



## Following are closing documents for:

FRANK MATCOVICH

Application #: 1004960827

Closing Date: 06/16/2025

**\*\*IMMEDIATELY UPON RECEIVING THE CLOSING DOCUMENTS\*\***

### Review Closing Documents for Accuracy

**NO cross outs, changes or handwritten notes are permitted on the closing documents.**

- Review pages 1 - 3 of the Equity Document Checklist.
- **Important!** If instructions are not completed correctly, funding is delayed.

Call the Closing Hotline immediately at **1-877-225-0348** if:

- the closing did **not** take place on the scheduled day.
- information is inaccurate.
- you have questions.

### On the Closing Day

1. Follow all Know Your Customer Procedures.
2. All closing documents must be signed and if applicable, notarized.
3. Immediately **after** all documents are signed, go into the Home Equity Lending Portal to review and complete the closing checklist. If one of the checkboxes is unable to be clicked due to a missing document/information, please contact the Home Equity Closing Hotline for assistance.

Note: Do **Not** complete the closing checklist until the customer signs the closing documents.

- **Important! If this step is not completed correctly...**

- funding to the customer is delayed.
- the Branch Operation Scorecard is impacted.

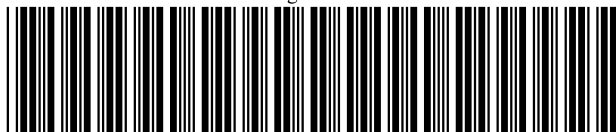
\* \* \* \* \*

In addition to the Line Recap Sheet, please send **only** signed closing documents to Loan Servicing in FedEx envelope to 1 Citizens Drive, East Providence, RI 02915 RTL-330.

NICHOLAS BELL (NMLS #: 929217)

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BANK USE ONLY  
KEEP IN FILE

## LINE RECAP SHEET

Operations Use Only

Type HOME EQUITY LINE OF CREDIT

Acct # 0000004547418429

Source PHONE OUTBAOUND - COLD

Collateral Code \_\_\_\_\_

Title Company Name **ACCURATE GROUP, LLC**

App # **1004960827**

Branch # **CAH\_CLOSE AT HOME**

## BORROWER INFORMATION

Name

**FRANK MATCOVICH**

Street

**434 KAPALUA LP**

City, State, ZIP

**LITTLE RIVER, SC 29566**

Date of Birth **11/13/1961**

SSN **077-58-9219**

Home Phone **(917) 837-9464**

Work Phone

Employer

**ALPINE ASSOCIATES**

Mailing Address **434 KAPALUA LP, LITTLE RIVER, SC 29566**

Name

Street

City, State, ZIP

Date of Birth

SSN

Home Phone

Work Phone

Employer

## Title Owners:

**FRANK MATCOVICH AND DEBRA MATCOVICH;**

Balance	Margin	APR
All Balances	<b>0.650%</b>	<b>8.150%</b>

**Note Date 06/16/2025**

**Index 7.500%**

Disbursement Date **06/23/2025**

Rescission Date **06/20/2025**

Maturity Date **06/23/2050**

P & I ☐ I Only ☒

## Flood Information

Flood Zone **No**

Map Community Name **HORRY COUNTY**

Map Community Number **450104**

Map Date **12/16/2021**

## Property Information

Collateral Address: **434 KAPALUA LP**

**LITTLE RIVER, SC 29566**

County **HORRY**


LTV: **63.755**

Appraised Value: **\$379,000.00**

Date of Appraisal: **05/29/2025**

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**Disbursements**

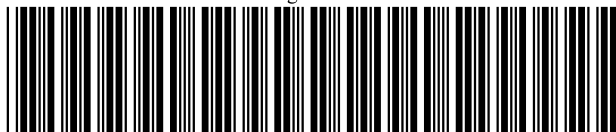
\$100,000.00	Credit Limit
\$	Customer Advance
	Amount paid to others on my behalf
+ \$	Amount received from borrower
- \$	Total fees to be paid by borrower
- \$100,000.00	Undisbursed Funds

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## EQUITY DOCUMENT CHECKLIST AND CLOSING INSTRUCTIONS

This is a required document as part of the closing package.

**For closing questions, please call 1-877-225-0348**

Application # **1004960827**

Borrower(s) **FRANK MATCOVICH**

NEW: IMPORTANT CLOSING CONFIRMATION INSTRUCTIONS (to ensure timely disbursement)

- Clearly print and complete the colleague details below
- Scan the first page of this closing checklist to the Home Equity Folder so you can access and upload to BLEND
- Upload to the documents tab in the customers file. Select Document type **General Loan Acknowledgment Disclosure** and upload this page to that document selection.
- Once uploaded, this action confirms the closing and initiates disbursement.
- CRITICAL: Send original signed loan file to Loan Servicing in the FedEx Envelope to 1 Citizens Drive, Riverside, RI 02915 RTL -330

If you cannot complete the closing for any reason, contact the Home Equity Closing Hotline for assistance. 1-877-225-0348.

Colleague who closed the loan:

Colleague Name \_\_\_\_\_ Employee # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Clearly Print Name and Employee #)

**Documents listed below and marked with an X are in this closing package. The Banker will confirm each document by placing a check mark in the correlating box.**

**Attention Banker/Notary: Please provide the customer with their new HELOC account number which can be found at the top of the Line Recap Sheet and in the Customer Information section on the Auto Debit Authorization form.**

**Please provide a copy of the full closing package to all parties signing the documents.**

Branch	In File
<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>Recap Sheet</b> - Review for accuracy prior to closing
<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>HELOC Agreement</b> - Signed by all borrowers. Note - Please provide a copy of the agreement to all non-borrowing owners
<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>Auto Debit Authorization</b> - This form is included in every closing package. Refer to Equity Closing Instructions on next page.
<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>Mortgage</b> - Signed by all Title owners of the property.
<input type="checkbox"/>	<input type="checkbox"/> <b>Master Mortgage</b> - Copy to Title owner
<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>Individual Acknowledgment*</b> - Notarized by Branch
<b>*Important Tips to Avoid an Exception:</b> "SS" is commonly mistaken for social security number. <b><u>Do Not</u></b> write customer's social security number on this public document. <b><u>Leave "SS" blank.</u></b> Instead, enter the <i>type of identification</i> used as evidence of identification (do not have the borrower(s) sign on the blank line). <b><u>Do Not</u></b>	

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disclose driver's license or passport number on this document and avoid including a copy of these documents in this file.

- ☐ ☐ **Power Of Attorney Acknowledgment** - Signed by Attorney-In-Fact & Notarized by Branch
- ☐ ☐ **POA Affidavit and Indemnification HE** - Signed by Attorney-In-Fact & Notarized by Branch
- ☐ ☐ **Trustee Certificate** - Signed by Trustee(s) & Notarized by Branch
- ☐ ☐ **Authorization for Loan - Line Payoff** - Signed by all borrowers
- ☐ ☐ **Notice Of Special Flood Hazard** - Signed by all borrowers
- ☐ ☒ **Right To Cancel** - Signed by all Applicants and Title owner(s) of the property. Signed by non-owner spouse NH property.
- ☐ ☒ **Home Equity Title Attorney Disclosure** - Signed by all borrowers
- ☐ ☒ **Limited Power Of Attorney** - Signed by Title owner(s)
- ☐ ☐ **Property Condition Certificate** - Signed by all borrowers
- ☐ ☒ **W-9 Form** - Signed by all borrowers
- ☐ **Other:**
- ☐ ☐ **FOR LOAN OPERATIONS USE ONLY: PROPERTY IS REGISTERED LAND. Send 2 Mortgages for recording.**



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## EQUITY CLOSING INSTRUCTIONS

Branch

- ☐ 1) **Identification Information (Do not include a copy of the ID in the file)**
- Scan ID(s) under UV light
  - ID(s) must be current, not expired
  - For all signers, record all
    - Type of ID
    - State of ID
    - Issue date of ID
    - ID number
    - Expiration date of ID
  - Record here: \_\_\_\_\_
- 
- To view acceptable forms of ID, see DASY article "Identification for New Accounts"
- ☐ 2) **Adding or removing Auto Debit at the closing impacts the customer's rate. The Closing Hotline must be contacted at 1-877-225-0348 to make a change or if corrections are needed.**
- Choose one by checking the applicable box:**
- ☐ **Borrower DOES NOT want Auto Debit.** Shred forms, do not include auto debit form in closing package.
- ☐ **Auto Debit from Citizens.** Confirm all pre-printed information, must be signed by one borrower.
- ☐ **Auto Debit from another financial institution.** Complete in its entirety, must be signed by one borrower.
- ☐ 3) **Confirm the method of disbursement, the disbursement account number, and the auto debit account number listed below. If the information is incorrect, immediately call the Closing Hotline at 1-877-225-0348.**
- ☐ - Disbursement Type Ind:
- ☐ - Disbursement Account Number:
- ☐ - Auto Debit Account Number: 30998743
- ☐ 4) **Verify all documents are signed by borrower(s) and notarized by the branch (if applicable)**
- ☐ 5) **Original Power Of Attorney (if applicable)**
- Include the original (unrecorded) POA or if POA is already recorded, provide a copy of the recorded POA in the closing package
  - Original (recorded) POAs will be returned to the borrower(s) once the recording has taken place
- Note: For registered land, the original (recorded) POA is not returned to the Bank after recording; therefore, we are unable to send it to the borrower(s)**
- ☐ 6) **Original Subordination (if applicable)**
- ☐ 7) **For web applications with eStatement consent only. Verify that the customer has enrolled in online banking for eStatement access. Confirm the customer understands eStatements can only be accessed in online banking and that they can set up eStatement notifications. The customer can unenroll at any time using the unenrollment feature in online banking.**
- ☐ 8) **Other:** \_\_\_\_\_

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- ☐ 9) Provide a copy of the full closing package to all parties signing the documents
- ☐ 10) Branch Sign Offs Required:
  - Checklist completed by: \_\_\_\_\_
  - Checklist reviewed by: \_\_\_\_\_
- ☐ 11) Send file to Loan Servicing in the FedEx Envelope to 1 Citizens Drive, Riverside, RI 02915 RTL-330





## AUTO DEBIT AUTHORIZATION

**MATCOVICH**  
Loan #: **1004960827**

By using Auto Debit, offered through the bank named below, your monthly payment selection will be automatically deducted from the account designated below on the payment due date for your home equity line of credit (HELOC) account. To enroll, please complete all fields and read the form carefully. Information contained in this authorization form will be used by Citizens Bank, N.A. (Citizens) and your financial institution to complete the enrollment process. For a new HELOC, your Auto Debit will begin with your first payment. For an existing HELOC, please continue to make any payments that are due until you see the Auto Debit appear on your debiting statement or you receive confirmation that the Auto Debit set up is complete. Your HELOC must be current in order to enroll in Auto Debit. If, for any reason, Citizens is unable to deduct payments from your designated account, you will still be required to remit your monthly payment amount.

CUSTOMER INFORMATION	FINANCIAL INSTITUTION INFORMATION
LOAN ACCOUNT NO: 0000004547418429	FINANCIAL INSTITUTION NAME: CITIZENS BANK OF RHODE ISLAND
CUSTOMER NAME: FRANK MATCOVICH	ADDRESS:
STREET ADDRESS: 434 KAPALUA LP	CITY, STATE, ZIP:
CITY, STATE, ZIP: LITTLE RIVER, SC 29566	NAME(S) ON WITHDRAWING ACCOUNT:
CO BORROWER NAME:	FINANCIAL INSTITUTION ACCT. NO. 30998743 Type: Checking
STREET ADDRESS:	FINANCIAL INSTITUTION ROUTING NO. (9 DIGITS):
CITY, STATE, ZIP:	ACCOUNT TYPE: <input checked="" type="checkbox"/> Checking Account
*Auto Debit is not accepted for amounts less than the minimum monthly payment due under the Contract and only one Auto Debit is made per month.	<input type="checkbox"/> Savings Account (Verify with your financial institution that your savings account may be used for Auto Debit)

**PLEASE NOTE: Failure to provide requested information could affect the timely setup of the Auto Debit transfer.**

I authorize Citizens to initiate recurring, automatic electronic fund transfers ("automatic transfer") from the checking or savings account ("Account") indicated above to pay my Citizens HELOC account. The amount of the automatic transfer from my Account will equal the regularly scheduled minimum payment on my periodic statement. I understand that Citizens will process my request upon receipt of this form, and send me written confirmation as to when the automatic transfers will begin. Until I receive written confirmation from Citizens, I understand that I should continue making my HELOC payments. The automatic transfer will be deducted from my Account on the payment due date shown on my statement. If your payment falls on a weekend or holiday, the automatic transfer will occur on the next business day after the due date shown on your statement. This authorization will remain in effect until either: (1) all payments required by my Home Equity Line of Credit Agreement, except final payment, have been made (you will receive a statement for the final payment) or (2) Citizens has received written notification from me of its termination. **Please refer to the Pre-authorized Payments section of this Auto Debit Authorization form on how to terminate Auto Debit as well as for other important disclosure information.** Citizens Bank reserves the right to terminate this agreement at any time with written notice to me.

CUSTOMER'S SIGNATURE	DATE
X	

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Bank Copy

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**JUNE 13, 2025**



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**IMPORTANT AUTO DEBIT DISCLOSURE INFORMATION**

**Your Initial Resolution Notice:** In case of errors, questions about your electronic transfer or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt call us at 800-708-6680 or write to us at the address below as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any)
- 2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 calendar days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**In the case of Unauthorized Transfers:** If you believe that someone has transferred or may transfer money from your account without your permission, please contact us at 800-708-6680 or write:

Citizens  
Consumer Loan Servicing  
One Citizens Bank Way, JCB212  
Johnston, RI, 02919


**Pre-authorized Payments:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 800-708-6680 or write to us at Citizens Consumer Loan Servicing, One Citizens Bank way, JCB212, Johnston, RI, 02919 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Liability for Failure to Stop Payment of Preauthorize Transfers:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Financial Institution's Liability:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if, through no fault of ours, you do not have enough money in your account to make the transfer; if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or there may be other exceptions stated in our agreement with you.

**Confidentiality:** We will only disclose information to third parties about your account or the transfers you make: 1) where it is necessary for completing transfers; 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 3) in order to comply with government agency or court orders; or 4) if you give us your written permission.

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**WHEN RECORDED MAIL TO:**  
**CITIZENS**  
**ATTN: CONSUMER LOAN**  
**OPERATIONS**  
**ONE CITIZENS BANK WAY,**  
**JCB216**  
**JOHNSTON, RI 02919**

**PREPARED BY:**  
**AMY ALBAUGH**  
**CITIZENS**  
**ONE CITIZENS BANK WAY**  
**JOHNSTON, RI 02919**  
**(800) 894-4619**

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[Space Above This Line For Recording Data]

**MORTGAGE**  
(Line of Credit)

**MATCOVICH**  
Loan #: **1004960827**  
PIN:

THIS MORTGAGE, dated **JUNE 16, 2025**, is between **FRANK MATCOVICH AND DEBRA MATCOVICH**; residing at **434 KAPALUA LP, LITTLE RIVER, SC 29566** the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and **CITIZENS BANK, N.A.** with an address at **ONE CITIZENS PLAZA, PROVIDENCE, RI 02903** and hereinafter referred to as "you" or the "Mortgagee."


MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you, the premises located at: **434 KAPALUA LP** (Street) **LITTLE RIVER** (Municipality) **HORRY** (County) **SC** (State) **29566** (ZIP) (the "Premises") and further described as:

**SEE ATTACHED EXHIBIT A**

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

LOAN: The Mortgage will secure your loan in the maximum principal amount of **\$100,000.00** or so much thereof as may be advanced and readvanced from time to time, including future advances as provided by S.C. Code Section 29-3-50 (1976) to **FRANK MATCOVICH**, the Borrower(s) under the Home Equity Line

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**HELOC-SC Mortgage**

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of Credit Agreement and Disclosure Statement (the "Agreement") dated **JUNE 16, 2025**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **JUNE 23, 2050**. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement. The maximum amount of all indebtedness outstanding at any one time secured hereby shall not exceed one hundred fifty percent (150%) of the face amount of the Agreement plus interest thereon, all charges and expenses of collection incurred by the Mortgage, including court costs, and reasonable attorneys' fees.

TO THE EXTENT PROVIDED IN THE AGREEMENT, INTEREST OR DISCOUNT WILL BE DEFERRED, ACCRUED OR CAPITALIZED.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.


**MORTGAGOR'S IMPORTANT OBLIGATIONS:**

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit developments, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in

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coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.


(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

(g) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(h) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of

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our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(i) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.


DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such

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rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Mortgage immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Mortgage or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.


**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due after simply notifying them by first class mail to make rental payments to you.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Mortgage, and provided any obligation to make further advances under the Agreement has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **CITIZENS BANK, N.A., RJE310, 1 CITIZENS DRIVE, RIVERSIDE, RI 02915** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Agreement has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

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 PREMISES.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

\_\_\_\_\_  
- MORTGAGOR - FRANK MATCOVICH - DATE -


\_\_\_\_\_  
DEBRA MATCOVICH - DATE -

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

NICHOLAS BELL (NMLS #: 929217)  
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013841004960827

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by  
**FRANK MATCOVICH AND DEBRA MATCOVICH**;

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County, South Carolina


I certify that \_\_\_\_\_ personally appeared before me this day and  
certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction,  
signed the foregoing document as a subscribing witness, and witnessed **FRANK MATCOVICH AND DEBRA  
MATCOVICH**; sign the foregoing document.

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

\_\_\_\_\_  
Printed Name  
Notary Public

My Commission Expires: \_\_\_\_\_

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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\_\_\_\_\_ County, South Carolina


I certify that \_\_\_\_\_ personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed **FRANK MATCOVICH AND DEBRA MATCOVICH**; sign the foregoing document.

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

\_\_\_\_\_  
Printed Name  
Notary Public

My Commission Expires: \_\_\_\_\_

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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**WHEN RECORDED MAIL TO:**  
**CITIZENS**  
**ATTN: CONSUMER LOAN**  
**OPERATIONS**  
**ONE CITIZENS BANK WAY,**  
**JCB216**  
**JOHNSTON, RI 02919**

**PREPARED BY:**  
**AMY ALBAUGH**  
**CITIZENS**  
**ONE CITIZENS BANK WAY**  
**JOHNSTON, RI 02919**  
**(800) 894-4619**

---

[Space Above This Line For Recording Data]

**MORTGAGE**  
(Line of Credit)

**MATCOVICH**  
Loan #: **1004960827**  
PIN:

THIS MORTGAGE, dated **JUNE 16, 2025**, is between **FRANK MATCOVICH AND DEBRA MATCOVICH**; residing at **434 KAPALUA LP, LITTLE RIVER, SC 29566** the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and **CITIZENS BANK, N.A.** with an address at **ONE CITIZENS PLAZA, PROVIDENCE, RI 02903** and hereinafter referred to as "you" or the "Mortgagee."


MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you, the premises located at: **434 KAPALUA LP** (Street) **LITTLE RIVER** (Municipality) **HORRY** (County) **SC** (State) **29566** (ZIP) (the "Premises") and further described as:

**SEE ATTACHED EXHIBIT A**

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

LOAN: The Mortgage will secure your loan in the maximum principal amount of **\$100,000.00** or so much thereof as may be advanced and readvanced from time to time, including future advances as provided by S.C. Code Section 29-3-50 (1976) to **FRANK MATCOVICH**, the Borrower(s) under the Home Equity Line

**NICHOLAS BELL** (NMLS #: **929217**)  
**HELOC-SC Mortgage**

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of Credit Agreement and Disclosure Statement (the "Agreement") dated **JUNE 16, 2025**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **JUNE 23, 2050**. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement. The maximum amount of all indebtedness outstanding at any one time secured hereby shall not exceed one hundred fifty percent (150%) of the face amount of the Agreement plus interest thereon, all charges and expenses of collection incurred by the Mortgage, including court costs, and reasonable attorneys' fees.

TO THE EXTENT PROVIDED IN THE AGREEMENT, INTEREST OR DISCOUNT WILL BE DEFERRED, ACCRUED OR CAPITALIZED.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.


**MORTGAGOR'S IMPORTANT OBLIGATIONS:**

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit developments, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.


(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

(g) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(h) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(i) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.


DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such

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rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Mortgage immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Mortgage or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.


**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due after simply notifying them by first class mail to make rental payments to you.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Mortgage, and provided any obligation to make further advances under the Agreement has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **CITIZENS BANK, N.A., RJE310, 1 CITIZENS DRIVE, RIVERSIDE, RI 02915** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Agreement has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

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 PREMISES.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

\_\_\_\_\_  
- MORTGAGOR - FRANK MATCOVICH - DATE -


\_\_\_\_\_  
DEBRA MATCOVICH - DATE -

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

NICHOLAS BELL (NMLS #: 929217)  
HELOC-SC Mortgage

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State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by  
**FRANK MATCOVICH AND DEBRA MATCOVICH**;

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County, South Carolina


I certify that \_\_\_\_\_ personally appeared before me this day and  
certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction,  
signed the foregoing document as a subscribing witness, and witnessed **FRANK MATCOVICH AND DEBRA  
MATCOVICH**; sign the foregoing document.

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

\_\_\_\_\_  
Printed Name  
Notary Public

My Commission Expires: \_\_\_\_\_

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

 1384.40



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\_\_\_\_\_ County, South Carolina


I certify that \_\_\_\_\_ personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed **FRANK MATCOVICH AND DEBRA MATCOVICH**; sign the foregoing document.

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

\_\_\_\_\_  
Printed Name  
Notary Public

My Commission Expires: \_\_\_\_\_

**NICHOLAS BELL** (NMLS #: 929217)  
**HELOC-SC Mortgage**

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# NOTICE OF RIGHT TO CANCEL

Borrower(s): **FRANK MATCOVICH**

**MATCOVICH**  
Loan #: **1004960827**

Property Address: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

## 1. Your Right to Cancel.

We have agreed to establish an open-end credit account for you, and you have agreed to give us a security interest in your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within **THREE BUSINESS DAYS** after the latest of the following events:

- (1) the opening date of your account which is **JUNE 16, 2025**; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

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

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it 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 shown 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.

## 2. How to Cancel.

If you decide to cancel the account, you may do so by notifying us, in writing, at

**CITIZENS BANK, N.A.**  
**One Citizens Bank Way, JCB213**  
**Johnston, RI 02919**  
**In addition please call us at 888-311-1148**

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 no matter how you notify us 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 20, 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.

Joint owners of the home may have the same right to rescind. A rescission by any one owner is effective for all owners.

## I WISH TO CANCEL

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date



**RECEIPT OF NOTICE OF RIGHT TO CANCEL**

By signing below, you acknowledge that you have now received two **Notice of Right to Cancel** forms. Funds for your loan cannot be disbursed (with limited exceptions) until THREE BUSINESS DAYS\* have elapsed since the date of this acknowledgment of receipt.

\*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Date **Notice of Right to Cancel** form received: **JUNE 16, 2025**.

---

**DEBRA MATCOVICH - DATE -**



# NOTICE OF RIGHT TO CANCEL

Borrower(s): **FRANK MATCOVICH**

**MATCOVICH**  
Loan #: **1004960827**

Property Address: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

## 1. Your Right to Cancel.

We have agreed to establish an open-end credit account for you, and you have agreed to give us a security interest in your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within **THREE BUSINESS DAYS** after the latest of the following events:

- (1) the opening date of your account which is **JUNE 16, 2025**; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

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

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it 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 shown 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.

## 2. How to Cancel.

If you decide to cancel the account, you may do so by notifying us, in writing, at

**CITIZENS BANK, N.A.**  
**One Citizens Bank Way, JCB213**  
**Johnston, RI 02919**  
**In addition please call us at 888-311-1148**

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 no matter how you notify us 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 20, 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.

Joint owners of the home may have the same right to rescind. A rescission by any one owner is effective for all owners.

## I WISH TO CANCEL

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date



**RECEIPT OF NOTICE OF RIGHT TO CANCEL**

By signing below, you acknowledge that you have now received two **Notice of Right to Cancel** forms. Funds for your loan cannot be disbursed (with limited exceptions) until THREE BUSINESS DAYS\* have elapsed since the date of this acknowledgment of receipt.

\*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Date **Notice of Right to Cancel** form received: **JUNE 16, 2025**.

---

**DEBRA MATCOVICH - DATE -**



# NOTICE OF RIGHT TO CANCEL

Borrower(s): **FRANK MATCOVICH**

**MATCOVICH**  
Loan #: **1004960827**

Property Address: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

## 1. Your Right to Cancel.

We have agreed to establish an open-end credit account for you, and you have agreed to give us a security interest in your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within **THREE BUSINESS DAYS** after the latest of the following events:

- (1) the opening date of your account which is **JUNE 16, 2025**; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

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

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it 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 shown 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.

## 2. How to Cancel.

If you decide to cancel the account, you may do so by notifying us, in writing, at

**CITIZENS BANK, N.A.**  
**One Citizens Bank Way, JCB213**  
**Johnston, RI 02919**  
**In addition please call us at 888-311-1148**

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 no matter how you notify us 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 20, 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.

Joint owners of the home may have the same right to rescind. A rescission by any one owner is effective for all owners.

## I WISH TO CANCEL

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date



**RECEIPT OF NOTICE OF RIGHT TO CANCEL**

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\*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Date **Notice of Right to Cancel** form received: **JUNE 16, 2025**.

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**DEBRA MATCOVICH - DATE -**



# NOTICE OF RIGHT TO CANCEL

Borrower(s): **FRANK MATCOVICH**

**MATCOVICH**  
Loan #: **1004960827**

Property Address: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

## 1. Your Right to Cancel.

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- BORROWER - FRANK MATCOVICH - DATE -



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Property Address: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

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- BORROWER - FRANK MATCOVICH - DATE -



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Date **Notice of Right to Cancel** form received: **JUNE 16, 2025**.

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- BORROWER - FRANK MATCOVICH - DATE -





## HOME EQUITY LINE OF CREDIT AGREEMENT

**MATCOVICH**  
Loan #: 1004960827

Borrower(s): **FRANK MATCOVICH**

Lender: **CITIZENS BANK, N.A.**  
**ONE CITIZENS PLAZA**  
**PROVIDENCE, RI 02903**

---

Date of Agreement: **JUNE 16, 2025**

This HOME EQUITY LINE OF CREDIT AGREEMENT ("Agreement") contains the terms which govern your line of credit (the "Credit Line" or the "Credit Line Account") issued through **CITIZENS BANK, N.A.** as identified above and hereafter referred to as "Citizens". The Agreement sets forth the terms under which Citizens extends credit advances against your Credit Line Account. Each person who signs this Agreement will be bound by its terms and conditions and will be responsible for paying all amounts owed. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean Citizens as identified above. **You agree to the following terms and conditions:**

**1. Promise to Pay.** You promise to pay Citizens the total of all credit advances made by us under the terms of this Agreement, any other charges, and **FINANCE CHARGES** due, together with all costs and expenses for which you are responsible under this Agreement or under the equity line security instrument "Security Instrument" which secures this Agreement. You will pay your Credit Line according to the payment terms set forth below.

**2. Term.** The term of your Credit Line will begin as of the date of the Agreement ("Opening Date") and will continue until termination of your Credit Line Account. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon termination. The "Draw Period" of your Agreement will begin on a date, after the Opening Date, when the Agreement is accepted in the State of Rhode Island following the expiration of the right to cancel, and the meeting of all of our other conditions and will continue for a period of ten (10) years, subject to the terms and conditions of this Agreement. You may obtain credit advances during the "Draw Period" not to exceed, at any time, the credit limit of your line of credit, which is **\$100,000.00** and more fully described in **paragraph 5, "Credit Limit"**. After the Draw Period ends, the Repayment Period will begin; and you will no longer be able to obtain credit advances. The length of the Repayment Period is Fifteen (15) Years. The end of the Fifteen (15) Years is known as the "Maturity Date".

### **3. Payments.**

#### **a) Draw Period**

You can obtain advances of credit for ten (10) years (the "Draw Period"). You have chosen the payment option checked below. The option checked below is based on the option that was indicated on your home equity application. If no option was indicated on your application, the loan will default to Option One (Interest Only).

☒ **Option One:** Monthly interest-only payments - Under this option, your payments will be due monthly and will equal the **FINANCE CHARGES** that accrued on the outstanding principal balance during the preceding billing period, plus insurance premiums (if any), all other charges and any amount past due. The Minimum Payment will not reduce the principal that is

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outstanding on your Credit Line Account. This option will result in greater expenses over the life of the Credit Line Account.

- ☐ **Option Two:** 2% of the balance - Under this option, your payments will be due monthly and will equal 2% of the New Total Balance (which includes the principal balance and outstanding **FINANCE CHARGES** as of the end of the billing period plus insurance premiums [if any], and all other charges), plus late fees and any amount past due. The Minimum Payment will equal \$20.00 or the outstanding balance on your Credit Line Account, whichever is less.

#### **b) Changing Your Draw Period Payment Option**

You may change your Draw Period Payment Option from Option 1 to Option 2, or from Option 2 to Option 1. You must ask us in writing at least 15 days before the start of the billing cycle in which you want to change your Draw Period Payment Option.

We do not have to let you change your Draw Period Payment Option if; (i) any of your payments under this agreement are past due at the time you make your request, (ii) your account balance is higher than your credit line at the time when you ask us to change your Draw Period Payment Option, or (iii) we, in our sole discretion, believe that your account is not in good standing.

#### **c) Repayment Period**

*After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "repayment period").* During the repayment period, payments will be due monthly. Your minimum monthly payment will equal 1/180th of the balance that was outstanding at the end of the draw period plus the **FINANCE CHARGES** that have accrued on the remaining balance, plus any amount past due and all other charges or \$20.00; whichever is greater.

#### **d) Payments**

All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address on any business day will be credited to your Credit Line as of the date received **so that finance and other charges will not accrue on the amount paid. However, the Lender may delay for a reasonable time the availability of the funds until Lender has had an opportunity to confirm the validity of the payment.** Payments may also be made at any of our branch offices. You may also make payments by authorizing us to debit your Citizens checking account each month in the amount of the Minimum Payment or you can make payments using online banking or mobile banking. Payments sent by mail must be mailed early enough to insure receipt by us on the Payment Due Date.

**4. Application of Payments.** Unless otherwise agreed or required by applicable law, during the Draw Period, payments and other credits will be applied in the following order: to the oldest unpaid billings first, and then sequentially to any other unpaid billings from the oldest to the most current. Payments in excess of billed amounts will be credited to your account. During the Repayment Period, your payments will be applied in the following order, assuming that it is made by the Payment Due Date: (a) The interest portion of the unpaid Minimum Payment; and (b) any additional amount paid that exceeds interest due will next be applied to the principal portion of the unpaid Minimum Payment. If you make a payment greater than the Minimum Payment, but less than the Total Due shown on your periodic statement you will still be required to make the Minimum Payments in the months that follow. We will refund to you any credit balance upon request if there is a credit balance on the date we receive the refund request.

**5. Credit Limit.** This Agreement covers a revolving line of credit for **\$100,000.00** which will be your "Credit Limit" under this Agreement. This is the maximum credit that is to be extended to you. If the Credit Limit is exceeded, you will be in default of a material obligation under this Agreement and the provisions of **paragraph 7**, "Limitations on Use of Checks" will apply. You may

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borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you.

**6. How to Use the Credit Line.** You may obtain credit advances under your Credit Line by writing a preprinted "check" that we will supply to you. Credit Line checks are specially designated checks which can be completed just like any other check. Each check written and negotiated will create a check advance from us to you. Checks drawn on the Account on forms other than those forms supplied by us for that purpose will not be honored. Each check you write will be paid with a check advance from your Account unless you are in default under this Agreement, as described in **paragraph 23**, "Termination and Acceleration", or in those circumstances described in **paragraph 7**, "Limitations on Use of Checks." Your use of a check will be reflected on your periodic statement as a check advance. Credit Line checks will not be certified by us and you agree that we may retain the actual checks written by you, and need not return the original checks to you. You may also obtain credit advances from your Credit Line by transferring funds from your Citizens Home Equity Line of Credit to your Citizens checking account using online banking or mobile banking. We may also provide additional ways of using your Account from time to time.

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

Any such instructions will not be followed by us. However, any one of you may cancel your Credit Line under **paragraph 30**, "Cancellation by You".

**7. Limitations on Use of Checks.** We reserve the right not to honor Credit Line checks in the following circumstances:

- (a) Your Credit Limit has been, or would be, exceeded by paying the check.
- (b) Your check is post-dated. If a post-dated check is paid and as a result any other check is returned or not paid, we are not responsible, subject to any applicable law.
- (c) Your checks have been reported lost or stolen.
- (d) Your check is not signed by an "Authorized Signer" as defined below.
- (e) Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the check.
- (f) You are in violation of any other transaction requirement or would be if we paid the check.

If we pay any check under these circumstances, you must repay us, subject to applicable laws, for the amount of the check. The check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor.

**8. Authorized Signers.** The words "Authorized Signer" on checks as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, and (b) signs this Agreement.

**9. Stop Payments.** We do not honor stop payment orders for checks drawn against your Credit Line Account. You therefore should not use your Credit Line Account if you anticipate the need to stop payment. You agree that we will have no liability to you or to any other party because we do not honor stop payment orders.

**10. Lost Checks.** If you lose your checks or someone is using them without your permission, you agree to notify us immediately. The fastest way to notify us is by calling us at (800) 922-9999. You also can notify us at Citizens, Consumer Loan Servicing, One Citizens Bank Way, Johnston, RI, 02919.

**11. Charges to Your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement, under the Security Instrument or under any other document related to your Credit Line. In addition, we may charge

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JUNE 13, 2025



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your Credit Line for funds required for continuing insurance coverage as described in the **paragraph 13 (a)**, "Insurance" or as described in the Security Instrument. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph. Any credit advances referred to in this paragraph will be made in accordance with the requirements of applicable law.

**12. Collateral.** This Agreement is secured by a Security Instrument dated **JUNE 16, 2025** to us on property located in **HORRY** County, State or Commonwealth of **SOUTH CAROLINA**, (the "Property"). We have the right, but are not required to take such action as is necessary to protect our Security Interest described in this paragraph. Any amounts we may pay in exercising our right to protect our Security Interest must be paid by you on demand, and will bear interest at the **ANNUAL PERCENTAGE RATE** then applicable to your account.

**IMPORTANT NOTICE ABOUT YOUR REAL PROPERTY COLLATERAL:** If the deed to the PROPERTY you are pledging as security for this loan includes more than one parcel of land, the SECURITY INSTRUMENT you are signing will be secured by ALL parcels described in your deed. If your deed contains more than one parcel of land and you do not want to pledge all of them as security for your loan you should contact your legal representative.

**13 (a). Insurance.** You must obtain insurance on the Property securing this Agreement through any company of your choice that is reasonably satisfactory to us. The insurance may be through an existing policy of insurance owned or controlled by you, or through a policy to be obtained and paid for by you. With respect to hazard (non-flood) insurance, the property shall be insured against loss by fire, hazards included within the term "extended coverage" which include windstorm, hail, explosion (except of steam boilers), riot, civil commotion, aircraft, vehicles, and smoke for the replacement cost of the buildings or appurtenances on the Property with an industry standard deductible. You may obtain the required insurance coverage through a single or multiple insurance policies from one or more carriers. You must name **CITIZENS BANK, N.A.** as mortgagee on all required insurance policies. The insurance you maintain must provide for ten (10) days notice of cancellation to us. If the Property is located in a designated Flood Zone, you must also maintain flood insurance on the Property in an amount we disclosed to you in writing before you entered into this Agreement. Subject to applicable law, if you fail to obtain or maintain insurance as required herein or in the Security Instrument, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

In the event the Borrower fails to obtain and maintain any insurance on the Property required by the Lender, the Borrower understands and agrees that the Lender may, at its option (unless required to do so by applicable law), obtain and maintain the required insurance and pay the premium(s) for such insurance, and either: (i) add the cost of the insurance to the unpaid principal balance owed under the Agreement (in which case the Borrower agrees to repay the cost of the insurance in accordance with the repayment terms of the Agreement), (ii) bill the Borrower separately (in which case the Borrower agrees to pay the bill immediately) or we will (iii) establish escrow pursuant to **paragraph 13 (b) "Escrow"**. The Borrower agrees to pay interest on any such amounts at the interest rate provided in the Agreement until such amounts are repaid in full. The Borrower understands and acknowledges that any insurance obtained and maintained by the Lender may (i) only protect the interests of the Lender and any other creditor with a prior security instrument on the Property, and (ii) be more expensive than insurance obtained and maintained by the Borrower.

**13 (b). Escrow.** If lender determines that borrower has not paid property taxes or community associates dues/fees/assessments, or has not established insurance as required by **paragraph 13 (a) "Insurance"**, Lender may establish an escrow account pursuant to the Real Estate Settlement Procedures Act, and require borrower to pay monthly amounts into said escrow account. Borrower agrees that the escrow account payment will be in addition to the payment amounts otherwise agreed to in this Agreement.

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**JUNE 13, 2025**



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**14. Right of Setoff.** We have the right under the law to transfer funds held in any deposit account that any person who signs this Agreement has with us or an affiliated bank, to pay or reduce your obligations if you are in default under this Agreement or we terminate or accelerate your Credit Line Account. You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or set off all sums owing under this Agreement against any and all such accounts.

**15. Periodic Statements.** We will send you a periodic statement for all check advances made under this Agreement during the Draw Period and for all monthly payments due during the Repayment Period. The statement will show, among other things, payments and credits, check advances, **FINANCE CHARGES**, insurance, and other charges, your Previous Total Balance, and your New Total Balance. Your statement also will identify the Minimum Payment you must make for that billing period and the Payment Due Date. All periodic statements shall conclusively be considered to be correct and accepted by you unless we are notified in writing of any alleged errors within 60 days after receipt.

**16. FINANCE CHARGES.** You will pay a **FINANCE CHARGE** on the outstanding amount of the principal balance under your Credit Line, once each billing cycle during the Draw Period and the Repayment Period. The **FINANCE CHARGE** will begin to accrue on the date advances are posted to your Credit Line Account. There is no "grace period" which would allow you to avoid a **FINANCE CHARGE** on your Credit Line advances. **FINANCE CHARGES** do not accrue on any undisbursed proceeds.


**17. Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** We figure the **FINANCE CHARGE** on your account by applying the daily periodic rate to the average daily balance of your Credit Line Account and then multiply by the number of days in the billing cycle. To get the average daily balance, we take the total beginning balance of your Credit Line Account each day and add new advances and subtract the principal portion of any payments and credits. The beginning balance for the period is the New Principal Balance amount from your previous statement. To determine the principal portion of a payment, subtract any unpaid **FINANCE CHARGES** then insurance premiums (if any) and membership fees and other charges (if applicable). This gives us the daily principal balance each day. Then we add up all the daily principal balances for the billing cycle and divide the total by the number of days in the billing cycle (the number of days since your last statement). This gives us the average daily balance. The average daily balance does not include **FINANCE CHARGES**, insurance premiums, membership fees or other charges.

**18. How You May Compute the FINANCE CHARGES On Your Line of Credit Account.** When the average daily balance has been computed, you multiply the average daily balance by the daily periodic rate which is arrived at by dividing the **ANNUAL PERCENTAGE RATE** by the number of days in the year. The result is multiplied by the number of days in the billing cycle. This figure is the **FINANCE CHARGE** assessed for the billing cycle.

**19. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows. We start with an independent index, (the "Index"), which is *The Wall Street Journal* Prime Rate, published daily in the listing of "Money Rates." We will use the Index value published on the last business day of each month for any **ANNUAL PERCENTAGE RATE** adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement similar to the original Index and margin, and the new Index and margin will result in an **ANNUAL PERCENTAGE RATE** that is substantially similar to the rate in effect at the time the original Index becomes unavailable. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your Credit Line Account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the **ANNUAL PERCENTAGE RATE**, we multiply the Periodic Rate by the number of days in a year (daily). This result is the **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

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The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect on the first day of the next billing cycle. The maximum **ANNUAL PERCENTAGE RATE** during the Draw Period of your Credit Line will be **21.000%**. The maximum **ANNUAL PERCENTAGE RATE** during the Repayment Period of your Credit Line will be **21.000%** or the maximum rate allowed by applicable law. In no event will the **ANNUAL PERCENTAGE RATE** be less than 2.500% during the life of your Credit Line. As of the last business day of the calendar month before the date of this Agreement, the Index was **7.500%** per annum.

Based on that Index value, we estimate that the initial Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line for the first billing cycle will be as stated below: The initial Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** actually in effect during the first billing cycle, which will be disclosed on your first periodic statement, may differ from these estimates if the Index changes between the date this Agreement was printed and the date you sign this Agreement.

Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
0.650%	8.150%	0.02233%

## 20. Fixed Rate Locks

### a) General

During the Draw Period, subject to a \$5,000 minimum and the other provisions of this Amendment, you (or any one of you) may lock some or all of your outstanding principal balance into a fixed **ANNUAL PERCENTAGE RATE** (each, a "Lock"). You may have up to 3 Locks outstanding at any time. You cannot obtain a Lock if you are in default under the Agreement. You may select a Lock term of 5, 10, 15 or 20 years, though we may also make other Lock terms available in our sole discretion; provided, however, the original Lock term cannot extend beyond the Maturity Date. To obtain a Lock, we will require you to follow our standard procedure, which may include you signing a Lock request form. Each Lock will be established at a monthly Lock payment that should fully pay off the principal balance of a Lock over the selected number of years in the Lock term at the fixed **ANNUAL PERCENTAGE RATE** for the Lock (subject to **c**) and **d**) below), assuming all payments are received by us on their actual due dates. The required payment on your Lock will include the amortization of the principal amount you request to be locked and the interest that will accrue on your Lock from the date we process your Lock until your next monthly billing cycle date.

### b) Lock Fees, Prepayment and Cancellation


We may charge you a non-refundable fee of up to \$200 to establish each Lock. Ask us for our current fee to establish a Lock. We will include any fee to establish a Lock as part of the Minimum Payment shown on the first periodic statement that reflects the establishing of your Lock. You may prepay a Lock in full any time without penalty if you follow our procedures to do so, but you cannot designate partial prepayments on a Lock.

We may unilaterally cancel a Lock if you are in default under any material obligations of this Credit Line Account as provided in the Agreement, or if you are actively seeking payment assistance such as a loan modification on this Credit Line Account.

If a Lock is canceled, we will transfer the unpaid principal balance of that Lock to the balance of your Credit Line that is subject to the variable (adjustable) **ANNUAL PERCENTAGE RATE** described in the Agreement (the variable rate Credit

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Line balance is the Unlocked Balance).

**c) Determination of Lock Rate, Lock FINANCE CHARGE Accrual and Lock Payment Application Generally**

The fixed ANNUAL PERCENTAGE RATE on a Lock will likely be higher than the then current variable (adjustable) ANNUAL PERCENTAGE RATE on the variable rate Credit Line balance. The fixed ANNUAL PERCENTAGE RATE for each Lock will be established at the time you request the Lock and will be the lesser of (i) the ANNUAL PERCENTAGE RATE we are willing to offer you based on the Lock term, or (ii) the lesser of the maximum ANNUAL PERCENTAGE RATE allowed by applicable law or the 21% maximum ANNUAL PERCENTAGE RATE set forth in this Agreement.

Interest on your Lock(s) will accrue in the same manner as the interest on your Unlocked Balance as provided in the Agreement. Accrued and unpaid interest for your Lock(s) and your Unlocked Balances accrue in a single interest category and are not subdivided between interest on Locked and Unlocked Balances.

Except as expressly provided in this Paragraph, your monthly Lock payment will be applied in the same manner as provided in the Agreement for your Unlocked Balances.

**d) Minimum Monthly Lock Payments, Application of Payments**

Your periodic statement will show the total required Minimum Payment due for the billing cycle, including the monthly payment due on your Unlocked Balance and on your Lock(s) during the Draw Period and the Repayment Period. The required monthly Lock payment described in **a)** above will be in addition to the monthly payment on your Unlocked Balance calculated in accordance with the Agreement. We may include all fees, charges and costs you owe in connection with your Credit Line Account that are not part of your required monthly Lock payment in the monthly payment due on your Unlocked Balance (including, by way of example only, Lock fees, late fees, returned check fees, and Annual Fees).

If a payment is insufficient to cover the total required Minimum Payment due for the billing cycle, including the monthly payment due on your Unlocked Balance and on your Lock(s), we will apply the available payment first to accrued interest, and then to satisfy the principal payment due for the oldest outstanding balance segment on your Credit Line Account, whether Unlocked Balance or locked balances, until the payment is exhausted. Insufficient and late payments could result in a balloon payment due on the scheduled maturity date for the Lock (or, if sooner, when the full amount owed on your Credit Line Account becomes due and payable under the Agreement).

If a payment is more than sufficient to cover the total required Minimum Payment due for the billing cycle, including the monthly payment due on your Unlocked Balance and on each of your Locks, we will apply such additional payment first to satisfy the unpaid principal for the outstanding balance segment on your Credit Line Account accruing interest at the highest rate before applying payments to the segment at the next highest rate.

**e) Lock(s) and Your Credit Limit**

Your available Credit Limit will be reduced by the unpaid principal amount owed on your Unlocked Balance and on your outstanding Lock(s). As you pay down the principal balance of your Unlocked Balance and of your Lock(s), your Credit Limit during the Draw Period is replenished by the amount of such principal reduction(s).

**21. Annual Fee.** There is no Annual Fee for the first year. Thereafter, a nonrefundable Annual Fee of \$50.00 will be charged to

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your Credit Line Account on each anniversary of your Credit Line, during the Draw Period. There is no annual fee if you have the Citizens GoalBuilder® Home Equity Line of Credit (income and geographic limitations apply), or have a Citizens Private Client™, Citizens Private Bank™ or Citizens Quest® Checking account open and active at the anniversary of your Credit Line when the Annual Fee would be assessed.

**22 (a). Late Charges.** Depending on the state or commonwealth identified above, your late fee will be calculated as follows:

Your payment will be late if it is not received by us within **15 days of the "Payment Due Date" shown on your periodic statement.** If your payment is late, we may charge you 5.000% of the payment or \$20.00, whichever is less.

**22 (b). Automatic Payment Benefit:** Borrowers will be eligible to receive a 0.25 percentage point interest rate reduction on their Citizens Home Equity Line of Credit if, at origination, borrower elects to have payments automatically deducted each month from a Citizens consumer checking account the borrower designates for monthly home equity line of credit payments. If you cancel your automatic deductions at any time, or if we are unable to successfully withdraw the automatic deductions from the designated account two or more times within any 12 - month period, Citizens reserves the right to remove eligibility.

**22 (c). Recording Fee.** Upon termination and full payment of all obligations on your Credit Line Account, we will charge you the fee required by the registry of deeds to record the discharge of the Security Instrument, to the extent permitted by applicable law.

**23. Termination and Acceleration.** The entire unpaid balance of your Credit Line Account, including unpaid fees and **FINANCE CHARGES**, shall at our option, and after we provide you with any notice and opportunity to cure required under applicable law, become immediately due and payable and we can terminate your Credit Line Account by sending you notice, if any of the following occur:


- (a) You have at any time in connection with this Credit Line Account, including your application for same, committed fraud or have made, or make at anytime, any material misrepresentation;
- (b) Failure to make any payment under this Agreement;
- (c) Your action or inaction adversely affects the collateral for the Credit Line Account or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, failure to maintain adequate insurance for the Property, death of all persons liable on the Credit Line Account or the death of any of the Borrowers if the collateral is adversely affected by such death, transfer of title or sale of the Property, the Property is taken through eminent domain, creation of a senior lien on the Property without our permission, foreclosure by the holder of a prior lien or the use of the dwelling for prohibited purposes if it subjects the Property to seizure.

**24. Suspension or Reduction.** In addition to any other rights we may have, (neither notice nor your agreement is required), we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

- (a) The value of the Property declines significantly below the Property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances;
- (b) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances;
- (c) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be

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material. Categories of material obligations include the events described above under **paragraph 23**, "Termination and Acceleration", obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the Property, obligations to pay and perform the terms of any other deed of trust, security instrument or lease of the Property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any cosigner. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances;

(d) Government action prevents us from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement, or impairs our security interest such that the value of the Property is less than 120 percent of the credit line;

(e) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice. We may charge your account for appraisal and Credit Report fees we incur in investigating whether any condition permitting us to suspend your credit privileges or reduce your credit limit continues to exist;

(f) The maximum ANNUAL PERCENTAGE RATE is reached.

If your Credit Line is suspended or terminated, you must immediately destroy all Credit Line checks and any other access devices. Any use of checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of such checks or other Credit Line access devices not returned to us.

**25. Change in Terms.** We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). Any change in the terms of this Agreement will be made in accordance with the requirements of applicable law.

**26. Collection Costs.** If you fail to abide by any terms of this Agreement, and if we are permitted to do so by applicable law, we may hire or pay someone else to help collect your Credit Line Account. You will pay all reasonable collections costs, including reasonable attorney's fees paid to an attorney that is not our salaried employee and incurred by us in the collection of amounts due under this Agreement to the extent not prohibited by applicable law. This includes, subject to any limits under applicable law, our legal expenses whether or not there is a lawsuit and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals, and any anticipated post-judgment collection services.


**27. Delay in Enforcement.** Failure at any time by us to exercise any of our rights hereunder shall not constitute a waiver of our right to exercise the same at a later time.

**28. Default.** You will be in default under this Agreement if any of the following occurs, each of which constitutes a breach of a material obligation of yours under this Agreement :

- (a) You fail to make any payment when due or to pay any charge or fee when due;
- (b) Your action or failure to act adversely affects our security for your Credit Line Account or a right we have in the security;
- (c) A court determines that you are bankrupt or insolvent; or
- (d) You gave or give us false or materially misleading information in connection with any extension of credit to you under your Credit Line Account.

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**29. Results of Default.** If you are in default, and after we provide you with any notice and opportunity to cure required under applicable law, we may lower your Credit Limit, we may refuse to make any further advances under this Agreement, we may refuse to pay any outstanding checks that would require us to make an additional credit advance to you, we may foreclose on the real property described in the Security Instrument securing your Credit Line Account, we may take whatever other action is permitted under the Security Instrument, and we may exercise any and all of our rights with respect to any other property securing your Credit Line Account. We also may demand that you pay the full amount you owe on your Credit Line Account immediately. We will only take the foregoing actions after providing any notice and opportunity to cure that may be required under applicable law.

You agree to pay any costs we incur in collecting what you owe following your default to the extent not prohibited by applicable law. If we have to sue you to collect what you owe, you agree to pay our legal fees, including court costs to the extent not prohibited by applicable law. In addition to our other rights and remedies under this agreement and the Security Instrument, we reserve the right to honor the check or other device used to obtain an advance without permanently raising your credit limit. If we honor the check or other device, the amount that is more than your credit limit will be due and payable immediately.

**30. Cancellation by You.** If you cancel your right to credit advances under this Agreement, you must notify us in writing and destroy all Credit Line checks and any other Credit Line Account access devices. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement **and you will continue to remain liable for any further credit advances.**

**31. Prepayment.** You may make additional payments or may pay back more than the Minimum Payment Due at any time without penalty, except we will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with "Paid in Full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us under this Agreement.

**32. Notices.** All notices will be sent to your address as shown in this Agreement unless you notify us in writing of any change in your address or name within thirty (30) days of the change. On joint accounts, notices sent to one will be considered notice sent to all unless applicable law provides otherwise.

**33. Information About You.** You authorize us to get financial information about you from third parties, including, but not limited to, a credit bureau, your employer, or another financial institution. You also authorize us to disclose information about your creditworthiness and this Account to a credit bureau, our affiliates and subsidiaries, and to others, unless expressly prohibited by applicable law. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense, except as provided for in **paragraph 24, "Suspension or Reduction"**.


**34. Documentation.** You agree to execute or re-execute any document that we request in order to correct any error or omission in the original Agreement, security instrument, or other Credit Line Account related documents, including, but not limited to, Confirmatory or Corrective security instruments.

**35. Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person, and to assign our rights under the Security Instrument. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

**36. NEGATIVE INFORMATION:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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**37. Tax Deductibility.** You understand that Lender makes no representation or warranty whatsoever concerning the tax consequences of this Credit Line Account, including the deductibility of interest, and that you should consult with your own tax advisor for guidance on this subject. You also agree that Lender shall not be liable in any manner whatsoever should the interest paid on the Credit Line Account not be deductible.

**38. Governing Law.** This Agreement will be governed by and interpreted in accordance with federal law and to the extent not preempted by the laws of the state where the Property is located, except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law and the laws of the State of Rhode Island. The loan transaction which is evidenced by this and other related documents has been approved, made, funded, and all necessary documents have been accepted by Lender in the State of Rhode Island.

**39. Interpretation.** The names given to paragraphs or sections in this Agreement are for reference purposes only. They are not to be used to interpret or define the provision of this Agreement. You agree that this Agreement, together with the Security Instrument, is the best evidence of your agreement with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Security Instrument, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.


**40. Acknowledgment.** You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the early Home Equity Line of Credit application disclosure, in addition to the handbook entitled "When Your Home Is On the Line: What You Should Know About Home Equity Lines of Credit," and disclosures/notices provided under applicable state law; given with the application before signing the Security Instrument and before using your Credit Line Account.

If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the other Borrowers will remain responsible.

This written agreement is a final expression of the agreement between all Borrowers and Citizens and this written agreement may not be contradicted by evidence of any alleged oral agreement.

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You, the undersigned, certify that you have insured the property as identified in **paragraph 12**, entitled "Collateral", against loss by fire, hazards included within the term "extended coverage" which include windstorm, hail, explosion (except of steam boilers), riot, civil commotion, aircraft, vehicles, and smoke for the replacement cost of the buildings or appurtenances on the Property and has a standard mortgagee clause making loss payable to **CITIZENS BANK, N.A.** as its interest may appear. You agree to maintain such insurance until this Agreement is paid in full.

You understand that you may purchase any required insurance through any duly licensed insurance agent and insurance company that is reasonably acceptable to us. You are not required to deal with any of our affiliates when choosing an insurance agent or insurance company. Your choice of a particular insurance agent or insurance company will not affect our credit decision, so long as the insurance provides adequate coverage with an insurer that meets our reasonable requirements. You may obtain the required insurance coverage through a single or multiple insurance policies from one or more carriers.

All documents related to insurance for this loan should be mailed to the following address:

Citizens, Consumer Finance Operations  
PO Box 42008  
Providence, RI 02940-2008  
(800)708-6680

**You acknowledge** that you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future. To the extent not prohibited by applicable law, you authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them.

**You acknowledge** that any payoff amounts referenced in the of Authorization of Payments to Third Parties paragraph of this Agreement were estimates based on the balances listed on your credit bureau report(s), or obtained from the lien creditors on your behalf.

**You acknowledge** that you received and read, as applicable, the Home Equity disclosure statements provided to you during the application process, which include *What you should know about Home Equity Lines of Credit, Privacy Notice and the package of initial disclosures*.


If there is more than one signer below, it is your intention that this account be a joint account.

**You acknowledge** that with your application, you provided your consent to us to check your employment and credit history with any source and to answer questions about your credit experience with us.

**By signing below you acknowledge** the initial Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** actually in effect during the first billing cycle, which will be disclosed on your first periodic statement, may differ from these estimates if the Index changes between the date this Agreement was printed and the date you sign this Agreement.

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**Margin Added  
to Index  
0.650%**

**ANNUAL  
PERCENTAGE RATE  
8.150%**

**Daily Periodic  
Rate  
0.02233%**

**By signing below you acknowledge** that any payoff amounts referenced in the of Authorization of Payments to Third Parties paragraph of this Agreement were estimates based on the balances listed on your credit bureau report(s), or obtained from the lien creditors on your behalf.

**Authorization of Payments to Third Parties**

**Recording Fee:** If you are paying off and closing an account secured by a Citizens Bank, N.A. lien, the payoff amount listed below includes a fee of \$\_\_\_\_\_ to record the discharge.

\$100,000.00	Credit Limit
\$	Customer
	Amount paid to others on my behalf
+ \$	Amount received from borrower
- \$	Total fees to be paid by borrower
- \$100,000.00	Undisbursed Funds

Disbursement Account Information:

Account Type:

Account Number: \_\_\_\_\_

You understand that no loan proceeds will be disbursed until any notice of the right to cancel time period specified has expired.

You authorized disbursements to lien creditors and to Citizens loan or line accounts listed above and acknowledge receipt of a filled in copy of this itemization of amount financed.

Citizens will provide to you the disbursement check(s) payable to non-lien creditor(s) listed above. You are to forward the referenced disbursement check(s) directly to named creditor(s) for appropriate processing by the non lien creditor. In order to secure our lien position, Citizens is authorized to add to the principal balance, or access deposit accounts to cover any shortage.


In the event a pay-off sent to another creditor is insufficient, Citizens is authorized to add to the principal balance, or access your deposit account funds held by us to cover such shortage in order to complete your transaction and secure our lien position. You will receive notification in the event an additional amount is needed. This amount should not exceed \$1,000.00; further remedies may apply if a greater amount is needed.

This may result in a higher final payment due.

**READ THIS AGREEMENT BEFORE YOU SIGN. REVIEW THE AUTHORIZATION OF PAYMENTS TO THIRD PARTIES PARAGRAPH, IN PARTICULAR ENSURE DISBURSEMENT ACCOUNT INFORMATION IS ACCURATE. LOAN PROCEEDS WILL BE DISBURSED TO THE ACCOUNT LISTED. DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. THE AGREEMENT IS SECURED BY A SECURITY INSTRUMENT ON YOUR REAL PROPERTY.**

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**221731004960827**

This Agreement is dated **JUNE 16, 2025**. THIS AGREEMENT IS SIGNED UNDER SEAL.

**BORROWER:**


\_\_\_\_\_  
- BORROWER - FRANK MATCOVICH - DATE -

Effective Disbursement Date: **JUNE 23, 2025**

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**BILLING ERROR RIGHTS****YOUR BILLING RIGHTS****KEEP THIS NOTICE FOR FUTURE USE**

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

**Notify us in case of errors or questions about your bill.**

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

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**Your rights and our responsibilities after we receive your written notice.**

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


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

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

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

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

**NICHOLAS BELL** (NMLS #: 929217)

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JUNE 13, 2025



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## Home Equity Title Attorney Disclosure

**MATCOVICH**  
Loan #: 1004960827

**Applicant(s): FRANK MATCOVICH**

**Branch Name: CAH\_CLOSE AT HOME**

**Branch #: CAH**

**Date: 06/16/2025**

**Property Address: 434 KAPALUA LP, LITTLE RIVER, SC 29566**

In this notice, the words "you" and "your" refer to each credit applicant. The words "we", "our", "us", and "lender" refer to Citizens.

We require a title examination of the property securing your home equity loan application. You have the right under Rhode Island General Laws, Section 19-9-6, to select any qualified title attorney of your choice to search and certify the title at your expense. If you do not exercise your right to select a title attorney, we will select one at no cost to you. Whether or not you select your own title attorney, you must sign below. If you would like to select your own title attorney, please provide the attorney's name, the name and address of the attorney's firm, and the attorney's telephone number. If you do not provide this information, by signing below you waive your right to select a title attorney of your choice, and you authorize us to select a title attorney.

\_\_\_\_\_  
**Attorney(s) Name:**

\_\_\_\_\_  
- BORROWER - FRANK MATCOVICH - DATE -

\_\_\_\_\_  
**Firm Name:**

(\_\_\_\_\_) \_\_\_\_\_  
**Telephone #:**

NICHOLAS BELL (NMLS #: 929217)

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## LIMITED POWER OF ATTORNEY

**MATCOVICH**  
Loan #: 1004960827

Date: **JUNE 16, 2025**

The Undersigned hereby appoints **CITIZENS BANK, N.A.** and/or its assignees, to be my (our) attorney in fact/Agent\*, to act for me only as to the matters stated below:

Address of Property: **434 KAPALUA LP, LITTLE RIVER, SC 29566**

Legal Description: (REFER TO SECURITY INSTRUMENT)

Document Date: \_\_\_\_\_

County: **HORRY**

Name of Seller:

Name of Borrower(s): **FRANK MATCOVICH**

Name of Lender making new loan: **CITIZENS BANK, N.A.**

### POWERS:


In the event a clerical or typographical error is discovered on any document pertaining to this transaction, my agent, and/or its assignees, is hereby authorized to correct any clerical or typographical error and to initial, sign, seal and deliver as my act, any instrument which my agent determines to be necessary to effectuate the correction. Specifically, my agent may make a correction limited to the matters stated below on an original document, and is authorized to rerecord that original document where appropriate. The undersigned declares that any and all corrections made by my agent shall be as valid as if they had been initialed, signed, and delivered by me personally. The undersigned ratifies whatsoever my said agent shall lawfully do or cause to be done in the correction of clerical and typographical errors as limited below.

### LIMITATIONS:

My agent is authorized to correct clerical and typographical errors as to the names of the parties to this transaction; the legal description, county or street address of the real property which is the subject of this transaction; and the date of any document.

My agent is not authorized to make any changes or corrections as to the interest rate stated on the deed of trust or promissory note; the amount of principal indebtedness stated on the deed of trust or promissory note; or the amount of consideration stated on the Deed.

**NICHOLAS BELL** (NMLS #: 929217)

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This Power of Attorney is made of my own free will for the purpose of facilitating necessary corrections. The undersigned understands that signing this Power of Attorney is not mandatory.

\*(Hereinafter referred to as Agent)


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- MORTGAGOR - FRANK MATCOVICH - DATE -

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DEBRA MATCOVICH - DATE -

NICHOLAS BELL (NMLS #: 929217)

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

Print or type.  
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>FRANK MATCOVICH</b>	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. <b>434 KAPALUA LP</b>	Requester's name and address (optional) <b>CITIZENS BANK, N.A. ONE CITIZENS PLAZA PROVIDENCE, RI 02903</b>
6 City, state, and ZIP code <b>LITTLE RIVER, SC 29566</b>	
7 List account number(s) here (optional) <b>1004960827</b>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
<b>077-58-9219</b>
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person
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Date **JUNE 16, 2025**

**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

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

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

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

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

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

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


**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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

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

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

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

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

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

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

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

## Backup Withholding

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

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

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

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



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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

- Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
- Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

- You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.
- If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.
- Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.
  - Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.
  - Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
  - Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
  - Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
  - Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

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

Line 3a

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

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

Line 3b

- Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.
- Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
- If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.


Line 4 Exemptions

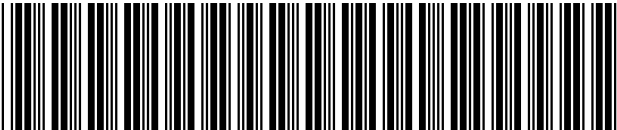
- If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Exempt payee code.**
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
  - Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
  - Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
  - Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the



which the income should be reported. For

requirements of section 401(f)(2).

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
  - G—A real estate investment trust.
  - H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
  - I—A common trust fund as defined in section 584(a).
  - J—A bank as defined in section 581.
  - K—A broker.
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
  - M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.
- Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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



Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

**\*\*** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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



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

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

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


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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

NICHOLAS BELL (NMLS #: 929217)

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