

**SCAN BACK IS  
REQUIRED FOR  
THIS SIGNING  
ORDER.**

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## **ATTENTION SIGNING AGENT**

# **SIGNED DOCUMENTS TO BE UPLOADED TO PORTAL FOLLOWING SIGNING**

### **Instructions for closing:**

- You will need to print 1 complete copy of documents for signing, and 1 complete copy for each borrower.
- If borrower has any questions regarding loan docs, please call 888-819-6388. State that you are a notary at a manual signing. Provide the loan number (1-25120-1880), this will be on the mortgage/deed of trust. DO NOT STOP SIGNING.

*Docs can be dropped as soon as docs are uploaded*

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## ATTENTION SIGNING AGENT

### Review Applicable Documents *Prior* to Signing

- Documents are date sensitive, ensure all documents are dated correctly and correspond with the date of closing.
- Mortgage/Deed of Trust:
  - Confirm all signer's names align throughout the document, Page 1, signature line, and notary acknowledgment.
  - If an AKA needs to be added, ensure it is added everywhere the name appears on the document with borrower initials next to each addition.
  - If an AKA name is present, ensure the signer signs both names.
  - If trust, please sign exactly as shown on signature line
- Home Equity Line of Credit Agreement:
  - Ensure the primary borrower does not wet sign. Additional signers will always wet sign this document.

### QC Documents After Signing

- Confirm all documents are signed and dated.
- Confirm all notary acknowledgements are completed, signed, and the stamp/seal is present and legible.
- Mortgage/Deed of Trust: Confirm signer name aligns everywhere it appears on the document (Page 1, signature line, and notary acknowledgment)
- Confirm borrower initials are next to all manual corrections or additions on all documents.
- Provide scanbacks to ServiceLink before dropping. **Shipping label must be page 1 of scan back**

**UPS CampusShip: View/Print Label**

**1. Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

**2. Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

**3. GETTING YOUR SHIPMENT TO UPS****Customers with a Daily Pickup**

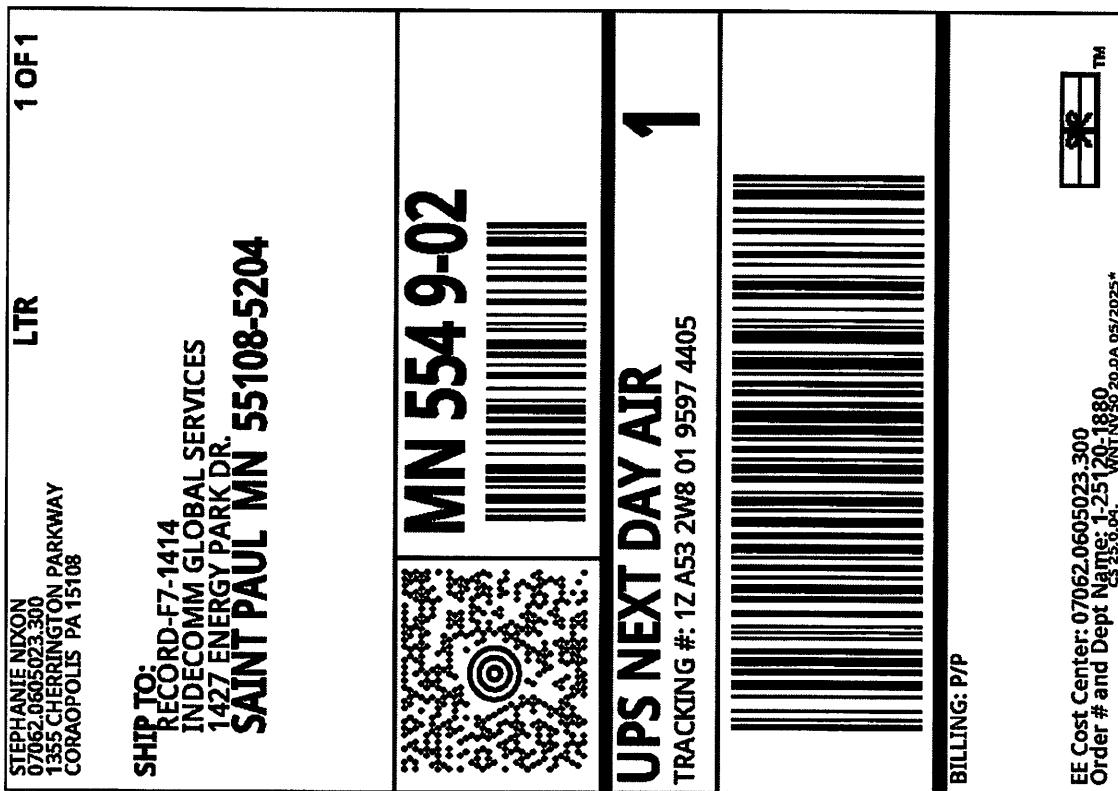
Your driver will pickup your shipment(s) as usual.

**Customers without a Daily Pickup**

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

**FOLD HERE**

Prepared By:  
Figure Lending LLC dba Figure  
650 S. Tryon Street, 8th floor  
Charlotte, NC 28202

After Recording Return To:  
Figure Lending LLC  
Attn: Austin Fisher  
100 West Liberty Street, Suite 600,  
Reno, NV 89501

[Space Above This Line for Recording Data]

**SOUTH CAROLINA  
OPEN-END MORTGAGE  
(Securing Present and Future Advances)**

Loan Id: 1-25120-1880

Date: 05/18/2025

Merta

ULI: 254900UL88QFG0E40516125120188013

DART Phone: 1-888-488-9883

DART Website: [www.dartinc.io](http://www.dartinc.io)

**THIS OPEN-END MORTGAGE ("Mortgage") is made on 05/18/2025.**

- (A) The mortgagor(s) is/are Bryan Merta and Tonya Merta.
- (B) The Lender is Figure Lending LLC dba Figure ("Lender"), whose address is 650 S. Tryon Street, 8th floor, Charlotte, NC 28202.
- (C) "DART" is DART Collateral Manager LLC. DART is a separate company that is acting solely as a nominee for Lender and Lender's successors and assigns. **DART is the mortgagee under this Mortgage.** DART is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 32817, Charlotte, NC 28232, tel.1-888-488-9883.

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to Figure Lending LLC dba Figure, and additionally includes any successors and assigns of Figure Lending LLC dba Figure, as well as any subsequent individual or entity entitled to enforce the Agreement (as defined below), or of any indebtedness secured by the Mortgage.

Pursuant to a Figure Lending LLC dba Figure Home Equity Line of Credit Agreement ("Agreement") dated 05/02/2025, Bryan Merta ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. \$25,300.00. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 15 years after the initial draw. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase.

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Mortgage. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Mortgage will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Mortgage will secure unpaid draws, interest, future draws, and all other amounts due under this Mortgage and the Agreement.

This Mortgage secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose, you irrevocably mortgage, grant and convey to DART (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of DART the following described property located in BERKELEY County, South Carolina: described on exhibit A attached hereto

which has the address of 104 CUMBERLAND CT GOOSE CREEK, South Carolina 29445 ("Property Address");

**TO HAVE AND TO HOLD** this property unto DART (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of DART, forever, together with all the improvements now or later erected on the property, and all easements, rights, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property." You understand and agree that DART holds only legal title to the interests granted by you in this Mortgage, but, if necessary to comply with law or custom, DART (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

**YOU COVENANT** that you are lawfully seized of the estate conveyed in this Mortgage and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**YOU AND WE** covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Mortgage.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided in the Agreement.

**3. Prior Mortgages; Charges; Liens.** You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance under this Mortgage.

We specifically reserve to ourselves and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under any insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and will not be affected by your subsequent disability or incompetence.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Mortgage,

whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, we may then collect and use the proceeds to repair or restore the Property or to pay amounts secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Mortgage immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

**5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds.** You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a lien which has priority over this Mortgage or any draw or amounts owed under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section will become additional amounts you owe us and will be secured by this Mortgage. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Mortgage, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.

**8. Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Mortgage, whether or not then due. Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. You Are Not Released; Forbearance by Us Not a Waiver.** Extension of time for payment or modification of amortization of the amounts secured by this Mortgage granted by us to any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Unless otherwise required by law, we may deliver any notice to you provided for in this Mortgage by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.

**13. Governing Law; Severability.** This Mortgage is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this

Mortgage conflicts with applicable law, such conflict will not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Mortgage. However, this option will not be exercised by us if exercise is prohibited by applicable law.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial or participation interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "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 Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (a) any payment required by the Agreement or this Mortgage is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Mortgage and

**foreclosure or sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Mortgage without further demand and may invoke any of the remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.**

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the amounts secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

**19. Release.** Upon your request that we terminate the Agreement secured by this Mortgage and the payment and discharge by Borrower of all amounts secured by this Mortgage, this Mortgage will become null and void, and we will release this Mortgage without charge to you. You will pay any recordation costs, as permitted by law.

**20. Additional Charges.** Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.

**21. Homestead and Other Waivers.** You waive all rights of homestead exemption in, and statutory redemption of, the Property and relinquish all rights of courtesy and dower in the Property. No waiver by us at any time of any provision, agreement or covenant contained in this Mortgage or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.

**22. Future Advances.** The lien of this Mortgage shall secure the existing indebtedness under the Agreement and any future advances made under this Mortgage up to 150% of the original principal amount of the Agreement plus interest thereon, attorneys' fees and court costs.

**23. Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

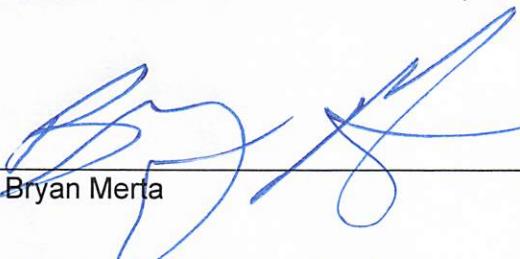
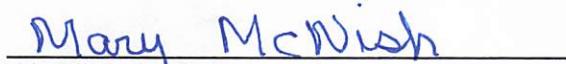
Check applicable boxes:

- |  |  |
|--|--|
| <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 2-4 Family Rider  |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify)                        |  |

**24. Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply with respect to any consumer credit transaction as defined in § 37-1-301 of the South Carolina Code of Laws, or so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

**BY SIGNING BELOW,** you accept and agree to the terms, agreements and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Signed, sealed and delivered in the presence of:

 Bryan Merta	(L.S.)	05/18/2025
<hr/>		Date
 Mary McNish Unofficial Witness	05/18/2025	
<hr/>		
 Michael H. Park Unofficial Witness	05/18/2025	
<hr/>		
 Tonya Merta	(L.S.)	05/18/2025
<hr/>		Date
 Mary McNish Unofficial Witness	05/18/2025	
<hr/>		
 Michael H. Park Unofficial Witness	05/18/2025	
<hr/>		

Lender: Figure Lending LLC dba Figure

**NMLS ID: 1717824**

**Loan Originator: Harrison Carwile**  
**NMLS ID: 2134940**

## **EXHIBIT A - PROPERTY LEGAL DESCRIPTION**

**THE FOLLOWING REAL PROPERTY IS SITUATED IN THE COUNTY OF BERKELEY,  
STATE OF SOUTH CAROLINA, AND DESCRIBED FURTHER AS FOLLOWS:**

Lot 20, Block B, Cherry Hill Subdivision, as shown on that certain plat by Andrew C. Gillette, RLS, dated January, 1982, and entitled "PLAT SHOWING THE RELOCATION OF THE SIDE PROPERTY LINE BETWEEN LOTS 20 & 21 BLOCK B, CHERRY HILL SUBDIVISION, LOCATED ON CUMBERLAND COURT, BERKELEY COUNTY, SOUTH CAROLINA", recorded February 18, 1982 in Plat Cabinet D, at Page 359, Office of the Register of Deeds for Berkeley County, SC. Said lot having such location, buttings, boundings and measurements as will by reference to said plat more fully appear. The dimensions on the above referenced plat are the true and correct dimensions of the lot conveyed herewith and supersede those shown on Plat of Cherry Hill Subdivision dated July, 1980, and recorded in Plat Cabinet D, at Page 159.

Being the same property conveyed to Bryan Merta and Tonya Merta by Gregory S. Bowden and Kristen Ron Faretra Bowden by way of Title to real estate recorded on 09/30/2015 in Book 2027, Page 627 and Document Number 2015033335 of the records of Berkeley County.

Property Address: 104 CUMBERLAND CT, GOOSE CREEK, SC 29445

apn: 234-15-04-043

## **PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made on 05/18/2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Figure Lending LLC dba Figure "Lender" of the same date and covering the Property described in the Security Instrument and located at:

104 CUMBERLAND CT, GOOSE  
CREEK, SC 29445

The Property Address is a part of a planned unit development ("PUD") known as

CROWFIELD PLANTATION

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

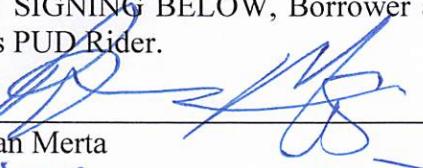
- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
  - (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
  - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay

them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

  
Bryan Merta

05/18/2025

Date

  
Tonya Merta

05/18/2025

Date

Borrower

Acknowledgment of Individual

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this May 18, 2025  
(date) by Tonya Merto & Bryan Merto (name of person  
acknowledged).

Michael A. Brooks

Notary Public

Print Name: Michael A. Brooks

My commission expires:

5/9/29

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

# FIGURE

Application ID: 1-25120-1880

Property Address: 104 CUMBERLAND CT, GOOSE CREEK, SC 29445

## NOTICE OF RIGHT TO CANCEL

### YOUR RIGHT TO CANCEL

We have agreed to establish an open-end credit plan 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 (3) business days\* from whichever of the following events occurs last:

1. the opening date of your account, which is 05/18/2025; 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 your account, the security interest on your home is also cancelled. Within 20 days of receiving your notice, we must take 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 us or to anyone else in connection with the account.

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

### HOW TO CANCEL

If you decide to cancel your account, you may do so by notifying our authorized agent in writing at [loans@wholesale.figure.com](mailto:loans@wholesale.figure.com) or:

Figure Lending LLC dba Figure  
c/o Figure Lending LLC  
100 West Liberty St., Suite 600  
Reno, NV 89501

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

If you cancel by mail or telegram, you must send the notice to our authorized agent identified above no later than 05/21/2025 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 our authorized agent at the above address no later than that time.

\*\*\*\*\*  
**I WISH TO CANCEL**

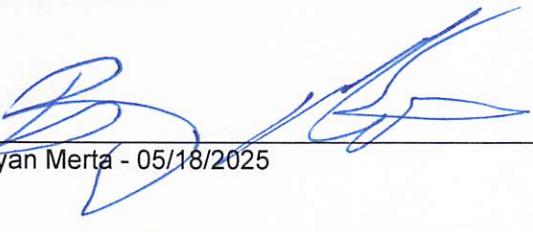
Consumer's signature \_\_\_\_\_

Consumer's legal name \_\_\_\_\_

Date \_\_\_\_\_

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

**By signing below, you acknowledge receipt of this notice.**

  
Bryan Merta - 05/18/2025

  
Tonya Merta - 05/18/2025

# FIGURE

Application ID: 1-25120-1880

Property Address: 104 CUMBERLAND CT, GOOSE CREEK, SC 29445

## NOTICE OF RIGHT TO CANCEL

### YOUR RIGHT TO CANCEL

We have agreed to establish an open-end credit plan 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 (3) business days\* from whichever of the following events occurs last:

1. the opening date of your account, which is 05/18/2025; 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 your account, the security interest on your home is also cancelled. Within 20 days of receiving your notice, we must take 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 us or to anyone else in connection with the account.

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

### HOW TO CANCEL

If you decide to cancel your account, you may do so by notifying our authorized agent in writing at [loans@wholesale.figure.com](mailto:loans@wholesale.figure.com) or:

Figure Lending LLC dba Figure  
c/o Figure Lending LLC  
100 West Liberty St., Suite 600  
Reno, NV 89501

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

If you cancel by mail or telegram, you must send the notice to our authorized agent identified above no later than 05/21/2025 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 our authorized agent at the above address no later than that time.

\*\*\*\*\*  
**I WISH TO CANCEL**

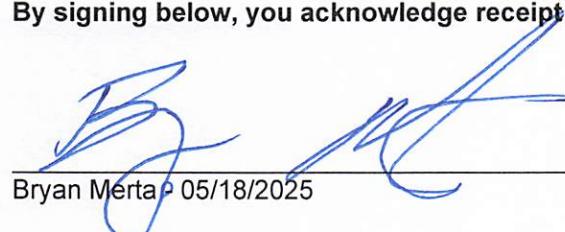
Consumer's signature \_\_\_\_\_

Consumer's legal name \_\_\_\_\_

Date \_\_\_\_\_

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

**By signing below, you acknowledge receipt of this notice.**

  
Bryan Merta - 05/18/2025

  
Tonya Merta - 05/18/2025

# ATTENTION SIGNING AGENT

→ **DO NOT have the primary borrower sign the Home Equity Line of Credit Agreement or the Home Equity Line of Credit Agreement Addendum.**

**HELOC Agreement Visual**

Home Equity Line of Credit Agreement	
Borrower's Name: Jacob Testh	Agreement Date: 10/02/2024
Lender's Name: Figure Lending LLC	Loan Identification Number: I-24275-131
Initial Draw (cash to Borrower): \$216,085.63	Total Loan Amount: \$216,719.32
Credit Limit: \$216,719.32	Additional Draw Limit: \$216,719.32
Initial ANNUAL PERCENTAGE RATE: 8.60%	Margin: 0.00%
Term: 30 years	Initial Daily Periodic Rate: 0.02350%
Property: 475 CARRIAGE GATE TRL SW ATLANTA, GA 30331	Estimated Initial Monthly Payment: \$1,581.10
Origination Fee: 4.99% of Initial Draw	Governmental fees, charges, and taxes for recording the Security Instrument: \$0.00 <i>See Addendum to Figure Lending LLC Home Equity Line of Credit Agreement for itemization of fees.</i>
	Third Party Fee: \$350.00 <i>See Addendum to Figure Lending LLC Home Equity Line of Credit Agreement for itemization of fees.</i>

Addendum I to Figure Lending LLC Home Equity Line of Credit Agreement								
<p>Please read this carefully and keep a copy for your records.</p> <p>This Addendum to your Figure Lending LLC Home Equity Line of Credit Agreement ("Addendum") contains important information about your home equity line of credit ("HELOC") with us. By signing this Addendum or using your HELOC, you agree to the terms set forth in this Addendum. The borrower who signs this Addendum is identified as "you," "your," and Figure Lending LLC and its successors and assigns is identified as "Figure," "we," "us," or "our."</p> <p>If you have questions about this Addendum, you may contact Customer Support at <a href="mailto:loans@figure.com">loans@figure.com</a>. You can view information about your HELOC by logging into your online account for this HELOC at <a href="http://www.figure.com">www.figure.com</a> or at any applicable successor website ("Online Account").</p> <p>You agree to pay the following Third Party Fees and Governmental Fees prior to the opening of your HELOC account, as described in Section 2.F of the Figure Home Equity Line of Credit Agreement:</p> <table><thead><tr><th>Fee Name</th><th>Amount</th><th>Finance Charge</th></tr></thead><tbody><tr><td>Manual Notary Fee</td><td>\$350.00</td><td>No</td></tr></tbody></table>			Fee Name	Amount	Finance Charge	Manual Notary Fee	\$350.00	No
Fee Name	Amount	Finance Charge						
Manual Notary Fee	\$350.00	No						

→ **The Primary Borrower has already e-signed the Home Equity Line of Credit Agreement and Addendum (printed name on signature line).**

**HELOC Agreement e-Signature Visual**

BY SIGNING BELOW ELECTRONICALLY, I, Jacob Testh, CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO THIS AGREEMENT.

Jacob Testh  
Borrower

78897A31D007D442191D9A9FB8CCF9D6  
CB85765707C981C9046C92809811353  
A1B573689ECARE2291EA221A94E92515  
AB1971CC1F1270CA73DA21A9EB521B70

BY SIGNING BELOW (WHETHER MANUALLY, DIGITALLY, OR ELECTRONICALLY), I, Jacob Testh, CONFIRM THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM, AND I AGREE TO THE TERMS SET FORTH IN THIS ADDENDUM.

Jacob Testh  
Borrower

78897A31D007D442191D9A9FB8CCF9D6  
CB85765707C981C9046C92809811353  
A1B573689ECARE2291EA221A94E92515  
AB1971CC1F1270CA73DA21A9EB521B70

→ **Only Additional Signers will wet sign this document at the table.**

**By signing below, you acknowledge receipt of this notice.**

Additional Signer Signs Above This Line - 09/19/2024

Figure Lending LLC dba Figure  
650 S. Tryon Street 8th floor  
Charlotte, NC 28202  
NMLS ID: 1717824

## Home Equity Line of Credit Agreement

Borrower's Name: Bryan Merta	Agreement Date: 05/18/2025
Lender's Name: Figure Lending LLC dba Figure	Loan Identification Number: 1-25120-1880
Credit Limit/Initial Draw: \$25,300.00	Additional Draw Limit: \$25,300.00
Initial ANNUAL PERCENTAGE RATE: 9.300%	Margin: 1.80%
Term: 15 years	Initial Daily Periodic Rate: 0.02548%
Property: 104 CUMBERLAND CT GOOSE CREEK, SC 29445	Estimated Initial Monthly Payment: \$261.15
Origination Fee: \$0	Governmental fees, charges, and taxes for recording the Security Instrument: \$0.00 <i>See Addendum to Figure Lending LLC dba Figure Home Equity Line of Credit Agreement for itemization of fees.</i>
	Third Party Fees: \$300.00 <i>See Addendum to Figure Lending LLC dba Figure Home Equity Line of Credit Agreement for itemization of fees.</i>

**Please read this carefully and keep a copy for your records.**

This Figure Lending LLC dba Figure Home Equity Line of Credit Agreement (“Agreement”) contains important information about your home equity line of credit (“HELOC”) with us. By electronically signing this Agreement or using your HELOC, you agree to this Agreement. The borrower who signs this Agreement is identified as “you” or “your”, and Figure Lending LLC dba Figure and its successors and assigns is identified as “Figure”, “we”, “us”, or “our”.

If you have questions about this Agreement, you may contact Customer Support at [loans@wholesale.figure.com](mailto:loans@wholesale.figure.com). You can view information about your HELOC by logging into your online account at [www.wholesale.figure.com](http://www.wholesale.figure.com) (“Online Account”).

### 1. Using Your HELOC

- a. **Account Opening.** Your HELOC will be opened after your acceptance of this Agreement and your satisfaction of any applicable closing conditions, including execution and delivery of the Security Instrument (defined in Section 5.b.), provided that you must accept this Agreement and satisfy all such closing conditions no later than twenty-nine (29) calendar days after the date on which you last authorized Figure to perform a hard inquiry on your credit history. We will initiate the ACH credit for your Initial Draw (as defined in Section 1.d.) to your Checking Account (as defined in Section 4.e.) on the Business Day after the later of the opening day of your HELOC or the expiration of any applicable rescission period.
- b. **Open End.** Your HELOC is a revolving, open-end line of credit secured by the “Property” identified above, meaning you may make one Initial Draw (defined in Section 1.d.), and Additional Draws (defined in

Section 1.e.) during the Draw Period (defined in Section 1.g.) up to your Additional Draw Limit (defined in Section 1.e.) and subject to your Credit Limit (defined in Section 1.c.).

- c. **Credit Limit.** Your “Credit Limit” shown above is the maximum amount you can borrow from us. You agree to keep the balance on your HELOC, including the balance on each Draw (defined in Section 1.e.), fees, finance charges, and other amounts you owe us (collectively, your “Balance”), less than or equal to your Credit Limit. We may refuse to make any Draw to you that would cause you to exceed your Credit Limit. Your Balance may, however, exceed your Credit Limit due to the accrual of the FINANCE CHARGE before your first Due Date. If you do exceed your Credit Limit for any other reason or at any other time, you agree to pay us the difference between your Balance and your Credit Limit immediately upon our demand.
- d. **Initial Draw.** Following your timely acceptance of this Agreement and your satisfaction of applicable closing conditions, we will lend 100% of your Credit Limit. You will receive a disbursement in the amount of the Credit Limit less the following amounts we will pay to public officials to record the Security Instrument and any directly related documents: \$0.00 for governmental recording fees and charges, and \$0.00 for Security Instrument recording taxes. To disburse your Initial Draw to you, you authorize us to initiate an ACH credit to your Checking Account (defined in Section 4.e.) to deposit your Initial Draw into your Checking Account. If we make an error in initiating any ACH credit to your Checking Account (including for the Initial Draw or any Additional Draws), you authorize us to initiate ACH credits or debits to correct the error.
- e. **Debt Payments.** If applicable, you agree to the terms and conditions contained in Addendum 2 to the Figure Home Equity Line of Credit Agreement regarding the payment of your debts by Figure and Method Financial using funds drawn from your HELOC.
- f. **Additional Draws.** As you pay off your Balance, you may request additional draws in minimum amounts of \$500, or such higher amount if required by applicable state law, on your HELOC (each, an “Additional Draw”). The total amount of Additional Draws outstanding at any time may not exceed your Credit Limit (“Additional Draw Limit”). We agree to make Additional Draws to you as and when you want them for the remainder of the Draw Period, subject to the terms of this Agreement. We do not have to provide any Additional Draw to you that would cause you to go over your Credit Limit. You can request Additional Draws, and see the ANNUAL PERCENTAGE RATE (“APR”) and repayment terms that will apply to the Additional Draw, by logging on to your Online Account. Your “Available Credit” is the amount available to you for making Additional Draws. Your “Available Credit” will not reflect any payments credited to your HELOC (see Section 4.d.) within the most recent six (6) Business Days, to allow for the possibility that payments could be reversed, returned unpaid, or otherwise appear to be uncollectible after such crediting. You authorize us to initiate ACH credits to your Checking Account to deposit your Additional Draws into your Checking Account. The Initial Draw, any Additional Draws, and any governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 1.d. above) are referred to individually as a “Draw” in this Agreement.
- g. **Term.** The length of your HELOC is 15 years from the date we initiate the ACH credit for your Initial Draw to your Checking Account (“Term”).
- h. **Draw Period.** You may obtain Additional Draws for the remainder of the 4-year period following the first day of the Term (“Draw Period”).
- i. **Repayment Period.** Each Draw has its own repayment period (“Repayment Period”). The Repayment Period begins the day we initiate the ACH credit for a Draw to your Checking Account or (if applicable) the day we initiate a payment described in Section 1.d. above to public officials and ends on the last day of the Term. For example, the Repayment Period for the Initial Draw is 15 years. If you took an Additional Draw 6 months into the Term, the Repayment Period for this subsequent Draw would be 174 months (14½ years).

- 2. Finance Charge.** You will pay a periodic FINANCE CHARGE (“Periodic Finance Charge”) on the outstanding amount of each Draw each monthly billing cycle (“Billing Cycle”). The Periodic Finance Charge begins to accrue on each Draw on the next Business Day after we initiate the ACH transfer to your Checking Account or (if applicable) after we initiate a payment described in Section 1.d. above to public officials. The Periodic Finance Charge will continue to accrue daily until all outstanding amounts subject to the Periodic Finance Charge have been paid in full, whether before or after the Term ends.

  - a. **Index and Margin.** Your ANNUAL PERCENTAGE RATE (“APR”) used to calculate the Periodic Finance Charge on your Initial Draw and on any governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 1.d. above) is fixed on the date of this Agreement (see the “Initial ANNUAL PERCENTAGE RATE” shown above). Subject to Sections 2.b and 2.c. of this Agreement, the APR used to calculate the Periodic Finance Charge on Additional Draws will be based on an interest rate index (“Index”) and the “Margin” shown above. The Index applicable to each Additional Draw is the highest domestic Prime Rate published in the Money Rates section of The Wall Street Journal (Eastern Edition) for the calendar month preceding the date of the Additional Draw. The APR that will apply to each Additional Draw will be fixed on the date the Draw is debited to your HELOC and is equal to the Index plus the Margin, subject to Sections 2.b. and 2.c. below. The Index may change at any time and therefore the APR may be different for each Additional Draw. If the Index becomes unavailable, we may select a new Index and Margin as follows: If the new Index has a rate history, that history will be substantially similar to your original Index’s history. Your new Index and Margin will result in an APR similar to the rate that is in effect when your original Index becomes unavailable.
  - b. **Rate Cap.** The APR will never be greater than 14.68% (“Rate Cap”). However, if the sum of the Index and the Margin exceeds the Rate Cap for any requested Additional Draw, we may refuse to make the Additional Draw until the sum of the Index and Margin is equal to or less than the Rate Cap. The APR does not include costs other than interest.
  - c. **Rate Floor.** The APR for an Additional Draw will never be less than 9.300% (“Rate Floor”). If the sum of the Index plus the Margin is less than the Rate Floor, the APR for an Additional Draw will equal the Rate Floor. The APR does not include costs other than interest.
  - d. **How We Calculate Your Periodic Finance Charge.** We calculate your Periodic Finance Charge each Billing Cycle using the “daily balance method.” The daily balance method calculates the Periodic Finance Charge on your HELOC by applying the applicable daily periodic rate to the “daily balance” of each Draw for each day of the Billing Cycle, repeating this calculation for each Draw , and adding together the calculation for each Draw . To get the “daily balance” for each Draw on each day, we take the beginning balance of each Draw, and subtract any payments or credits applied to each Draw during the Billing Cycle. This gives us the daily balance for each Draw. We get the applicable daily periodic rate for each Draw by dividing the APR applicable to the Draw by 365 (366 in any leap year). The daily periodic rate that applies to your Initial Draw and to any governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 1.d. above), as of the date of this Agreement is the Initial Daily Periodic Rate shown above.
  - e. **Third Party Fees and Government Fees.** For the opening of your account, you agree to pay the total amount of third party fees and government fees disclosed at the top of page 1 of this Agreement, some of which may be FINANCE CHARGES, as itemized in Addendum 1 to Figure Lending LLC dba Figure Home Equity Line of Credit Agreement.
- 3. Statements.** At the end of each Billing Cycle, we will send you a periodic statement (“Statement”) showing: (a) your Balance at the beginning of the Billing Cycle; (b) the amount and date of each new Draw and other charges and debits and each payment and other credits during the Billing Cycle; (c) the APR for each Draw; (d) the amount of the balance of each Draw to which the APR was applied; (e) the applicable daily periodic rate for each Draw; (f) the Monthly Payment and its due date (“Due Date”); (g) the closing date of the Billing Cycle and

your Balance at the end of the Billing Cycle; (h) the Available Credit; and (i) any other information required by applicable law.

#### 4. Payments.

- a. **Promise to Pay.** You agree to pay all amounts you owe us under this Agreement when due.
- b. **Monthly Payment.** Your monthly payment for each Billing Cycle (“Monthly Payment”) is calculated to fully amortize each Draw you take during the applicable Repayment Period. The estimated Monthly Payment for your Initial Draw and (if applicable) governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 1.d. above) is \$261.15. The exact amount of the Monthly Payment for the Initial Draw and (if applicable) governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 1.d. above) depends on the date Figure initiates the ACH credit to your Checking Account for the Initial Draw and (if applicable) the date we initiate a payment described in Section 1.d. to a public official. If you take Additional Draws, your Monthly Payment will increase and be disclosed to you (as an estimated amount, based on an estimated disbursement date for the Additional Draw) at the time you request an Additional Draw. Your actual required Monthly Payment will be disclosed to you on your Statement for each Billing Cycle.

Your Monthly Payment for a Billing Cycle also may include amounts you owe at the end of the Billing Cycle that exceed your Credit Limit (see Section 1.c. above), and unpaid charges you have incurred in connection with your HELOC (see, for example, Sections 7.a., 7.b.iii. and 9.b.(iii) below).

Your Monthly Payment must be made on or before the Due Date. Your initial Due Date will be on the same calendar day as the date on which the Term commences in the calendar month following the start of the Term. In addition, if your Term commenced on the 29th, 30th, or 31st of the month, and the subsequent calendar month does not have a 29th, 30th, or 31st, the initial Due Date will be the first day of the second subsequent month after your Term commenced. Your subsequent Due Dates will be the same day of each successive calendar month during the Term. If your initial Due Date is on the 29th, 30th, or 31st of the month, and a subsequent calendar month does not have a 29th, 30th, or 31st, the Due Date for that month will be the first day of the month following the month in which the Monthly Payment would have otherwise been due.

At the end of the Term, you must pay us all amounts you owe us in full, on or before the Due Date shown on your final Statement. Your last Monthly Payment may be a different amount, which could be higher to adjust for additional daily interest charges in certain instances such as you making a payment after the Due Date. In such cases, the amount of the last Monthly Payment will be adjusted by the amount necessary to repay your HELOC in full.

If you make a prepayment that is greater than or equal to ten percent of your Balance, we will recalculate your Monthly Payment for each remaining Billing Cycle to account for the prepayment so that your Balance is fully amortized over the remainder of the applicable Repayment Period.

- c. **Prepayment.** You may prepay any portion of your Balance before it is due without penalty. Our acceptance of a prepayment of less than the total outstanding Balance does not change your obligation to pay us the amounts you owe us under this Agreement when due.
- d. **Application of Payments.** Payments are credited to your HELOC as of the Business Day they are received by us (or by our service provider, if applicable) for processing through your Online Account (as described in Section 4.f.), if we receive your payment authorization before 9:00 p.m. PT on that Business Day. Payments received or authorized for processing at or after 9:00 p.m. PT on a Business Day or on a day that is not a Business Day may be credited to your HELOC as of the next Business Day. Payments are applied in the following order as of the Business Day they are credited to your HELOC:

- i. To the then outstanding accrued Periodic Finance Charge
- ii. To any then-outstanding amount that is in excess of your Credit Limit;
- iii. To any other unpaid charges you have incurred, other than a Draw or Periodic Finance Charge; and
- iv. To the unpaid principal balance of each Draw included on your most recent Statement as part of the Balance at the end of the Billing Cycle. (See Section 3 above.) Any funds applied to the unpaid principal balance will generally be applied first to the scheduled principal amount due for the Initial Draw and (if applicable) governmental fees, charges, and taxes we pay to public officials to record the Security Instrument and any directly related documents (as described in Section 2.e. above), based on the amortization schedule used to determine the Monthly Payment associated with the Initial Draw (as described in Section 4.b. above), and then to the scheduled principal amount due for any applicable Additional Draw, based on the amortization schedule used to determine the increased amount of the Monthly Payment associated with any applicable Additional Draw.
- v. We accept partial payments less than your required Monthly Payment. If your payment does not satisfy the entire Monthly Payment due, your payment will be applied in the order listed above, and if you have taken one or more Additional Draws, any funds applied to the principal balance may be applied equally to each draw. Our acceptance of partial payments does not change your obligation to pay us all amounts you owe us under this Agreement when due.
- vi. Any prepayment of principal in excess of the dollar amount of scheduled principal included as part of the required Monthly Payment due will be applied first to the Balance of the Draw with the highest APR and next in order of any other Draws from next highest APR to lowest.
- e. **Checking Account.** To make payments on your HELOC, using one of the payment methods permitted in Section 4.f., you must maintain and use a valid checking account at a U.S. financial institution (“Checking Account”). You must designate the Checking Account you will use for AutoPay (if elected) in your application for a HELOC. You may change your Checking Account by updating your preferences in your Online Account. Changes must be made at least three (3) Business Days in advance of any payment.
- f. **Payment Methods.** You may make payments on your HELOC, using your Checking Account, in the following ways:
  - i. **AutoPay.** You may authorize us (and any applicable service provider) to automatically process all Monthly Payments by preauthorized electronic fund transfers that debit your Checking Account each month (“AutoPay”).
 

You can view, change, or cancel AutoPay in your Online Account. If you want to change or cancel a scheduled AutoPay payment or recurring AutoPay authorization, you must do so at least three (3) Business Days prior to your next Due Date.
  - ii. **One-Time Electronic Payment.** You may authorize a one-time electronic payment in your Online Account.

We are not responsible for payment delays that may occur as a result of bank holidays, the processing schedule of your bank, bank processing errors, or other events beyond our control.

Payments may not be made by any other method, including by check.

## 5. The Property

- a. **Security Interest.** To secure performance of your obligations under this Agreement, you agree to give us a security interest in the Property. You represent to us that you own 100% of the Property in fee simple. You further represent to us that you occupy the Property as your primary residence and will do so continuously during the Term.
- b. **Security Instrument.** You must give us a properly executed open-end security instrument (“Security Instrument”) which will secure all Draws and other amounts you owe us under this Agreement. We may require your spouse, domestic partner, or any other owner listed on the title of the Property to sign the Security Instrument and/or another document evidencing their consent to our security interest in the Property, regardless of whether they are otherwise parties to this Agreement. You must, at our request, provide us with any assistance we require to ensure that our security interest in the Property is valid and has priority over any person that places a lien on the Property after the date of our Security Instrument. If you fail to meet your obligations under this Agreement, we may exercise our power of sale under the Security Instrument, foreclose upon the Property, or pursue any other legal remedies to the extent not prohibited by law.

**YOU COULD LOSE YOUR PROPERTY IF YOU FAIL TO MEET YOUR OBLIGATIONS UNDER THIS AGREEMENT.**

- c. **Notice of Liens on the Property.** You agree to give us notice by e-mailing us at myaccount@figure.com as soon as you know, or have reason to know, that the Property is or may be subject to a mortgage or lien which did not exist on the date of this Agreement.
- d. **Notice of Sale or Transfer of the Property; Due on Sale or Transfer.** You agree to give us at least fourteen (14) calendar days' advance notice by e-mailing us at myaccount@figure.com if you want to sell or transfer ownership of the Property. The Security Instrument includes a due on sale provision that permits us to accelerate your Balance and require you to pay all amounts secured by the Security Instrument immediately if any interest in the Property is sold or transferred without our prior written consent. However, this option shall not be exercised if such exercise is prohibited by applicable law.

## **6. 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 Statement is wrong, or if you need more information about a transaction on your Statement, write us at the address listed on your Statement. Write to us as soon as possible. We must hear from you no later than sixty (60) calendar days after we sent you the first Statement on which the error or problem appeared. You may also contact us at myaccount@figure.com. You can telephone us at 1-888-492-6549, 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 signed up for AutoPay and authorized us to make a payment automatically from your 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) calendar days, unless we have corrected the error by then. Within ninety (90) calendar days, we must either correct the error or explain why we believe the Statement 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 and Available Credit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Monthly Payment that are not in question.

If we find that we made a mistake on your Statement, 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 Monthly Payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that 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) calendar days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your Statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

#### 7. Other Obligations.

- a. Property Insurance. To protect the Property, you agree to maintain a hazard insurance policy insuring the Property against loss by fire, hazards of extended coverage and other customary hazards and providing coverage in an amount equal to or greater than the lesser of (i) the full insurable value of the Property, as established by the property insurer or (ii) the minimum amount necessary to fully compensate for any damage or loss on a replacement cost basis, subject to limitations under applicable law. The deductible must be no greater than 5% of the face amount of the insurance policy on any particular peril. If the Property is in an area identified on a flood hazard map or flood insurance rate map issued by the Federal Emergency Management Agency as having special flood hazards, you agree to maintain a flood insurance policy meeting the requirements of the Federal Insurance and Mitigation Administration and providing coverage in an amount equal to not less than (A) the full insurable value of the Property or (B) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended. You also agree to name us as a mortgagee on all required insurance policies. **You may obtain all required insurance from any provider you choose**, provided that we do not reasonably determine that the provider or the policy may be inadequate to protect our interest in the Property. You must give us satisfactory proof of insurance if we ask you to do so. If you fail to maintain the insurance required by this Agreement, you agree that we may, at our option, obtain and maintain the required insurance, pay the premiums for the insurance, and add the amount of the premiums to your Balance.
- b. Updating Personal, Financial, and Property Information.
  - i. You agree to notify us immediately of any change in your name or address by e-mailing us at [myaccount@figure.com](mailto:myaccount@figure.com). We may require you to provide documentary support or other information regarding these changes.

- ii. You must provide us with any financial-related information we may require from time to time. If any information you have provided us has changed, you must update it in your Online Account. You agree to tell us immediately if your financial condition changes for the worse by e-mailing us at [myaccount@figure.com](mailto:myaccount@figure.com) and explaining the circumstances.
- iii. If we ask you to do so, you must (A) give us a copy of your most recent property tax bill indicating the Property's tax-assessed value, and (B) allow us to conduct appraisals of the market value of the Property at our or your expense, if and to the extent permitted by applicable law. (For example, we may ask you to reimburse us for appraisal and credit report costs we incur to investigate whether reasons for suspending your right to Additional Draws or reducing your Credit Limit or Available Credit pursuant to Section 10 no longer exist.). If we conduct an appraisal or other written valuation of the Property, we will provide you with a copy of the appraisal or valuation, if required by law. You can pay for an additional appraisal for your own use at your own cost.

**8. Default.** You will be in default of this Agreement if at any time:

- a. There is fraud or material misrepresentation by you in connection with your HELOC;
- b. You fail to meet any of your payment in this Agreement after we have provided you any notice and opportunity to cure required under applicable law; or
- c. You fail to meet any of your payment obligations in this Agreement after we have provided you any notice and opportunity to cure required under applicable law; and
- d. Your action or inaction adversely affects the Property or our rights in the Property. For example, we may terminate your HELOC if (i) you transfer title to the Property without our consent; (ii) you fail to maintain hazard, flood or other insurance required by this Agreement or the Security Instrument; (iii) you fail to pay taxes when due on the Property; (iv) you commit waste or otherwise destructively use or fail to maintain the Property such that it adversely affects our rights in the Property; (v) you take or fail to take any action which results in the filing of a lien on the Property which is or becomes senior to our Security Instrument; (vi) the Property is taken through eminent domain; (vii) a prior lien holder forecloses on the Property; (viii) you use the Property illegally, in a manner that subjects the Property to seizure; (ix) our Security Instrument is adversely affected by the filing of a lien on the Property; (x) you die; or (xi) you take or fail to take any other action which adversely affects the Property or our rights in the Property.

**9. Termination.**

- a. **Cause for Termination.** We can terminate your HELOC and require you to pay us your entire Balance outstanding immediately in one payment, or as soon as we ask you to, if you are in default of this Agreement, as described in Section 8, after we have provided you any notice and opportunity to cure required under applicable law.
- b. **Other Actions Short of Termination.** If a condition occurs or exists which would allow us to terminate your HELOC, we may take any action short of termination. For example, we may (i) temporarily or permanently suspend your right to take Additional Draws, (ii) reduce your Credit Limit or Available Credit, (iii) require you to reimburse us if you fail to maintain hazard, flood, or other required insurance, pay property taxes or otherwise fail to make any payment required under this Agreement and we choose to make the payment on your behalf, and/or (iv) take any other action short of terminating your HELOC.

**10. Suspending Additional Draws; Reducing Credit Limit and Available Credit.**

- a. **Reasons.** We may suspend your right to Additional Draws or reduce your Credit Limit or Available Credit if any of the following conditions exist, for as long as they exist:

- i. You are in default of this Agreement, as described in Section 8;
  - ii. The value of the Property declines significantly below its appraised value for purposes of your HELOC;
  - iii. We reasonably believe you will not be able to fulfill the repayment requirements under this Agreement due to a material change in your financial condition;
  - iv. We are precluded by government action from imposing the APR provided for in this Agreement;
  - v. The priority of our security interest is adversely affected by government action to the extent that the value of the security interest in the Property is less than 120% of your Credit Limit;
  - vi. We are notified by a regulatory agency that making Additional Draws constitutes an unsafe and unsound practice; or
  - vii. You are in breach of any material obligation under this Agreement.
- b. **We Will Notify You.** If we suspend your right to obtain Additional Draws or if we reduce your Credit Limit or Available Credit, we will send you a notice within three (3) Business Days after we take the action. The notice will tell you (i) that we have taken the action; (ii) the reasons why we have taken the action; and (iii) that you must ask us to reinstate your right to obtain Additional Draws and/or restore your Credit Limit and Available Credit by e-mailing us at myaccount@figure.com and providing an explanation and documentation showing that the reasons for our action no longer exist. We will reinstate these rights within fourteen (14) calendar days of your written request, if no conditions exist which would allow us to terminate your HELOC, suspend your right to obtain Additional Draws, or reduce your Credit Limit or Available Credit.

- 11. Reporting of Credit Information.** We may report information about your HELOC to consumer reporting agencies. Late payments, missed payments, or other defaults on your HELOC may be reflected in your consumer report.
- 12. Change in Terms.** We may make certain changes to the terms of this Agreement at specified times or upon the occurrence of specified events.

We can make insignificant changes such as changes in the address for payments, billing cycle dates, payment due dates, day of month on which index values are determined, index or interest rate (APR) rounding rules, and balance computation method (if the change produces an insignificant difference in the FINANCE CHARGE you pay). We can also make changes that will benefit you, such as changes that offer you more options or a temporary reduction in fees.

We can change the Index and Margin we use to determine the APR and daily periodic rate if the Index or any substitute index is no longer available. See Section 2.a.

We can make any of these changes without your consent, unless this Agreement or applicable law provides otherwise. We will give you any notice of change that is required by applicable law.

**13. Other Terms and Conditions.**

- a. **Business Days.** Business Days are Monday through Friday, except Federal holidays.
- b. **Applicable Law.** This Agreement will be governed by applicable federal law, and, to the extent not preempted by federal law, the laws of the state where the Property is located.

- c. **Sanctions.** You are not and will not become subject to any economic sanctions issued by any U.S. government body.
- d. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the other provisions of this Agreement remain in full force and effect, and to the extent permitted and possible, the invalid or unenforceable provisions will be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of the invalid or unenforceable provisions.
- e. **Waiver.** Our delay or failure to exercise any of our rights under this Agreement or applicable law is not a waiver of our rights. Any waiver by us of any provision of this Agreement on any one occasion will not be a waiver on any other occasion. We can release all or part of our security interest in the Property or replace it with a security interest in another property without affecting your obligations under this Agreement. We can also release any borrower without limiting our rights against the remaining borrower.
- f. **Notices and Communications.** We may deliver notices to you by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. You authorize us to contact you using the contact information that you provide. Unless prohibited by applicable law, we may (i) contact you using an autodialer, text message, or prerecorded message, at any phone number you have provided to us, including any mobile phone number; (ii) contact you at any address in our records or public or nonpublic databases; or (iii) contact other people who may provide employment, location or contact information for you.
- g. **Taxes.** You should consult a tax advisor regarding the deductibility of interest and charges to your HELOC.
- h. **Late Charge for Overdue Payments.** If the full amount of the Monthly Payment due is not received by the end of 15 calendar days after it is due, you will be responsible for payment of a late charge. The amount of the charge will be up to 5% of the overdue payment of principal and interest, as permitted by applicable law. I will pay this late charge promptly but only once on each late payment.
- i. **Collections.** If you fail to make payments as required by this Agreement or you are otherwise in default, we may refer your HELOC to a collection agency or an attorney for collection. You agree to pay any collection costs, legal expenses, and other costs and fees we incur to collect your HELOC, as permitted by law.
- j. **Foreclosure.** If you are in default of this Agreement, we may seek to enforce our rights under this Agreement and the Security Instrument by foreclosing on the Property. You agree to pay the attorneys' fees, legal expenses, and other costs we incur to enforce our rights under this Agreement, including foreclosing on the Property, to the extent permitted by applicable law.
- k. **No Assignment or Assumption of Borrower's Rights and Obligations.** Your rights and obligations under this Agreement or your HELOC may not be assumed by or assigned to any person. Any purported assumption or assignment of this Agreement or your HELOC by you is void without our prior written consent.
- l. **Transfer of Rights.** We may assign or transfer any interest in your HELOC and this Agreement, or any of our rights or obligations in your HELOC and this Agreement, to any person without notice to or consent from you, unless otherwise required by law. For the purpose of this Section 13.k., a transfer includes a sale or participation.
- m. **Section Headings.** The section and subsection headings and captions in this Agreement are for convenience and reference purposes, and are not contract terms.

#### **14. State-Specific Disclosures**

- a. **Alaska Properties.** You are personally obligated and fully liable for the amount due under this Agreement. We, and our successors in interest, have the right to sue you under this Agreement to obtain a personal judgment against you for satisfaction of the amount due under this Agreement either before or after a judicial foreclosure of the mortgage or deed of trust under AS 09.45.170 - 09.45.220.
- b. **California Properties.** Figure Lending LLC dba Figure is licensed as a California Finance Lender (License No. MLS-1717824).
- c. **California Residents.** A married applicant may apply for a separate account. If we take any adverse action pursuant to § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within sixty (60) calendar days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that compiles and maintains files on consumers on a nationwide basis.
- d. **California and Utah Residents.** As required by California and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under this Agreement.
- e. **Delaware.** In the event you ever ask us to voluntarily subordinate our lien position, you may be responsible for a subordination fee of up to \$300 for the review, processing, and approval of such request.
- f. **Georgia Properties.** We are required to collect a \$10.00 fee for each loan and remit such fee to the Georgia Department of Banking and Finance, pursuant to O.C.G.A. §7-1-1011. We will pay this fee on your behalf and you are not responsible for this amount.  
**O.C.G.A. § 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.**
- g. **Illinois Properties.** We are obligated to advance funds, up to the Credit Limit, at any time during the Draw Period, as set forth in this Agreement.

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

- h. **Iowa Residents.** You understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Agreement, you voluntarily give up your right to this protection for the Property with respect to claims based upon this Agreement.

- i. **Kansas Properties.** NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid Balance at any time without penalty.
- j. **Louisiana Properties.** If your loan is in first lien position, it is made pursuant to the Louisiana SAFE Act (La. Rev. Stat. Ann. 6:1081 et. seq.); if your loan is in subordinate lien position, it is made pursuant to the Louisiana Consumer Credit Law (La. Rev. Stat. Ann. 9:3510 et. seq.).
- k. **Maryland Properties.** You and we agree and elect that your HELOC and this Agreement are made under and governed by Subtitle 9, Credit Grantor Revolving Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.
- l. **Massachusetts Residents and Properties.** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.
- m. **Missouri Properties.** If, upon our request, you fail to provide evidence of the insurance coverage required by this Agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by this Agreement. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding Balance. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- n. **Missouri and Nebraska Properties.** ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND FIGURE AND ANY HOLDER OF THIS NOTE FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.
- o. **Minnesota Properties.** You understand that some or all of your Property is normally protected by law from the claims of creditors, and you voluntarily give up your right to that protection for your Property with respect to claims arising out of this Agreement.
- p. **New Jersey Properties.** The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, actions or practices (i) by which Figure is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Figure unless prohibited by "applicable law" are permitted by New Jersey law.
- q. **New York, Rhode Island and Vermont Residents.** You understand that we may obtain a consumer credit report in connection with your application for this HELOC and in connection with any update, renewals for extension of any credit as a result of this application. If you ask, we will tell you whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of your HELOC or for other legitimate purposes related to this Agreement.

- r. **New York Properties:** DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT. [NY Banking Law § 590-a(2)]
- s. **New York Properties – Junior Lien Loans:** YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE. [3 NY Codes, Rules & Regs. Section 80.4]
- t. **New York Properties:** The cost of mortgage recording tax shall be based on the maximum amount of the credit line available to the borrower, whether advanced or not. [3 NY Codes, Rules & Regs. Section 80.10(b)]
- u. **North Dakota Properties.** NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 1200 MEMORIAL HWY, BISMARCK NORTH DAKOTA 58504. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.
- v. **Ohio Properties.** This loan is made pursuant to applicable federal laws and the Ohio Residential Mortgage Lending Act, to the extent not preempted.
- w. **Ohio Residents and Properties.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.
- x. **Pennsylvania Properties.** For purposes of this Agreement, “Survival Event” is defined as follows:
  - (1) any default described in Section 8 of this Agreement;
  - (2) we require immediate payment of the entire amount owed to us plus interest in one payment or any other action that we may take as a result of a default as described in Section 9 of this Agreement;
  - (3) we require immediate payment in full of all sums secured by the Security Instrument;
  - (4) the end of the Term as defined in this Agreement;
  - (5) the entry of any judgement against you under this Agreement; and
  - (6) the entry of any judgment under the Security Instrument.
- y. **Texas Residents.** This Agreement is not governed by Chapter 346 of the Texas Finance Code.
- z. **Utah Properties.** Your signature (including any digital or electronic signature), address and the date on the application, or other evidence of indebtedness, or your acceptance of this Agreement through an electronic

transmission to us represents your signature, address and the date on this Agreement, which are incorporated in this Agreement by reference. Additionally, this written agreement is a final expression of the agreement between Lender and Debtor and may not be contradicted by evidence of any alleged oral agreement.

- aa. Virginia Residents. I (or we) waive the benefit of my (or our) exemption as to this obligation pursuant to Va. Code §34.22.
- bb. Washington Residents and Properties. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.  
  
The servicing for this line of credit is subject to sale, transfer, or assignment. When such servicing is sold, transferred, or assigned, the purchasing servicing agent is required to provide notification to you.
- cc. West Virginia Properties. Unless you provide us with evidence of the insurance coverage required by this Agreement, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by this Agreement. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- dd. Wisconsin Residents. No provision of a marital property agreement, a unilateral statement under Wis. Stat. § 766.59 or a court decree under Wis. Stat. § 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**BY SIGNING BELOW ELECTRONICALLY, I, Bryan Merta, CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO THIS AGREEMENT.**

Bryan Merta

Borrower

A103DB015299F598A8B5E7B3C3542E18  
C8184E9DFA7FE25BCD04126213A9ACDE  
1B45AB13D3EC9FCF3757F341C3E0A542  
9D00065378B2EA5325DCB2D61CACAC8D

By signing below, you acknowledge receipt of this notice.



Tonya Merta - 05/18/2025

Lender: Figure  
NMLS ID: 1717824

Loan Originator: Harrison Carwile  
NMLS ID: 2134940

## Addendum 1 to Figure Lending LLC dba Figure Home Equity Line of Credit Agreement

**Please read this carefully and keep a copy for your records.**

This Addendum to your Figure Lending LLC dba Figure Home Equity Line of Credit Agreement ("Addendum") contains important information about your home equity line of credit ("HELOC") with us. By signing this Addendum or using your HELOC, you agree to the terms set forth in this Addendum. The borrower who signs this Addendum is identified as "you" or "your," and Figure Lending LLC dba Figure and its successors and assigns is identified as "Figure," "we," "us," or "our."

If you have questions about this Addendum, you may contact Customer Support at [loans@wholesale.figure.com](mailto:loans@wholesale.figure.com). You can view information about your HELOC by logging into your online account for this HELOC at [www.wholesale.figure.com](http://www.wholesale.figure.com) or at any applicable successor website ("Online Account").

You agree to pay the following Third Party Fees and Governmental Fees prior to the opening of your HELOC account, as described in Section 2.e. of the Figure Home Equity Line of Credit Agreement:

Fee Name	Amount	Finance Charge
Manual Notary Fee	\$300.00	No

**BY SIGNING BELOW (WHETHER MANUALLY, DIGITALLY, OR ELECTRONICALLY), I, Bryan Merta, CONFIRM THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM, AND I AGREE TO THE TERMS SET FORTH IN THIS ADDENDUM.**

Bryan Merta  
Borrower

A103DB015299F598A8B5E7B3C3542E18  
C8184E9DFA7FE25BCD04126213A9ACDE  
1B45AB13D3EC9FCF3757F341C3E0A542  
9D00065378B2EA5325DCB2D61CACAC8D