAGE CORPORATION

#### YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT

Your Credit Score		
Your credit score	787	
1 200. 02 200.0	Source: Experian	Date: 05/15/2025

Understanding Your Cr	Understanding Your Credit Score					
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report.  Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.  Your credit score can change, depending on how your credit history changes.					
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.					
The range of scores	Scores range from a low of 300 to a high of 850 . Generally, the higher your score, the more likely you are to be offered better credit terms.					
How your score compares to the scores of other consumers	Experian Classic FICO 25% % of Consumers with Scores in a Particular Range 23% 22% 15% 15% 15% 15% 15% 15% 15% 15% 15% 16.499 500-549 550-599 600-649 650-699 700-749 750-799 800-850 6 2024 FICO All Rights Reserved Risk Model v08 - 0424					
Key <u>factors</u> that adversely affected your credit score	PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS TOO MANY ACCOUNTS WITH BALANCES TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED					

Initial:

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDEX.MSC 02/07/25 Page 1

Checking Your Credit Report					
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.  It is a good idea to check your credit report to make sure the information it contains is accurate.				
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each the nationwide consumer reporting agencies once a year.  To order your free annual credit report:  By telephone: Call toll-free: 1-877-322-8228  On the web: Visit <a href="https://www.annualcreditreport.com">www.annualcreditreport.com</a> By mail: Mail your completed Annual Credit Report Request Form (which you cobtain from the Federal Trade Commission's web site <a href="http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf">http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf</a> ) to:  Annual Credit Report Request Service  P.O. Box 105281  Atlanta, GA 30348-5281				
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .				

#### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE	<b>☆</b> DocMagio
Initial:	

xperian O. Box 4500 len, TX 75013 88) 397-3742	
itial:	

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#### RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE

Loan Number: 1459287360

Date: May 22, 2025

Borrower: DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

#### BETTER MORTGAGE CORPORATION

#### YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT

Your Credit Score		
Your credit score	768	
1	Source: Trans Union	Date: 05/15/2025

<b>Understanding Your Cr</b>	edit Score				
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report.  Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.  Your credit score can change, depending on how your credit history changes.				
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.				
The range of scores	Scores range from a low of 300 to a high of 850 . Generally, the higher your score, the more likely you are to be offered better credit terms.				
How your score compares to the scores of other consumers	Trans Union Classic FICO®  % of Consumers with Scores in a Particular Range  20%  15%  10%  5%  300-499  500-549  550-599  600-649  650-699  700-749  750-799  800-850  Risk Score Classic 08 - 0424				
Key <u>factors</u> that adversely affected your credit score	TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT INSUFFICIENT LENGTH OF REVOLVING CREDIT HISTORY AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH TOO MANY ACCOUNTS WITH BALANCES				

Initial:

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDTU.MSC 02/07/25 Page 1

Checking Your Credit Report						
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.  It is a good idea to check your credit report to make sure the information it contains is accurate.					
How can you obtain a copy of your credit report?	the nationwide of	www. you have the right to obtain a free copy of your credit report from each of consumer reporting agencies once a year.  The annual credit report:  Call toll-free: 1-877-322-8228  Visit <a href="https://www.annualcreditreport.com">www.annualcreditreport.com</a> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf">http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf</a> ) to:  Annual Credit Report Request Service  P.O. Box 105281  Atlanta, GA 30348-5281				
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .					

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RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 Page 2	<b>☆</b> DocMagic

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided below:
TransUnion P.O. Box 1000 Chester, PA 19016 (800) 916-8800
Initial:
RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE FCRA § 615(h); 15 USC § 1681m(h); 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 RMCSDTU.MSC 02/07/25 Page 3

Generated at: 05/20/2025 21:26 UTC

Loan Number: 1459287360

#### SOUTH CAROLINA APPLICATION NOTICE

Provided By: BETTER MORTGAGE CORPORATION (NMLS # 330511)

Applicant(s): DAVID VAZQUEZ

Property Address: 1501 Thin Pine Dr

Johns Island, South Carolina 29455

# THE AGENCY DESIGNATED TO RECEIVE COMPLAINTS OR INQUIRIES ABOUT THE ORIGINATION AND MAKING OF THIS LOAN IS:

SOUTH CAROLINA STATE BOARD OF FINANCIAL INSTITUTIONS CONSUMER FINANCE DIVISION 1205 PENDLETON STREET SUITE 306 COLUMBIA, SC 29201 ATTN: MORTGAGE COMPLAINTS 803.734.2020

http://www.consumerfinance.sc.gov/complaints/

By signing below, you acknowledge that you have received and read this Notice. This Notice is neither a contract nor a commitment to lend.

Applicant DAVID VAZQUEZ Date

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

# UNDISCLOSED DEBT ACKNOWLEDGMENT

Loan Number: Borrower(s):	1459287360 DAVID VAZQUEZ					
Property Address: City, State and Zip:	1501 Thin Pine Dr Johns Island, South Carolina 29455					
for your mortgage finance we can determine if you	qualify for your loan. Each time so	nave an accurate representa omeone requests your cred	tion of your financial commitments so lit report, an inquiry is noted on the dit such as a mortgage loan, auto loan,			
We will continually mor prior to close. New acco in your financial obliga	ounts and inquiries may impact yo	e loan application process ur loan approval or loan c	, and may obtain a new credit report losing as they can represent a change			
	ations that are expected to exist at or vided below. Please attach the mo		nsaction closing*, not included on my able) for the debts listed below.			
institution. Withholding	to knowingly withhold debt oblisuch information is bank fraud. By fines of up to \$1,000,000, or up	ank fraud is investigated by	ng a credit application to a financial y the Federal Bureau of Investigation ison, or both.			
*This in no way constitutes a lo		<b>,</b>				
Creditor	Total (	Obligation	Monthly Payment Amount			
Creditor	Total (	Obligation	Monthly Payment Amount			
I/We, DAVID VAZQU						
transaction closing beyon further acknowledge and	d what I/we provided on my/our loa	in application and what is priknowingly withholding del	to exist at or around the time of this covided above on this document. I/We ot obligation information is mortgage			
Provide an explanation for	or any inquiry appearing on the cre	edit report:				
Inquiring Creditor: Explanation of Inquiry: Inquiring Creditor: Explanation of Inquiry:						
Inquiring Creditor:						
Inquiring Creditor:						
Borrower DAVID VAZ	QUEZ Date	Borrower	Date			
Borrower	Date	Borrower	Date			
Borrower	Date	Borrower	Date			

UNDISCLOSED DEBT ACKNOWLEDGMENT DOCUMENT 3270 D3270.CMS 10/25/12