

ATTENTION: NOTARY

**** This is a CCM HybridClose with eSign closing documents ****

STEP 1

Before beginning with the ink signed documents,
please confirm that the separate eSign portion of the closing package has been eSigned.

Borrowers: Please login to your CCM loan portal:

<https://application.crosscountrymortgage.com>

Go to the task for eSigning your closing documents. (All borrowers must complete this.)

For technical assistance, please contact **Blend Support** by phone at **1-855-266-4433**

Hours: Monday – Friday 6 am – 6 pm CST

STEP 2

ACKNOWLEDGEMENT

**** Incomplete eSign documents could cause delays with closing and funding ****

Please sign below to acknowledge: All borrowers have completed their eSigning.

Notary: _____

Kathleen Whay: _____

STEP 3

Ink sign paper closing documents.

Settlement Agents:

Please upload this cover page and ink-signed package ASAP to workspace.blend.com/login

Please do not return by email to your CCM Closer.

**** Uploading sends it fast and secure to CCM and will expedite funding authorization ****



LOAN #: 1034000160866

***** ATTENTION CLOSING AGENTS *****
PLEASE CHECK YOUR PRINTER SETTINGS PRIOR TO PRINTING DOCS!!!

Below are the printer settings you need to be certain to set when printing Encompass Closing Docs. **If you don't set these properly on every machine you print from, the page size, margins and font size may be distorted and therefore out of compliance for recording purposes! (Please note: The instructions below may vary slightly for different printers.)**

1. Close the doc package you are trying to print.
2. Open any existing PDF that you have previously saved.
3. Go to the "File" menu then select "Print". A Print Dialog screen should appear.
4. Please make the following changes:
 - For Adobe versions DC and higher:
 - a. Change "Page Size and Handling" to "Actual Size"
 - b. Check "Choose Paper Source by PDF page size"
 - For Adobe versions X and lower:
 - a. Change "Paper-Scaling" to "None"
 - b. Un-check "Auto-Rotate and Center"
 - c. Check "Choose Paper Source by PDF page size"
5. Click OK.
6. Print the document, then close it.
7. Reopen the loan documents and confirm the printer settings have been saved. Print the package—the forms should print correctly. To help verify it's printing correctly, this particular page should print as legal size.

Should you need any assistance with this, please contact the Closing Agent per the Instructions to Escrow/ Title/Closing Agent.



Instructions to Escrow/Title/Closing Agent

Transaction Details

From	Loan Details
CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114 PHONE: 440-845-3700 tina.ward@ccm.com	LOAN #: 1034000160866 MIN #: 1007191-0004028478-6 Borrower Name(s): Kathleen Whay Loan Type: Conventional
To	To
ESCROW #: ATTN: Plano Team Timios, Inc 5716 Corsa Ave, Ste 201 Westlake Village, CA 91362 PHONE: 888-510-0932 FAX:	TITLE #: 08-02586662 ATTN: Aaron Josker Timios, Inc. 5716 Corsa Ave, Ste 102 Westlake Village, CA 91362 PHONE: 888-510-0932 FAX:

Last Loan Estimate Received: 05/16/2025	Loan Amount: \$70,000.00	Principal and Interest: \$495.46
Initial Closing Disclosure Received: 06/05/2025	Appraised Value: \$220,000.00	Estimated Taxes:
Document Date: 06/09/2025	Sales Price:	Hazard Insurance:
Closing Date: 06/09/2025	Interest Rate %: 7.625 %	Flood Insurance:
Signing Date: 06/09/2025	Loan Term: 30 years	Mortgage Insurance:
Disbursement/Settlement Date: 06/13/2025	Loan Purpose: Cash-Out Refinance	City Property Tax:
Rescission Date: 06/12/2025	Occupancy: OWNER	
Consummation Date: 06/09/2025	Lien Position: FirstLien	
Interest Rate Expiration Date: 07/07/2025	First Payment Date: 08/01/2025	
	Maturity Date: 07/01/2055	Total: \$495.46

Property

Property details should read as follows:

609 Proctor St
Walterboro, SC 29488

Vesting

The vesting details should read as follows:

KATHLEEN MCCLENON WHAY, UNMARRIED WOMAN

Questions

All questions concerning these instructions, conditions and funding procedures should be...

Directed to: Tina Ward

At: CrossCountry Mortgage, LLC

Phone: 440-845-3700

Fax:

ALL DOCUMENTS MUST BE IN OUR OFFICE 24 HOURS PRIOR TO DISBURSEMENT OF LOAN FUNDS.
This Loan MUST CLOSE BY 06/09/2025.
Failure to comply with these instructions may delay funding.

In the event this loan does not close on the date indicated in these closing instructions; or, if the loan documentation does not conform to the information stated herein, DO NOT CLOSE THE LOAN WITHOUT NOTIFYING THE CREDITOR.



Title Policy

A(n) ALTA Policy with Endorsement(s) should be issued within 30 days of closing.

Final title policy when issued must reflect the following:

- Creditor's Title Policy is to be in the amount of \$70,000.00.
- Secondary financing in the amount of N/A has been approved.
- ALTA Policy must contain endorsements COMP, EPA and LOC
- Title is to be clear and is to show no special assessments pending or of record. All special assessments must be paid prior to closing, unless otherwise authorized by us.
- Any and all encroachments must be insured over.
- Issue said form of Policy free from encumbrances except items NONE - CCM TO BE IN FIRST AND BEST LIEN POSITION of preliminary Title Report dated 04/28/2025.
- The vesting should read as referenced above.
- Lien Position: ☒ We must be in First Lien Position. ☐ We must be in Second Lien Position.
- Final Title Policy and Recorded Documents to be sent to:
First American Mortgage Solutions C/O CrossCountry Mortgage, LLC
1795 International Way
Idaho Falls, ID 83402

Hazard Insurance The Creditor must have satisfactory evidence of hazard/fire insurance. Do not disburse without evidence of Hazard Insurance. The loss payable clause must be:
CrossCountry Mortgage, LLC, Its Successors And/Or Assigns
2160 Superior Avenue
Cleveland, OH 44114
LOAN NO.: 1034000160866

- Hazard Insurance 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 loan, provided it equals no less than 80% of the replacement cost value of the improvements as of the current property insurance policy effective date. If it does not, then coverage that does provide the minimum required amount must be obtained.
- Additionally, the coverage must extend for either a term of at least Twelve (12) Month(s) after the closing date for purchase transactions, or Six (6) Month(s) after the closing date for refinance transactions.

☐ California Civil Code 2955.5(a) provides: No creditor shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

Flood Insurance The Creditor will obtain a flood certification, and if the property is located in a flood hazard area will specify the need, if any, for flood insurance. The loss payable clause for flood insurance is the same as hazard/fire insurance.

☒ Flood Insurance is not required. ☐ Flood Insurance is required.

Taxes and Assessments All taxes and assessments, including special assessments, due are to be paid at the time of settlement and a receipt provided. Where taxes and assessments are shown on the Title Policy as an exception, the Title Policy must indicate "not yet due and payable." Additional instructions: PAY ALL CURRENT AND WITHIN 60 DAYS OF CLOSING

Right to Cancel On all refinance loans, second lien loans, and/or any transaction subject to rescission, the Notice of Right to Cancel must be given at closing. The Notice of Right To Cancel must be properly completed, including all dates. **EACH** Borrower, obligor and/or person holding an ownership interest in the property must be given **two (2)** copies. The signed originals acknowledging receipt of the completed Right To Cancel by each Borrower, obligor, and/or person given copies of the Notices must be returned with the closing package. Should the transaction be rescinded by any of the obligors, immediately notify our office. RIGHT OF RESCISSION MAY NOT BE WAIVED WITHOUT OUR PRIOR WRITTEN CONSENT.



Signatures **BORROWER(S) MUST SIGN ALL DOCUMENTS EXACTLY AS HIS OR HER NAME APPEARS ON THE BLANK LINE PROVIDED FOR HIS OR HER SIGNATURE(S).** Where a witness is required, you must have the document witnessed. If an acknowledgment is provided, a person authorized to take acknowledgments in the state of closing must execute the acknowledgment. The acknowledgment date must be no earlier than the date of the document being acknowledged.

Corrections 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.

Closing Disclosure The Borrower(s) and Seller(s) Closing Disclosures must clearly indicate the recipient of each item shown on the disclosures. Both Borrower(s) and Seller(s) must sign the Closing Disclosure if signature lines appear on the document or any addendum to the document. The Final Closing Disclosure must be received by each consumer no later than 3 specific Business Days before consummation and must reflect all receipts and disbursements in these closing instructions. However, If Closing Disclosure becomes inaccurate before consummation, creditor shall provide Corrected Closing Disclosure reflecting any changed terms to consumer so consumer receives Corrected Closing Disclosure at or before consummation.

The Closing Disclosure is prepared by the Creditor. The Closing Agent is not allowed to make updates to the Closing Disclosure. If any changes to fees occur, the loan documents may need to be re-drawn and re-signed.

Power of Attorney Prior written approval must be obtained from the Creditor when closing a loan by Power of Attorney. If granted, the Power of Attorney must be specific to the loan transaction and must specifically show the complete property address (street number and name, city, state, county and zip code, or complete legal). It must be recorded prior to the security document in the same county in which the Security Instrument is recorded and the Creditor must receive a copy of the recorded Power of Attorney as a trailing document. If seller is closing a loan by Power of Attorney, a certified copy of the signed Power of Attorney must be returned in our package.

FHA or VA No fees or charges may be paid by Borrower(s) except as permitted by FHA or VA.

Occupancy This loan is approved as an:

☒ Owner-occupant

☐ Non-owner occupant loan

☐ Second Home.

Do not close if circumstances of Borrower(s) are different.

Executed Closing Documents to be delivered to:
CrossCountry Mortgage, LLC
2160 Superior Avenue
Cleveland, OH 44114
ATTN: Closing Packages

**Additional
Items**

Please furnish the following:

YOU MUST FOLLOW THESE INSTRUCTIONS EXACTLY:

- 1) The 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).
- 2) A member Of the CrossCountry Mortgage Closing Department will coordinate With you To approve all fees associated With the transaction And issue a final Closing Disclosure. Once CrossCountry Mortgage issues the final Closing Disclosure fees may Not be changed Or added without the prior written approval Of the Closer. Unauthorized changes Or additions may result In financial harm To CrossCountry Mortgage.
- 3) Do not close or fund this loan unless ALL conditions in these instructions and any supplemental closing instructions have been satisfied. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.
- 4) By accepting the final Closing Disclosure from the Closer, you agree To hold CrossCountry Mortgage harmless For any losses resulting from unauthorized changes Or additions To fees. CrossCountry Mortgage will hold you financially responsible For any such losses To the full extent capable under the law.
- 5) All signatures must be In blue ink.
- 6) The signed mortgage must be stamped As True And Certified copies
- 7) The attestation box On the 4506T must be check marked.
- 8) Recording Fees must be accurate And broken down On line E 01
- 9) Signature requirements For Trust And Power Of Attorney Approved Closings
 - a. Trust- Borrowers And Trustees should only be signing their name And Not sign the full signature line
 - b. Power Of Attorney Closing – Power Of attorney signer will need To sign the full signature line With the power Of attorney verbiage. Abbreviations are Not allowed.
- 10) In the Event the loan does Not close the wire must be returned To the originating warehouse bank within 48 hours.
- 11) No Private Transfer Fee - CCM does Not allow any Private transfer fee On any Of our loans.
- 12) No Counterpart Transactions - CCM does Not allow counterpart signatures.
- 13) All unused Lender Funds must be returned to the lender unless written communication is received from a memeber of the CrossCountry Mortgage Closing Department giving alternate instructions.

***A FINAL ALTA SETTLEMENT STATEMENT THAT COINCIDES WITH THE FINAL CLOSING DISCLOSURE, DISBURSEMENT LEDGER, ANY COPIES OF REFUND CHECKS ISSUED, AND CONFIRMATION NUMBER OF THE RECORDED MORTGAGE MUST BE EMAILED TO finalALTA@myccmortgage.com WITHIN 24 HOURS OF LOAN DISBURSEMENT

***ALL ORIGINAL DOCUMENTS EXCEPT FOR THOSE TO BE RECORDED MUST BE OVERNIGHTED WITHIN 24 HOURS OF SIGNING TO: CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114

***IMPORTANT: All Final Title Policies and Recorded Documents must be shipped to: First American Mortgage Solutions c/o CrossCountry Mortgage, LLC Mail Stop: 142-C 1795 International Way, Idaho Falls, ID 83402

***FUNDING AUTHORIZATION: Will be given by your CCM Closer after the following documents are received:

- 1)Note
- 2) Mortgage or Deed of Trust w/ legal description & Riders
- 3) Signed **CCM** Final Closing Disclosure
- 4) Signed Seller Final Closing Disclosure / Seller POA (if applicable)
- 5) Right to Cancel (if applicable)
- 6) Signature/Name Affidavit
- 7) Compliance Agreement
- 8) Affidavit of Occupancy
- 9) Any PTF conditions below

***THE FOLLOWING PRIOR TO FUNDING (PTF) CONDITIONS MUST BE CLEARED PRIOR TO FUNDING THE LOAN:

South Carolina (SC) Attorney/Insurance Preference Form:Provide a fully executed SC Attorney/Insurance Preference Form that



**Additional
Items**

Please furnish the following:

includes the correct Closing Attorney and Insurance Company utilized for the transaction. This form must be signed at least one (1) day prior to the closing date.

Subordinate/Secondary Financing Not Allowed:Subordinate or secondary financing is not permitted.

MH Detitled/Real Property:CLOSING-MH- HOME AFFIDAVIT OF AFFIXATION RIDER- CCM Closer to ensure title has received Affidavit of Affixation signed and notarized by CCM representative (home not detitled prior to closing).

Payoffs:Final Closing Disclosure reflects the payoff of following accounts: __NISSAN MOTOR ACCEPTANC 102490674170001__.

Manufactured Home Affidavit of Affixation:Provide a fully completed and executed Manufactured Home Affidavit of Affixation.

Escrow Waiver Approved:Escrow waiver has been approved for the subject property real estate taxes and/or insurance premiums. If there is flood insurance the premium must be escrowed.

MH Detitled/Real Property:FUNDING - MH HOME AFFIDAVIT OF AFFIXATION- Borrower to fully execute the Manufactured Home Affidavit of Affixation|

MH Detitled/Real Property:CLOSING- MH ATTACHED TO PERMANENT FOUNDATION- CCM closer to receive confirmation from closing agent that they have obtained ALL required documentation to ensure that the manufactured home is attached to a permanent foundation system, on the land.

MH Detitled/Real Property:PRIOR TO PURCHASE- MH CONDITIONS- Title to provide evidence the property has been fully detitled. Branch to ensure evidence the property has been detitled has been uploaded to Encompass.

ALTA 7 Endorsement:Provide ALTA 7 Endorsement to the Title Policy (ALTA 7, 7.1, or 7.2 or any other endorsement required in the applicable jurisdiction for manufactured homes to be treated as real property).

Maximum PITIA:Loan has been approved with a qualifying total payment (PITIA) of \$_681.79_. If amount increases, an additional review maybe required.

Cash to Close Limitations:Borrower(s) cash to close may not exceed \$_0_.

Undisclosed Debt Acknowledgement:*To be signed at close* Provide a fully completed undisclosed debt acknowledgement form. Provide documentation verifying terms of any new debt, if applicable.

MH Detitled/Real Property:FUNDING-MH- HOME AFFIDAVIT OF AFFIXATION RIDER- CCM Closer to receive confirmation from Closing Agent that Affidavit of Affixation has been recorded.

Escrow Waiver Approved:Escrow waiver has been approved for the subject property real estate taxes and/or insurance premiums. If there is flood insurance the premium must be escrowed.

In the event this loan does not close on the date indicated in these instructions, or if the loan documentation does not conform to the information stated herein, please do not close the loan without notifying the office of the Creditor. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us 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).

I hereby acknowledge receipt of these special instructions and agree to be bound by the terms contained herein.

Settlement Officer

Date



Loan Disbursement Instructions

Lender: CrossCountry Mortgage, LLC, a Limited Liability Company

Date: 06/09/2025

Loan #: 1034000160866

Borrower Name(s): Kathleen Whay

MIN #: 1007191-0004028478-6

Loan Amount: \$70,000.00

Property Address: 609 Proctor St
Walterboro, SC 29488

PAYMENT CATEGORIES:

- Financed** = The portion of the fee financed as part of the loan amount. This amount is paid through the proceeds of the loan;
- PTC** = (Paid through Closing) The portion of the fee paid from the borrower's own funds as part of the closing process paid by cash or check;
- PAC** = (Paid at Closing) The portion of the fee paid at closing by the borrower, seller, broker, lender other;
- POC** = (Paid outside Closing) The portion of the fee paid before loan is closed.

CALCULATION METHODOLOGY:

- Borrower [Financed + PTC = PAC] + POC = Total Borrower Amount Paid**
- Seller/Broker/Lender/Other PAC + POC = Total Amount Paid by Seller/Broker/Lender/Other**
- Total Amount = The total summation of Borrower, Seller, Broker, Lender and Other paid costs**

(*) = Impacts APR

PLEASE COLLECT/DISBURSE THE FOLLOWING:

Origination Charges					Total Amount
2.956 % of Loan Amount (Points)	Paid To: CrossCountry Mortgage, LLC				\$2,069.20
	Financed	PTC	PAC	POC	
Borrower		* \$2,069.20	* \$2,069.20		
Underwriting Fees	Paid To: CrossCountry Mortgage, LLC				\$895.00
	Financed	PTC	PAC	POC	
Borrower		* \$470.00	* \$470.00		
Lender			\$425.00		
Services - Borrower Did Not Shop					Total Amount
Appraisal Fee	Paid To: BlueBird Valuation A Class Valuation Company				\$600.00
	Financed	PTC	PAC	POC	
Borrower		\$600.00	\$600.00		
Credit Report	Paid To: Factual Data				\$265.00
	Financed	PTC	PAC	POC	
Borrower		\$265.00	\$265.00		
Flood Certification	Paid To: CoreLogic				\$5.00
	Financed	PTC	PAC	POC	
Borrower		* \$5.00	* \$5.00		
Title - Closing Protection Letter	Paid To: Timios, Inc				\$35.00
	Financed	PTC	PAC	POC	
Borrower		* \$35.00	* \$35.00		
Title - Lender's Title Insurance	Paid To: Timios, Inc				\$240.00
	Financed	PTC	PAC	POC	
Borrower		\$240.00	\$240.00		
Title - Settlement Fee	Paid To: Timios, Inc				\$625.00
	Financed	PTC	PAC	POC	
Borrower		* \$625.00	* \$625.00		
Services - Borrower Did Shop					Total Amount
Title - Title Endorsement Fee	Paid To: Timios, Inc				\$70.00
	Financed	PTC	PAC	POC	
Borrower		\$70.00	\$70.00		
Title Search	Paid To: MHTR				\$726.25
	Financed	PTC	PAC	POC	
Borrower		\$726.25	\$726.25		
Recording Fees, Transfer Taxes and Other Government Fees					Total Amount
Recording Fees (Deed \$0.00:Mortgage \$25.00:Releases \$0.00)	Paid To: ...				\$42.00
	Financed	PTC	PAC	POC	
Borrower		\$42.00	* \$42.00		
Prepaid Items Required to be Paid in Advance					Total Amount
Prepaid Interest (\$14.83 per day from 6/13/25 to 7/1/25)					\$266.94
	Financed	PTC	PAC	POC	
Borrower		* \$266.94	* \$266.94		
Payoffs and Payments					
To		Account Number	Account Type		Amount
NISSAN MOTOR ACCEPTANC Installment Payoff		102490674170001	Installment		\$19,843.00
Total Payoffs and Payments					\$19,843.00



Wire Breakdown	
Loan Amount	\$70,000.00
Over Wire Amount	
Total Deductions	\$4,101.14
Lender Credits	\$100.00
Wire Transfer Amount	\$66,423.86



Costs and Credits Itemized By Paying/Crediting Party

Total Borrower-Paid Fees		\$5,414.39
CD Section	Fee Description	Total Amount
A.01	2.956 % of Loan Amount (Points)	* \$2,069.20
B.01	Appraisal Fee	\$600.00
B.02	Credit Report	\$265.00
B.03	Flood Certification	* \$5.00
F.03	Prepaid Interest (\$14.83 per day from 6/13/25 to 7/1/25)	* \$266.94
E.01	Recording Fees (Deed \$0.00;Mortgage \$25.00;Releases \$0.00)	\$42.00
B.04	Title - Closing Protection Letter	* \$35.00
B.05	Title - Lender's Title Insurance	\$240.00
B.06	Title - Settlement Fee	* \$625.00
C.01	Title - Title Endorsement Fee	\$70.00
C.02	Title Search	\$726.25
A.02	Underwriting Fees	* \$470.00

Total Lender Paid		\$525.00
CD Section	Fee Description	Total Amount
A.02	Underwriting Fees	\$425.00
LENDER CREDIT (General Lump Sum)	LENDER CREDIT NOT APPLIED TO A SPECIFIC BORROWER FEE(S) (Includes \$100.00 credit for increase in Closing Costs above legal limit)	\$100.00



SIGNATURE/NAME AFFIDAVIT

RE:	LOAN NUMBER	PROPERTY ADDRESS
	1034000160866	609 Proctor St, Walterboro, SC 29488

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Kathleen Whay

who, after being by me first duly sworn, upon oath does depose and say:

THAT, Kathleen Whay

as the name is signed on the note and/or security instrument is one and the same person as;

Kathleen M Whay, Kathleen McNeil Whay

as the name appears in various loan documents.

KATHLEEN WHAY DATE

State of South Carolina
County of COLLETON

Signed and sworn to (or affirmed) before me on this _____ (date) by KATHLEEN WHAY.

(Official Seal)

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)



COMPLIANCE AGREEMENT

Borrower(s): Kathleen Whay

Date: June 9, 2025

Loan Number: 1034000160866

Property Address: 609 Proctor St
Walterboro, SC 29488

Lender: CrossCountry Mortgage, LLC

The undersigned borrower(s), for and in consideration of Lender disbursing loan proceeds for the purchase or refinancing of, or construction of improvements on the aforementioned property, agree(s), if requested by the Lender or someone acting on behalf of said Lender, to fully cooperate in adjusting for clerical errors, on any or all loan closing documentation 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 (FNMA), Government National Mortgage Association (GNMA), Freddie Mac (FHLMC), Department of Housing and Urban Development, Department of Veterans Affairs or any municipal bonding authority.

The undersigned borrower(s) do hereby so agree and covenant as aforesaid in order to assure that the loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan.

Dated effective this _____ day of _____, _____.

KATHLEEN WHAY

DATE

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this _____ (date)
by KATHLEEN WHAY.

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)

AFFIDAVIT OF OCCUPANCY

STATE OF SOUTH CAROLINA }
COUNTY OF Colleton } SS.
609 Proctor St
Walterboro, SC 29488

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths personally appeared: Kathleen Whay

("Affiants") who, upon being duly sworn, depose and say as follows:

1. Affiants hereby certify that, upon taking title to the real property described above, their occupancy status will be as follows:
- [x]

1.1

Primary Residence: At least one borrower will occupy, establish, and use the Property identified above as my/our principal residence within 60 days after the execution of the Security Instrument and shall continue to occupy the Property as my/our principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing.
- []

1.2

Second Home: At least one borrower will occupy the property as a second home (vacation, etc) while maintaining a principal residence elsewhere.
- []

1.3

Investment Property: Not owner occupied. Purchased as an investment to be held or rented.
- [x]

1.4

REFINANCES ONLY 609 Proctor St, Walterboro, SC 29488
I/We the undersigned certify that the property referenced above is NOT currently listed for sale or under contract to be listed for sale.

I/We the undersigned acquired the property on _____, _____.

2. Affiants acknowledge that this Affidavit of Occupancy is given as a material inducement to cause: **CrossCountry Mortgage, LLC**

to make a mortgage loan to Affiants and that any false statements, misrepresentations or material omissions shall constitute a breach of the Affiant's obligation to: **CrossCountry Mortgage, LLC**

and that all the provisions of the mortgage indenture concerning default on the Promissory Note will thereupon be in full force and effect.
3. Affiants further acknowledge that they have read and understand the following:
18 United States Code Section 1014:
"Whoever knowingly makes any false statement or report,...for the purpose of influencing in any way the action of...any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, any Federal home loan bank, the Federal Housing Finance Board, the Federal Deposit Insurance Corporation, the Farm Credit System Insurance Corporation, or the National Credit Union Administration Board,...upon any application,...or loan,...shall be fined not more than \$1,000,000 or imprisoned not more than 30 years or both."
4. The agreements and covenants contained herein shall survive the closing of the mortgage loan transaction.

KATHLEEN WHAY

DATE



State of SOUTH CAROLINA
County of COLLETON

Signed and sworn to (or affirmed) before me on _____ (date) by KATHLEEN WHAY.

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)



TAX RECORD INFORMATION SHEET

THIS FORM MUST BE COMPLETED BY TITLE OFFICER, ESCROW OFFICER AND/OR CLOSING ATTORNEY AND SIGNED BY SAME.

THIS SHEET MUST BE COMPLETELY FILLED OUT OR IT WILL BE RETURNED FOR COMPLETION.

INSTRUCTIONS FOR COMPLETION OF TAX RECORDS:

- 1. Tax legal description must be exactly as shown on tax records.
- 2. Show **only** all taxing authority where we are escrowing for payment.
- 3. Tax bills & information are obtained from this sheet. Therefore, it must be completed in full. Include any Assessments, Municipal Utility Districts, Ground Rents, etc. that are escrowed for payment.

The following information is Certified by: Aaron Josker
DATE LOAN CLOSED: June 9, 2025 TITLE/ESCROW/CLOSING ATTORNEY

REFINANCE [☒]Yes [☐]No
LOAN # 1034000160866
BORROWER(S) NAME: Kathleen Whay

TAXES FOR CURRENT YEAR LISTED IN NAME OF: Kathleen Whay

PROPERTY ADDRESS: 609 Proctor St
Walterboro, SC 29488

CURRENT TAX ASSESSMENT BASED ON:
[☐]ACREAGE [☐]VACANT [☐]PARTIAL CONSTRUCTION [☐]COMPLETE CONSTRUCTION
LEGAL DESCRIPTION:
SECTION _____ BLOCK _____ LOT(S) _____ TRACT _____
MAP _____ UNIT# _____ TWNSHP _____ RANGE _____
SUBDIVISION _____
METES & BOUNDS [☐]YES [☐]NO

TYPE OF TAX County Tax LAST AMOUNT PAID _____
CURRENT TAXES PAID THRU DATE _____ NEXT DUE DATE _____
NEXT AMOUNT DUE _____ -THIS AMOUNTS IS [☐]ESTIMATE [☐]ACTUAL
PAYMENT FREQUENCY:
[☐]ANNUAL [☐]SEMI-ANNUAL [☐]QUARTERLY [☐]TRI-ANNUAL
TAXING AUTHORITY NAME & ADDRESS: _____ PARCEL/PROPERTY ID/TMS #
_____ 163-15-00-118.000
_____ PARCEL/PROPERTY ID/TMS #

TYPE OF TAX _____ LAST AMOUNT PAID _____
CURRENT TAXES PAID THRU DATE _____ NEXT DUE DATE _____
NEXT AMOUNT DUE _____ -THIS AMOUNTS IS [☐]ESTIMATE [☐]ACTUAL
PAYMENT FREQUENCY:
[☐]ANNUAL [☐]SEMI-ANNUAL [☐]QUARTERLY [☐]TRI-ANNUAL
TAXING AUTHORITY NAME & ADDRESS: _____ PARCEL/PROPERTY ID/TMS #
_____ PARCEL/PROPERTY ID/TMS #

TYPE OF TAX _____ LAST AMOUNT PAID _____
CURRENT TAXES PAID THRU DATE _____ NEXT DUE DATE _____
NEXT AMOUNT DUE _____ -THIS AMOUNTS IS [☐]ESTIMATE [☐]ACTUAL
PAYMENT FREQUENCY:
[☐]ANNUAL [☐]SEMI-ANNUAL [☐]QUARTERLY [☐]TRI-ANNUAL
TAXING AUTHORITY NAME & ADDRESS: _____ PARCEL/PROPERTY ID/TMS #
_____ PARCEL/PROPERTY ID/TMS #



TYPE OF TAX _____	LAST AMOUNT PAID _____
CURRENT TAXES PAID THRU DATE _____	NEXT DUE DATE _____
NEXT AMOUNT DUE _____	-THIS AMOUNTS IS []ESTIMATE []ACTUAL
PAYMENT FREQUENCY:	
[]ANNUAL []SEMI-ANNUAL []QUARTERLY []TRI-ANNUAL	
TAXING AUTHORITY NAME & ADDRESS:	PARCEL/PROPERTY ID/TMS #
_____	_____
_____	PARCEL/PROPERTY ID/TMS #
_____	_____

TYPE OF TAX _____	LAST AMOUNT PAID _____
CURRENT TAXES PAID THRU DATE _____	NEXT DUE DATE _____
NEXT AMOUNT DUE _____	-THIS AMOUNTS IS []ESTIMATE []ACTUAL
PAYMENT FREQUENCY:	
[]ANNUAL []SEMI-ANNUAL []QUARTERLY []TRI-ANNUAL	
TAXING AUTHORITY NAME & ADDRESS:	PARCEL/PROPERTY ID/TMS #
_____	_____
_____	PARCEL/PROPERTY ID/TMS #
_____	_____

SETTLEMENT AGENT _____



USA PATRIOT ACT INFORMATION FORM
Customer Identification Verification

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 every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants may also be asked to show their driver's license or other identifying documents.

THE FOLLOWING CUSTOMER INFORMATION MUST BE OBTAINED TO BE IN COMPLIANCE WITH THE USA PATRIOT ACT. THIS INFORMATION MUST BE RETAINED FOR FIVE YEARS AFTER THE ACCOUNT IS CLOSED.

Borrower Name: Kathleen Whay

Date of Birth: August 14, 1946

Residential Address: 609 Proctor St
Walterboro, SC 29488

Tax Identification Number (SSN): 250-78-2760

COMPLETE A SEPARATE FORM FOR EACH BORROWER.

FORMS OF IDENTIFICATION: Only One form of Verification is Required.

First Document List –	Country/State of Origin	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> U.S. Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Second Document List –	Name of Issuer on Form	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Govt			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Non-U.S./Canadian Driver License				
<input type="checkbox"/> Most Recent Signed Tax Returns ¹	<input type="checkbox"/> Fed <input type="checkbox"/> State	TIN:		
<input type="checkbox"/> Property Tax Bill		APN:		
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank/Investment/Loan Statements ¹				
<input type="checkbox"/> Paycheck stub with name ¹				
<input type="checkbox"/> Most Recent W-2 ¹				
<input type="checkbox"/> Home/car/renter insurance papers				
<input type="checkbox"/> Recent utility bill				

¹ Do not verify identity with documents that illustrate income and/or assets if the documentation type for this loan precludes collection of such documentation.

Comments: _____

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the Borrower.

Signature

Date

Printed Name

Printed Title

FUNDING WORKSHEET

Loan #:

1034000160866

Borrower(s):

Kathleen Whay

Date:

06/09/2025

Property Address:

609 Proctor St
Walterboro, SC 29488

Investor	
Investor Name:	Investor Loan #:
Commitment #:	

Funding/Closing	
Funder Name:	Clear To Close: 06/06/2025
Sent To Funder: 06/13/2025	Cleared By: Andrew Skoviak
Funding Type:	Funds Ordered:

Funding Source/Warehouse Bank	
Funding Source:	Collateral Sent:
Funder URL:	Funds Released:
Funds Sent:	Release #:

Escrow Company/Attorney	
Escrow #:	Phone: 888-510-0932
Company Name: Timios, Inc	Fax:
Address: 5716 Corsa Ave, Ste 201	ABA #: 267090594
City: Westlake Village	Account #: 9856262528
State/Zip: CA 91362	For Credit To:
Contact Name: Plano Team	Further Credit To:

Title Company	
Title #: 08-02586662	Phone: 888-510-0932
Company Name: Timios, Inc.	Fax:
Address: 5716 Corsa Ave, Ste 102	ABA #:
City: Westlake Village	Account #:
State/Zip: CA 91362	For Credit To:
Contact Name: Aaron Josker	Further Credit To:

Funding Overview			
Loan Amount:	\$ 70,000.00	Total Deductions:	\$ 4,101.14
Overwire Amount:	\$	Wire Transfer Amount:	\$ 66,423.86
Lender Credits:	\$ 525.00		

Line #	Fee Description	Payee	Paid By	Paid To	Amount
A.02.	Underwriting Fees	CrossCountry Mort	Borrower	Lender/Other	895.00
A.01.	2.956 % of Loan Amount (Points)	CrossCountry Mort	Borrower	Lender/Other	2,069.20
B.01.	Appraisal Fee	BlueBird Valuatio	Borrower	Lender/Other	600.00
B.02.	Credit Report	Factual Data	Borrower	Lender/Other	265.00
B.03.	Flood Certification	CoreLogic	Borrower	Lender/Other	5.00
F.03.	Prepaid Interest	CrossCountry Mort	Borrower	Lender/Other	266.94



When recorded, return to:
First American Mortgage Solutions C/O
CrossCountry Mortgage, LLC
1795 International Way
Mail Stop: 142-C
Idaho Falls, ID 83402

This document was prepared by:
Tina Ward
CrossCountry Mortgage, LLC
2160 Superior Avenue
Cleveland, OH 44114
877-336-5206

Title Order No.: 08-02586662

LOAN #: 1034000160866 _____ [Space Above This Line For Recording Data] _____

MORTGAGE

MIN 1007191-0004028478-6

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) “Borrower” is KATHLEEN MCCLENON WHAY, UNMARRIED WOMAN

currently residing at 609 Proctor St, Walterboro, SC 29488.

Borrower is the mortgagor under this Security Instrument.

(B) “Lender” is CrossCountry Mortgage, LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender’s address is 2160 Superior Avenue, Cleveland, OH 44114.

The term “Lender” includes any successors and assigns of Lender.

(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.

Documents

(D) “Note” means the promissory note dated June 9, 2025, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower’s written pen and ink signature, or (ii) electronic form, using Borrower’s adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender

SEVENTY THOUSAND AND NO/100*****

***** Dollars (U.S. \$70,000.00) plus interest. Each

Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than July 1, 2055.



(E) “**Riders**” means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ 1-4 Family Rider
- ☐ Planned Unit Development Rider
- ☐ V.A. Rider
- ☒ Other(s) [specify]
Manufactured Home Rider, Manufactured Home Affidavit of Affixation

(F) “**Security Instrument**” means this document, which is dated **June 9, 2025**, together with all Riders to this document.

Additional Definitions

(G) “**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.

(H) “**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.

(I) “**Default**” means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower’s direction or with Borrower’s knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) “**Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) “**Electronic Signature**” means an “Electronic Signature” as defined in the UETA or E-SIGN, as applicable.

(L) “**E-SIGN**” means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) “**Escrow Items**” means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(N) “**Loan**” means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(O) “**Loan Servicer**” means the entity that has the contractual right to receive Borrower’s Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(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) “**Mortgage Insurance**” means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) “**Partial Payment**” means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) “**Periodic Payment**” means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) “**Property**” means the property described below under the heading “TRANSFER OF RIGHTS IN THE PROPERTY.”

(U) “**Rents**” means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) “**RESPA**” means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, “RESPA” refers to all requirements and restrictions that would apply to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

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

(X) “**UETA**” means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and

the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to 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** of **Colleton**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 163-15-00-118.000

which currently has the address of **609 Proctor St, Walterboro** [Street] [City]

South Carolina **29488** ("Property Address");
[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 subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific South Carolina state requirements to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan



modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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 Loan, and



may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.



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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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 Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will 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 will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice



of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in



writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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 Note 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 Note). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.



(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of South Carolina. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property



inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless



Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

(b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

27. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument will become null and void. Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. 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.

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

29. Future Advances. The lien of this Security Instrument will secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest, attorneys' fees, and court costs. Interest or discount may be deferred, accrued or capitalized.

30. 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 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 will 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 or to a consumer credit transaction as defined in Section 37-1-301(11) of the South Carolina Code of Laws.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Signed, sealed, and delivered in the presence of:

Witness

Witness

KATHLEEN WHAY (Seal) DATE

State of South Carolina
County of COLLETON

The foregoing instrument was acknowledged before me this _____ (date) by KATHLEEN WHAY.

(Official Seal)

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)

Lender: CrossCountry Mortgage, LLC
NMLS ID: 3029
Loan Originator: Maria Snyder
NMLS ID: 1863896

LOAN #: 1034000160866

MANUFACTURED HOME RIDER TO THE MORTGAGE/
DEED OF TRUST/TRUST INDENTURE
OR OTHER SECURITY INSTRUMENT

This Rider is made this **9th** day of **June, 2025** and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **CrossCountry Mortgage, LLC, a Limited Liability Company**

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at **609 Proctor St, Walterboro, SC 29488**

(Property Address)

LEGAL DESCRIPTION:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 163-15-00-118.000

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

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):
New _____ Used ☒ Year **2005** Length **27** Width **120**
Manufacturer/Make **Southern Estates/Southern Estates**
Model Name or Model No. **ES-215**
Serial No. **DESAL-0944-AB ES-215**
Serial No. _____
Serial No. _____
Serial No. _____
Certificate of Title Number _____ ☒ No Certificate of Title has been issued.

B. ADDITIONAL COVENANTS OF BORROWER:
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under state and local law.



LOAN #: 1034000160866

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

C. RESPONSIBILITY FOR IMPROVEMENTS:

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

D. INVALID PROVISIONS:

If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.

<hr/>	(Seal)
KATHLEEN WHAY	DATE



This document was prepared by:
Tina Ward
CrossCountry Mortgage, LLC
2160 Superior Avenue
LOAN #: 1034000160866

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF SC

COUNTY OF Colleton

This Manufactured Home Affidavit of Affixation is made this **9th** day of **June, 2025** and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) of the same date given by the undersigned (the “Borrower” or “Homeowner”) to secure Borrower’s Note to **CrossCountry Mortgage, LLC, a Limited Liability Company**

(“Lender”).

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

“Homeowner” being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home (“Home”) described as follows:

New _____ Used X Year 2005 Length 27 Width 120

Manufacturer/Make Southern Estates/Southern Estates

Model Name or Model No. ES-215

Serial No. DESAL-0944-AB ES-215

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) NTA1351462 / NTA1351463

Certificate of Title Number _____

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 1034000160866

3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
609 Proctor St, Walterboro

Colleton, SC 29488

(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS "EXHIBIT A".**

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immovable fixture and a permanent improvement to the Land.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 1034000160866

9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.
10. The Home is subject to the following security interests (each, a "Security Interest"):

_____ Name of Lienholder	_____ Name of Lienholder
_____ Address:	_____ Address:
_____ Original Principal Amount Secured: \$	_____ Original Principal Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
 - (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
 - (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
 - (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:
- ☐ A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 1034000160866

- ☐ B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- ☐ C. The manufacturer's certificate of origin and/or certificate of title to the Home
☐ shall be ☐ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

Witnesses:

KATHLEEN WHAY

(Seal)

DATE

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 1034000160866

**State of South Carolina
County of COLLETON**

**Signed and sworn to (or affirmed) before me on this _____
(date) by KATHLEEN WHAY.**

(Official Seal)

**(Signature of Person Taking
Acknowledgement)**

(Title or Rank)

(Serial Number, if any)

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 1034000160866

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immovable fixture and not as personal property.

CrossCountry Mortgage, LLC, a Limited Liability Company

Lender

Maria Snyder

By: Authorized Signature

**State of South Carolina
County of COLLETON**

Signed and sworn to (or affirmed) before me on this _____
(date) by MARIA SNYDER OF CROSSCOUNTRY MORTGAGE, LLC.

(Official Seal)

(Signature of Person Taking
Acknowledgement)

(Title or Rank)

(Serial Number, if any)

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



NOTICE OF RIGHT TO CANCEL

Borrower(s): Kathleen Whay

Mailing Address: 609 Proctor St, Walterboro, SC 29488

Security interest in property described as: 609 Proctor St
Walterboro, SC 29488

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is
June 9, 2025 ; or
- (2) the date you received your Truth-In-Lending disclosures;
or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

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

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at
CrossCountry Mortgage, LLC
2160 Superior Avenue
Cleveland, OH 44114

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of June 12, 2025 (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

KATHLEEN WHAY

DATE

Joint owners of the property subject to the security interest may have the right to rescind the transaction. The exercise of this right by one owner shall be effective as to all owners.

I/We acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL.

KATHLEEN WHAY

DATE



NOTICE OF RIGHT TO CANCEL

Borrower(s): Kathleen Whay

Mailing Address: 609 Proctor St, Walterboro, SC 29488

Security interest in property described as: 609 Proctor St
Walterboro, SC 29488

YOUR RIGHT TO CANCEL

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or
- (3) the date you received this notice of your right to cancel.

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

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I WISH TO CANCEL

KATHLEEN WHAY

DATE

Joint owners of the property subject to the security interest may have the right to rescind the transaction. The exercise of this right by one owner shall be effective as to all owners.

I/We acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL.

KATHLEEN WHAYDATE



BORROWER CONSENT TO THE USE OF TAX RETURN INFORMATION

Borrower(s): **Kathleen Whay**

Date: **June 9, 2025**

Loan Number: **1034000160866**

Property Address: **609 Proctor St
Walterboro, SC 29488**

Lender: **CrossCountry Mortgage, LLC**

I/We, **Kathleen Whay**

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; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws.

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.

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

KATHLEEN WHAY

DATE



FIRST PAYMENT LETTER

CrossCountry Mortgage, LLC

LOAN NO.: 1034000160866
DATE: June 9, 2025
BORROWER(S): Kathleen Whay

ADDRESS: 609 Proctor St, Walterboro, SC 29488

We are pleased to have you as a mortgage loan customer. The following is a breakdown of your initial monthly payment:

Principal and Interest	\$ 495.46
Estimated Taxes	\$
Hazard Insurance	\$
Flood Insurance	\$
Mortgage Insurance	\$
City Property Tax	\$
	\$
	\$
	\$
	\$
TOTAL MONTHLY PAYMENT	\$ 495.46

Your first regular payment is due August 1, 2025.

- Partial Payments:
- ☐ Your lender may accept partial payments you make and apply such payments to your loan.
 - ☐ Your lender may hold partial payments in a separate account until you pay the remainder of the payment, and then apply the full periodic payment to your loan.
 - ☒ Your lender will not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

The outstanding principal balance at the time of this letter is \$70,000.00.

The current interest rate is 7.625 %.

Your loan DOES NOT have a prepayment penalty.

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:

- U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

For additional information regarding your loan please contact: CrossCountry Mortgage, LLC
at 877-336-5206.

We hereby acknowledge receiving a copy of this letter.

We are aware that the total monthly payment may be subject to change each year due to increases or decreases in annual taxes and/or insurance premiums and when applicable, adjustments in accordance with the adjustable rate mortgage provisions of the Note.

KATHLEEN WHAYDATE



DATE _____ CHECK _____ CASH _____ AMT. _____	MORTGAGE ACCOUNT NO. 1034000160866	PAYMENT DUE DATE 09/01/2025	IF NOT RECEIVED BY 09/16/2025
	Kathleen Whay CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114	AMOUNT DUE \$495.46	a late fee of \$24.77 will be charged.
		USE FOR ADDL. AMOUNTS	
		PRINCIPAL	
		OTHER	
ESCROW			
TOTAL			

PROPERTY ADDRESS:
609 Proctor St, Walterboro, SC 29488

COUPON MUST ACCOMPANY PAYMENT

DATE _____ CHECK _____ CASH _____ AMT. _____	MORTGAGE ACCOUNT NO. 1034000160866	PAYMENT DUE DATE 08/01/2025	IF NOT RECEIVED BY 08/16/2025
	Kathleen Whay CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114	AMOUNT DUE \$495.46	a late fee of \$24.77 will be charged.
		USE FOR ADDL. AMOUNTS	
		PRINCIPAL	
		OTHER	
ESCROW			
TOTAL			

PROPERTY ADDRESS:
609 Proctor St, Walterboro, SC 29488

COUPON MUST ACCOMPANY PAYMENT