

# COMPLIANCE AGREEMENT

Re: Order Number: C-SC919335

In consideration of ClearEdge Title. (hereinafter “title company”) closing the transaction under the above order number, the undersigned agree, upon request of the company, to fully cooperate with the company to correct any inaccurate term or provision or mistake in, or omission from any document associated with the closing. He/she/they further agree that, subsequent to closing, he/she/they will execute such documents, or take such action as the company may reasonably deem necessary to properly document the transaction.

The undersigned further agree(s) that in the event an error in charges, costs, or payoff amounts is made, he/she/they will, upon request, immediately remit such sums for which he/she/they had initial responsibility for payment as may be necessary to correct such errors. Nothing herein contained shall be construed to impose liability on the parties for charges incurred as a result of the failure of the company to timely remit payment or take actions which the company has agreed in writing to perform.

The undersigned further authorize the company to correct any clerical errors on his/her/their behalf in order to properly complete the title conveyance and/or provide the company with insurable documentation.

The undersigned further agree to comply with any such requests outlined above and agree that, in the event he/she/they fail to comply with the request, he/she/they will pay, in addition to any amounts owed above, reasonable costs of the company in enforcing this agreement, including but not limited to, reasonable attorney's fees and costs of litigation.

\_\_\_\_\_  
Shenikqua Simmons

Sworn to and subscribed, before me, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## OWNERS AFFIDAVIT

File No: C-SC919335

Date: May 19, 2025

On this day, personally appeared before me, the undersigned authority, authorized to administer oaths and take acknowledgements: Shenikqua Simmons to me well known upon first duly being sworn, deposes and says:

1. They are the legal owner(s) of the property commonly known as:
2. 1307 Hermitage Lane, Ladson, SC 29456
3. That any and all work, labor, materials and supplies which have been used, applied or furnished upon the said property at any time prior to this date have been paid for and discharged; and that there are no possible liens which may be filed against the said property for work or labor or materials furnished thereon by anyone. No "Notice of Commencement" (if applicable by State) has been executed and/or filed.
4. That there is no person, firm, corporation or governmental authority entitled to any claim or lien against said property.
4. That there are no liens or encumbrances upon the real and/or personal property conveyed with the property herein, unless hereby stated. \_\_\_\_\_.(None, if blank)
5. That no person, firm or corporation adversely claims the property and they are in exclusive possession thereof.
6. That the undersigned has disclosed if there are any maintenance or homeowner's association fees applicable to the property herein, and that they are responsible for any fees outstanding prior to the date herein. They further warrant all fees to be current at the time of conveyance or upon acquiring financing.
7. That there are no matters pending against the Affiant(s) that could rise to a lien that would attach to the property between the disbursing of the funds and the recording of the interest to be insured, and that the Affiant(s) have not and will not execute any instrument that would adversely affect the title or interest to be insured.
8. That Affiant(s) have not caused, permitted or agreed to any unrecorded easements or right-of-ways for users, and any existing leases or contracts for sale, contracts for deed, or other contractual rights affecting the property except as follows: \_\_\_\_\_.
9. That Affiant(s) and the property are not subject to any proceedings affecting them or the property under any Federal Bankruptcy Laws.
10. That Affiant(s) are without knowledge of any claims whatsoever of any kind or description against the furniture, fixtures and equipment located in, on or about the improvements thereon, and that personal property that are to be considered as part of the mortgaged property.
11. Affiant(s) further state that they are each familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that they have read, or have heard read to them, the full facts of this affidavit, and understand its contents.
12. That this affidavit is being made in order to induce Stewart Title Company, to issue a Policy on the above described property, and the said parties rely on the statements made by the affiants herein and that affiants warrant the above statements to be accurate. In the event of the necessity to enforce the terms of this affidavit, affiants shall be responsible personally and/or as a corporation for any losses, including but not limited to attorneys fees and court costs.

AFFIANTS FURTHER SAYETH NAUGHT.

\*\*\* SIGNATURE LINES ON NEXT PAGE \*\*\*

OWNERS AFFIDAVIT (continued)

\_\_\_\_\_  
Shenikqua Simmons

**\* EACH SIGNER MUST PROVIDE SOCIAL SECURITY NUMBER AND MARITAL STATUS BELOW \***

(Signer #1)	Social Security # _____	Circle One: Never Married / Married / Divorced / Widowed
(Signer #2, if applicable)	Social Security # _____	Circle One: Never Married / Married / Divorced / Widowed
(Signer #3, if applicable)	Social Security # _____	Circle One: Never Married / Married / Divorced / Widowed
(Signer #4, if applicable)	Social Security # _____	Circle One: Never Married / Married / Divorced / Widowed

STATE OF SC  
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me 19th day of May, 2025 by:  
  
Shenikqua Simmons & who is/are personally known to me or who has/have produced a driver’s license(s) as identification and who did not take an oath.

_____ (Notary Signature)	(seal)
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PAYOFF AFFIDAVIT

File No: C-SC919335

Property: 1307 Hermitage Lane, Ladson, SC 29456

WE, the undersigned, do hereby hold ClearEdge Title and Stewart Title Guaranty Company harmless for any addition monies due from any shortages in the payoff amounts of any and all liens on the aforementioned property described above and listed in the title commitment on file number C-SC919335. We also understand that if for any reason the payoff is incorrect, we are fully responsible for making up the difference and will take care of the said shortages within five (5) days from notification by ClearEdge Title whether by telephone or by mail. Should there be a remaining escrow balance we hereby authorize any shortages to be covered thru the escrow balance.

That this affidavit is being made to include Hometap Equity Partners, LLC to grant financing to the homeowner(s) of the above described property, and the said parties rely on the statement(s) made by the affiant(s) herein are aware that ClearEdge Title is insuring the title to the property herein and that affiant(s) warrant the above statements to be accurate. In the event of the necessity to enforce the terms of this affidavit, affiant(s) shall be responsible personally and/or as a corporation for any losses, including but not limited to, attorney’s fees and court costs.

Revolving Line of Credit Instructions

If this is a revolving credit/equity line of credit account, I/we, the undersigned homeowner (s), hereby authorize you to close this account. We hereby acknowledge that there are no outstanding draws or checks against this line of credit and understand that we will be held responsible for any draws or checks still outstanding as of the date of payoff.

AFFIANT(S) FURTHER SAYETH NAUGHT.

Shenikqua Simmons

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF SC

COUNTY OF Berkeley

Subscribed and sworn to (or affirmed) before me on 19th day of May, 2025 by, Shenikqua Simmons who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notary Signature)

(SEAL)

# Marital Affidavit

File No: C-SC919335

Date: May 14, 2025

The undersigned being first duly sworn, on oath, deposes and say that (they/he/she) are the owners of the real estate situated in the County of Berkeley, State of SC, commonly known as 1307 Hermitage Lane, Ladson, SC 29456 and more particularly described in that certain investment dated in favor of Hometap Equity Partners, LLC, the company, under transaction number .

Affiant makes the following representations in conjunction with the consummation of the pending investment of the real estate referenced above (premises).

On May 14, 2025 before me a Notary Public, personally appeared the undersigned

affiant(s), who being duly sworn according to law and intending to be legally bound, depose(s) and say(s):

- 1. (Y – N ) \_\_\_\_\_ That I am married to \_\_\_\_\_ and have been continuously married since \_\_\_\_\_
- 2. (Y – N ) \_\_\_\_\_ That I am a single person and have never been married
- 3. (Y – N ) \_\_\_\_\_ That I am married however currently pending divorce proceedings
- 4. (Y – N ) \_\_\_\_\_ That I took title as married and have since been divorced and not remarried
- 5. (Y – N ) \_\_\_\_\_ That I took title as married and have since been divorced and remarried, my new spouse’s name is \_\_\_\_\_

FURTHER AFFIANTS SAYETH NAUGHT.

\_\_\_\_\_  
Shenikqua Simmons

STATE OF SC

COUNTY OF Berkeley

The foregoing instrument was acknowledged before me May 19, 2025sett by: Shenikqua Simmons who is/are personally known to me or who has/have produced a drivers license(s) as identification and who did not take an oath.

\_\_\_\_\_  
(Notary Signature) (SEAL)

Limited Power of Attorney

File No: C-SC919335

Date: May 19, 2025

On this date, the undersigned homeowners(s) for and in consideration of the approval, closing and funding of their above referenced mortgage, hereby grant **ClearEdge Title, Inc** as settlement agent, Limited Power of Attorney to correct and/or execute, date or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this Limited Power of Attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S OPTION, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE, OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This Limited Power of Attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage. IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced

Shenikqua Simmons

STATE OF SC  
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me 19th day of May, 2025 by:  
  
Shenikqua Simmons  
  
who is/are personally known to me or who has/have produced a drivers license(s) as identification and who did not take an oath.

(Notary Signature)

(SEAL)

**PLEASE TAKE NOTE OF THE FORM IMMEDIATELY  
FOLLOWING THIS COVER LETTER**

**PLEASE COMPLETE AND EXECUTE THIS FORM IF YOU WISH  
TO HAVE YOUR PROCEEDS WIRE DIRECTLY INTO A  
CHECKING OR SAVINGS ACCOUNT**

ClearEdge Title

2605 Enterprise Rd E, Suite 270, Clearwater, FL 33759

Phone (877) 536-3390

\*\*\*\*\* REFUND CONFIRMATION FORM\*\*\*\*\*

File Number: C-SC919335

Property Address: 1307 Hermitage Lane

Projected Disbursement Date: May 23, 2025

Transaction Type: Home Equity Investment

PLEASE SELECT HOW YOU WISH TO RECEIVE THE PROCEEDS FROM YOUR TRANSACTION:

☐ CHECK

Does the check need to be sent to the property address above? \_\_\_\_ Yes \_\_\_\_ No

If No, please provide the address where you want the check sent:

\_\_\_\_\_

☐ WIRE

We, the undersigned, have requested that ClearEdge Title deliver the following proceeds or disbursement of funds related to the above property [1307 Hermitage Lane, Ladson, SC 29456] of settlement by wire to the following financial institution:

Receiving Institution Name	
Financial Institution Routing Number	
Financial Institution Checking Account Number	
Name(S) on Account Receiving Funds	
Are you attaching a voided check	<input type="checkbox"/> Yes <input type="checkbox"/> No

\*\*\*BANK ACCOUNT NAME MUST MATCH HOW THE TITLE IS HELD\*\*\*IF YOU ARE CLOSING IN A TRUST THE ACCOUNT MUST BE IN THE TRUSTS NAME

We as the Payee(s) hereby authorize ClearEdge Title to wire the amount listed on the Option Closing Disclosure to the above financial institutions account notwithstanding the differences in the payee names and the names on the receiving account. By acknowledging the below through signature, the payee(s) also hereby hold ClearEdge Title harmless and indemnify them against any and all claims and disputes arising from said delivery of funds to the extent of, but not limited to, actual damages, attorney’s fees, penalties and other fees associated with this request.

\_\_\_\_\_

Shenikqua Simmons

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_

Notary Public





## ESCROW DISCLOSURE FORM

FILE NO: C-SC919335

DATE: May 19, 2025

PROPERTY ADDRESS: 1307 Hermitage Lane, Ladson, SC 29456

HOMEOWNER NAME: Shenikqua Simmons

The undersigned hereby acknowledge and have been advised by ClearEdge Title, Inc. that it is the policy of the company to deposit all funds collected at closing immediately, and to disburse all funds as soon as practicable following closing, including homeowner proceeds, mortgage payoffs and services rendered for the property (i.e.: termite inspection, survey, insurance etc.) and any sale commission due (if applicable).

The undersigned do hereby acknowledge that they have been advised of the policy of ClearEdge Title, Inc. regarding the release of these funds.

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Shenikqua Simmons



**SURVEY AFFIDAVIT**

File No: C-SC919335

Date: May 19, 2025

The undersigned being first duly sworn, on oath, deposes and say that (they/he/she) are the owners of the real estate situated in the County of Berkeley, State of SC, commonly known as 1307 Hermitage Lane, Ladson, SC 29456 and more particularly described in that certain mortgage dated May 19, 2025 in favor of Hometap Equity Partners, LLC, the company, under investment number .

Affiant makes the following representations in conjunction with the consummation of the pending mortgage of the real estate referenced above (premises).

- 1. Affiants herein, have examined the survey attached hereto as exhibit “A” and made a part hereof or alternatively, a copy of our prior title insurance lenders or owners policy containing no exception for any survey related matter
- 2. There have been no new improvements made to the referenced property since the survey of said property dated \_\_\_\_\_ which was made and issued by \_\_\_\_\_.
- 3. That no easement has been granted by me/us since the effective date of the attached document.
- 4. The improvements (house, garage, outbuildings, fences etc...) on the subject property are within the boundary lines and setback lines, if any, of said property.
- 5. There are no encroachments of improvements (house, garage, outbuildings, fences, walkways, driveways, eaves, drains, etc...) of adjoining property onto the subject property.
- 6. The undersigned know(s) of no assertions being made by any adjoining property owner, nor by us against any adjoining property owner, as to the location of any boundary lines or disputes as to occupancy of any property or their property.
- 7. The affiants, their heirs, administrators, executors, successors, assigns, agents, employees or other representatives shall defend and hold harmless, , its successors and assigns from and against any loss, damage, cost, liability or expense which it may sustain, suffer or be put to under its policy or policies of title insurance by reasons of any inaccuracies contained herein.
- 8. Affiants, each of them, are making and giving this affidavit for the purpose of the completion and consummation of a certain mortgage of the referenced property to Hometap Equity Partners, LLC and to induce , its agents or representatives to issue its mortgagee title insurance policy and delete the standard survey exceptions. Affiants further acknowledge that they/he/she have read the foregoing statement and representations and that the same are true and accurate to the best of the knowledge of the affiants and that such representations are important to the transaction and are being relied upon by the interested parties of this transaction.

FURTHER AFFIANTS SAYETH NAUGHT.

\_\_\_\_\_  
Shenikqua Simmons

STATE OF SC  
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me 19th day of May, 2025 by:  
  
Shenikqua Simmons  
  
who is/are personally known to me or who has/have produced a drivers license(s) as identification and who did not take an oath.

\_\_\_\_\_  
(Notary Signature) (SEAL)



# I.D. LETTER

Now comes \_\_\_\_\_, being first duly sworn, deposes and says that he/she was the closing agent for the loan described below, and that he/she personally obtained and observed photographic identification or acceptable equivalent of the homeowner(s), and does hereby certify to the following:

Borrower:        Shenikqua Simmons

Date of Birth:    \_\_\_\_\_

License No.:     \_\_\_\_\_

Issue Date:     \_\_\_\_\_

Issue State:     \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Co-Borrower:

Date of Birth:    \_\_\_\_\_

License No.:     \_\_\_\_\_

Issue Date:     \_\_\_\_\_

Issue State:     \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Closer



ClearEdge Title, Inc  
2605 Enterprise Road E, Suite 270  
Clearwater, FL 33759

## INFORMATION PRIVACY ACT

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of the Stewart Title Company and ClearEdge Title, Inc..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or forms, or from [our affiliates or] others.
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by the law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements;

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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**Shenikqua Simmons**