

ORIGIN ID:DNEA (818) 706-6400

TIMIOS, INC.  
2301 W. PLANO PKWY  
STE 215  
PLANO, TX 75075  
UNITED STATES US

SHIP DATE: 09JUN25  
ACTWGT: 1.00 LB  
CAD: 260562789/WSXI3700  
DIMS: 0x0x0 IN  
BILL SENDER

TO

**TIMIOS INC - POST CLOSING**  
**5716 CORSA AVE. SUITE 102**

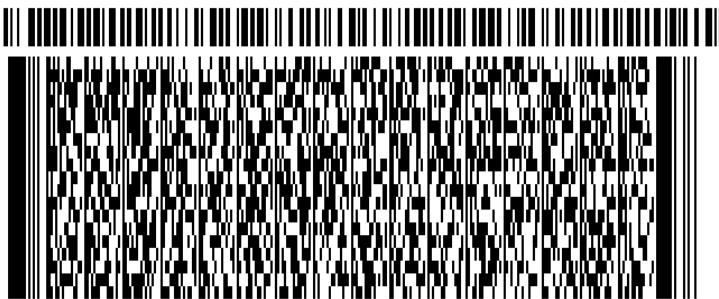
**WESTLAKE VILLAGE CA 91362**

(818) 706-6400 REF: 08-2586663

INV:  
PO:

DEPT:

58GJ510E7459F2



REL#  
3785346

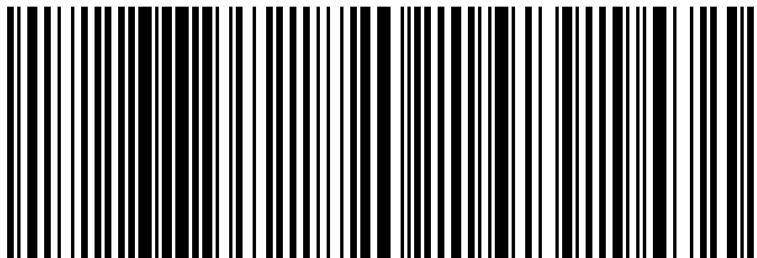
**TUE - 10 JUN 10:30A**

**PRIORITY OVERNIGHT**

TRK#  
0201 2895 6124 2280

**XW JSNA**

**91362  
CA-US BUR**



**Barcode Cover Sheet**

Please include this barcode cover sheet for scanning.

Order Number: 08-02586663



Lender: CROSCOUNTRY MORTGAGE, LLC  
Borrower: KATHLEEN MCCLENON WHAY  
Property Address: 609 PROCTOR ST  
WALTERBORO, SC 29488-4442  
Deal Number: 08-00876492  
Loan Number: 1034000160866

**URGENT**

EFFECTIVE IMMEDIATELY - New Stacking Order

1. This Page
2. Check (if applicable paper clipped to this document)
3. Closing Disclosure – CD
4. Note
5. Mortgage / Deed of Trust
6. Remaining Recordable Documents
7. All other documents

**\*\*\*THIS PAGE MUST BE PLACED AT THE  
VERY TOP OF YOUR PACKAGE UPON  
RETURN\*\*\***

**ATTACH ALL  
CHECKS TO  
THIS PAGE**

**STAPLE, TAPE OR PAPER CLIP CHECKS TO THIS PAGE.**

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the physical attachment of checks.

**LEGAL DESCRIPTION**

# SAVINGS DEPOSIT

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS  
OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

Kathleen Whay  
609 Proctor St  
Walterboro, SC 29488

Date

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR LESS CASH RECEIVED



10532028710 800134256#

31

C A S H ➤  
(INCLUDING COINS)

C  
H  
E  
C  
K  
S

SUB TOTAL ➤

LESS CASH  
RECEIVED

TOTAL  
DEPOSIT ➤ \$

File No: 08-02586662

**THE FOLLOWING DESCRIBED REAL PROPERTY:**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, SITUATE AND BEING JUST OUTSIDE THE WALTERBORO CITY LIMITS, IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA AND MEASURING AND BOUNDED AS FOLLOWS: ON THE NORTH BY OTHER LANDS OF WILLIAM MCCLENNON AND RUTH MCCLENNON FOR AN UNKNOWN DISTANCE; ON THE EAST BY LANDS NOW OR FORMERLY OF THE HEIRS OF EDDIE E. BROWN FOR A DISTANCE OF ONE HUNDRED TWENTY-TWO (122) FEET; ON THE SOUTH BY THE RIGHT-OF-WAY OF PROCTOR STREET FOR A DISTANCE OF NINETY-EIGHT (98) FEET; AND ON THE WEST ALONG A BROKEN LINE BY LANDS NOW OR FORMERLY OF HOPE LIGHTS FOR A DISTANCE OF EIGHTY-FIVE (85) FEET AND LANDS OF SHIRLEY ANN MCMILLAN FOR A DISTANCE OF FIFTEEN (15) FEET AND FIFTY-FIVE (55) FEET, ALL DISTANCES AND AREAS BEING MORE OR LESS.

**APN: 163-15-00-118.000**

**BEING THE SAME PROPERTY CONVEYED TO KATHLEEN MCCLENON WHAY BY DEED FROM WILLIAM MCCLENON RECORDED 02/23/2005 IN DEED BOOK 01099 PAGE 00131, IN THE R.M.C. OFFICE OF COLLETON COUNTY, SOUTH CAROLINA.**

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

Date Issued 6/9/2025  
 Closing Date 6/9/2025  
 Disbursement Date 6/13/2025  
 Settlement Agent Timios Title  
 File # 08-2586662  
 Property 609 Proctor St  
 Walterboro, SC 29488  
 Appraised Prop. Value \$220,000

## Transaction Information

Borrower Kathleen Whay  
 609 Proctor St  
 Walterboro, SC 29488  
 Lender CrossCountry Mortgage, LLC

## Loan Information

Loan Term 30 years  
 Purpose Refinance  
 Product Fixed Rate  
 Loan Type  Conventional  FHA  
 VA   
 Loan ID # 1034000160866  
 MIC #

## Loan Terms

### Can this amount increase after closing?

Loan Amount	\$ 70,000	NO
Interest Rate	7.625 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$ 495.46	NO
<b>Does the loan have these features?</b>		
Prepayment Penalty		NO
Balloon Payment		NO

## Projected Payments

Payment Calculation	Years 1-30
Principal & Interest	\$ 495.46
Mortgage Insurance	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ 0
Estimated Total Monthly Payment	<b>\$ 495.46</b>
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i> <i>See page 4 for details</i>	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>

## Costs at Closing

Closing Costs	\$ 5,314.39	Includes \$ 5,105.45 in Loan Costs + \$ 308.94 in Other Costs - \$ 100.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$ 44,842.61	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower



## Closing Cost Details

Loan Costs		Borrower-Paid At Closing	Paid by Others
A. Origination Charges		\$2,539.20	
01 2.956 % of Loan Amount (Points)		\$2,069.20	
02 Underwriting Fees		\$470.00	(L) \$425.00
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For		\$1,770.00	
01 Appraisal Fee	to BlueBird Valuation A Class Valuation Company	\$600.00	
02 Credit Report	to Factual Data	\$265.00	
03 Flood Certification	to CoreLogic	\$5.00	
04 Title - Closing Protection Letter	to Timios, Inc	\$35.00	
05 Title - Lender's Title Insurance	to Timios, Inc	\$240.00	
06 Title - Settlement Fee	to Timios, Inc	\$625.00	
07			
08			
09			
10			
C. Services Borrower Did Shop For		\$796.25	
01 Title - Title Endorsement Fee	to Timios, Inc	\$70.00	
02 Title Search	to MHTR	\$726.25	
03			
04			
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)		\$5,105.45	
Loan Costs Subtotals (A + B + C)		\$5,105.45	
<b>Other Costs</b>			
E. Taxes and Other Government Fees		\$42.00	
01 Recording Fees	Deed: Mortgage: \$25.00	\$42.00	
02			
F. Prepays		\$266.94	
01 Homeowner's Insurance Premium ( mo.)			
02 Mortgage Insurance Premium ( mo.)			
03 Prepaid Interest (\$14.83 per day from 6/13/25 to 7/1/25 )		\$266.94	
04 Property Taxes ( mo.)			
05			
G. Initial Escrow Payment at Closing			
01 Homeowner's Insurance	per month for mo.		
02 Mortgage Insurance	per month for mo.		
03 Property Taxes	per month for mo.		
04			
05			
06			
07			
08 Aggregate Adjustment		\$0.00	
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)		\$308.94	
Other Costs Subtotals (E + F + G + H)		\$308.94	
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$5,314.39	
Closing Costs Subtotals (D + I)		\$5,414.39	
Lender Credits (Includes \$100.00 credit for increase in Closing Costs above legal limit)		-\$100.00	\$425.00



**Payoffs and Payments**

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 NISSAN MOTOR ACCEPTANC Installment Payoff	\$19,843.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>	<b>\$19,843.00</b>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$70,000.00	\$70,000.00	NO
Total Closing Costs (J)	-\$6,974.00	-\$5,314.39	YES · See Total Loan Costs (D) and Total Other Costs (I). · Increase exceeds legal limits by \$100.00. See Lender Credits on page 2 for credit of excess amount.
Closing Costs Paid Before Closing	\$0	\$0	NO
Total Payoffs and Payments (K)	-\$19,843.00	-\$19,843.00	NO
<b>Cash to Close</b>	<b>\$43,183.00</b>	<b>\$44,842.61</b>	
	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,314.39



## Additional Information About This Loan

### Loan Disclosures

#### Assumption

If you sell or transfer this property to another person, your lender  will allow, under certain conditions, this person to assume this loan on the original terms.  
 will not allow assumption of this loan on the original terms.

#### Demand Feature

Your loan

has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.  
 does not have a demand feature.

#### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

#### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.  
 may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.  
 do not have a negative amortization feature.

#### Partial Payments

Your lender

may accept payments that are less than the full amount due (partial payments) and apply them to your loan.  
 may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.  
 does not accept any partial payments.

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

#### Security Interest

You are granting a security interest in  
609 Proctor St, Walterboro, SC 29488

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

#### Escrow Account

For now, your loan

will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

will not have an escrow account because  you declined it  your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$2,235.96	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



## Loan Calculations

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$183,732.12
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$111,847.87
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$66,511.86
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	8.16 %
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	155.181 %

## Other Disclosures

### Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

### Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,  
 state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

### Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at  
[www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

## Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	CrossCountry Mortgage, LLC		Timios, Inc
Address	2 Miranova Place Suite 280 Columbus, OH 43215		5716 Corsa Ave, Ste 201 Westlake Village, CA 91362
NMLS ID	3029		
SC License ID	MLS-3029		SC46565
Contact	Maria Snyder		Plano Team
Contact NMLS ID	1863896		
Contact SC License ID	MLO - 1863896		SC46365
Email	maria.snyder@myccmortgage.com		planoteam@timios.com
Phone	614-427-2157		888-510-0932

## Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Kathleen Whay / 6/9/25  
Kathleen Whay Date

Loan 1034000160866

Borrower Whay

## **Attention Settlement Agent**

The Lender requires both a) complete scanned-copy and b) overnighted hard-copy of the signed closing package. Please complete the following three steps promptly, to help process the loan as quickly as possible!

**(1) Scan the complete, signed closing package**

*Note that any missing documents from the scan may cause downstream delays or reconciling errors!*

**(2) Upload the complete, scanned package (PDF) to the Lender portal.**

- a) Access the portal via the link provided in the closing package email.
- b) Navigate to the Upload File section and upload the file to the portal.

**(3) Overnight the original signed, hard-copy package to the Lender within 24 hours, (include copies of documents to be recorded).**

*Please do not staple any documents, and arrange in the following order:*

- a) This cover / instructions page
- b) Allonge
- c) Note
- d) True and certified copy of the Security Instrument and any Rider(s)
- e) Title Report
- f) Remainder of fully executed closing package

*Executed Closing Documents to be delivered to:*

CrossCountry Mortgage, LLC  
2160 Superior Avenue  
Cleveland, OH 44114  
Attn: Closing Packages

Closing



Settlement Agent (initials):

*MWB*

## **ALLONGE**

**Loan Number:** **1034000160866**

**Loan Date:** **06/09/2025**

**Borrower(s):** **Kathleen Whay**

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

**Principal Balance:** **70,000.00**

**PAY TO THE ORDER OF**

**Without Recourse**

**Company Name:** **CrossCountry Mortgage, LLC, A Limited Liability Company**



## NOTE

June 9, 2025  
[Note Date]

Cleveland,  
[City]

Ohio  
[State]

609 Proctor St, Walterboro, SC 29488  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. \$70,000.00 (the "Principal") that I have received from CrossCountry Mortgage, LLC, a Limited Liability Company

(the "Lender"), I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the 1st day of each month beginning on August 1, 2025. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied as of its scheduled due date and will be applied to interest before the Principal. If, on July 1, 2055, I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at 2160 Superior Avenue  
Cleveland, OH 44114

or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. \$495.46. This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the Monthly Payments then due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my Monthly Payment unless the Note Holder agrees in writing to those changes.



## 5. LOAN CHARGES

If applicable law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any Monthly Payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue Monthly Payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each Monthly Payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal, all the interest that I owe on that amount, and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

## 7. GIVING OF NOTICES

### (A) Notice to Borrower

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

### (B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



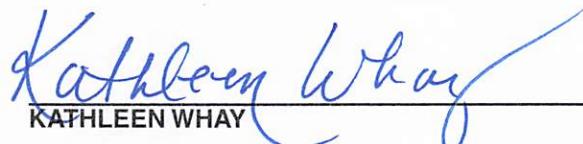
**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



(Seal)

KATHLEEN WHAY

[Sign Original Only]

Lender: CrossCountry Mortgage, LLC

NMLS ID: 3029

Loan Originator: Maria Snyder

NMLS ID: 1863896



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

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

**Title Order No.: 08-02586662**

**LOAN #: 1034000160866**

[Space Above This Line For Recording Data]

## **MORTGAGE**

**MIN 1007191-0004028478-6**  
**MERS PHONE #: 1-888-679-6377**

### **DEFINITIONS**

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

#### **Parties**

**(A) "Borrower"** is **KATHLEEN MCCLENON WHAY, UNMARRIED WOMAN**

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

Borrower is the mortgagor under this Security Instrument.

**(B) "Lender"** is **CrossCountry Mortgage, LLC.**

Lender is **a Limited Liability Company,**  
under the laws of **Delaware.**

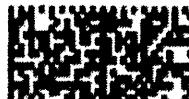
organized and existing  
Lender's address is **2160 Superior Avenue, Cleveland,**  
**OH 44114.**

The term "Lender" includes any successors and assigns of Lender.

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

#### **Documents**

**(D) "Note"** means the promissory note dated **June 9, 2025**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **SEVENTY THOUSAND AND NO/100\*\*\*\*\*** Dollars (U.S. **\$70,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **July 1, 2055**.



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

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider         | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 1-4 Family Rider              | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> V.A. Rider        |
| <input checked="" type="checkbox"/> Other(s) [specify] |   |  |

#### Manufactured Home Rider, Manufactured Home Affidavit of Affixation

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

#### Additional Definitions

(G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

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

(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

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

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

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

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

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

(P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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



the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of Colleton:

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

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

South Carolina **29488** ("Property Address");  
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES** that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

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

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

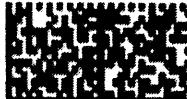
**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under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

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

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

**2. Acceptance and Application of Payments or Proceeds.**

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



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

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

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

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

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

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

### 3. Funds for Escrow Items.

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

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

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

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

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

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

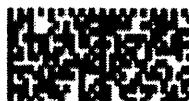
Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

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

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

### 5. Property Insurance.

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and



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

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

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

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

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

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

**(e) Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.



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

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

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

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

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

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

(d) **Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

**10. Assignment of Rents.**

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

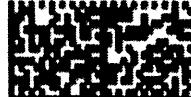
(b) **Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the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

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

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

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

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



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

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

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

#### 11. Mortgage Insurance.

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

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

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

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

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

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

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

#### 12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

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

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

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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



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

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

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

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**13. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

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

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

#### 15. Loan Charges.

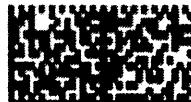
**(a) Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services,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

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

**(c) Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**(d) Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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



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

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

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

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

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

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

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

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

**19. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

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

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

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



inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

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

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

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

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

#### 24. Hazardous Substances.

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

**(b) Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

**(c) Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

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

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

##### 26. Acceleration; Remedies.

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



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

**(b) Acceleration; Foreclosure; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**27. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument will become null and void. Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

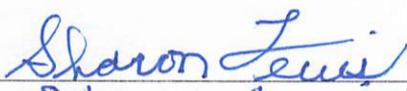
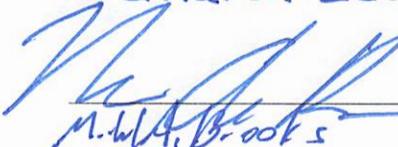
**28. Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

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

**30. Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver will not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws or to a consumer credit transaction as defined in Section 37-1-301(11) of the South Carolina Code of Laws.

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

Signed, sealed, and delivered in the presence of:

  
\_\_\_\_\_  
Sharon Lewis Witness  
  
\_\_\_\_\_  
M. A. Brooks Witness

  
\_\_\_\_\_  
KATHLEEN WHAY  
\_\_\_\_\_  
6/9/25 (Seal)  
DATE

State of South Carolina  
County of COLLETON

The foregoing instrument was acknowledged before me this 6/9/25 (date) by  
KATHLEEN WHAY.

  
\_\_\_\_\_  
(Signature of Person Taking Acknowledgement)

M. A. Brooks  
Notary Public  
(Title or Rank)

(Serial Number, if any)

(Official Seal)

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



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



File No./Escrow No.: 08-02586662/02586663  
Print Date & Time: 06/09/2025 07:24:56

Title Company: Timios, Inc.  
5716 Corsa Ave, Ste 102  
Westlake Village, CA 91362  
(888) 510-0932  
State License ID: 1907129233  
Contact: Aaron Josker  
closing@timios.com  
Contact License ID: 19381225

Settlement Location: 609 PROCTOR ST WALTERBORO SC 29488

Property Location: 609 PROCTOR ST WALTERBORO, SC 29488-4442

Buyer: KATHLEEN MCCLENON WHAY

Seller:

Lender: Crosscountry Mortgage, Llc

Loan Number: 1034000160866

Settlement Date: 6/09/2025

Disbursement Date: 6/13/2025

	Description	Borrower/Buyer	
		Debit	Credit
Financial			
Sales Price of Property		\$0.00	
Personal Property			
Deposit including earnest money			
Loan Amount			\$70,000.00
Existing Loan(s) Assumed or Taken Subject to _____			
Seller Credit			
Excess Deposit			
Lender Credit			\$525.00
Loan/Origination Charges to Crosscountry Mortgage, Llc			
2.956 % of Loan Amount (Points)		\$2,069.20	
Underwriting Fees		\$895.00	
Origination Fee		\$0.00	
Other Loan Charges			
Appraisal Fee to BlueBird Valuation A Class Valuation Company		\$600.00	
Credit Report TO FACTUAL DATA		\$265.00	
Flood Cert TO CORELOGIC		\$5.00	
Tax Service		\$0.00	
Impounds / Initial Escrow Payment at Closing			
Aggregate Adjustment		\$0.00	

<b>Title Charges &amp; Escrow / Settlement Charges</b>			
Owner's Title Insurance to Timios, Inc.			
Lender's Title Insurance to Timios, Inc.		\$240.00	
Endorsement 8.1 - ENVIRONMENTAL PROTECTION END - 8.1		\$10.00	
Endorsement 9 - COVENANTS, CONDITIONS & REST - ALTA 9		\$50.00	
Endorsement 7 - MANUFACTURED HOUSING END. - ALTA 7		\$10.00	
Endorsement 22 - Location a/k/a CLTA 116		\$0.00	
Agents Portion of Total Title Insurance Premium to Timios, Inc. for amount of \$186.00			
Underwriter Portion of Total Title Insurance Premium to Fidelity National Title Insurance Company for amount of \$124.00			
Escrow / Settlement Fee to Timios, Inc.		\$625.00	
Closing Protection Letter Fee to Fidelity National Title Insurance Company		\$35.00	
<b>Government Recording and Transfer Tax Charges</b>			
Recording Fees Deed: Mortgage: to Colleton Clerk of Court		\$42.00	
Transfer Tax to Colleton Clerk of Court		\$0.00	
<b>Payoff(s)</b>			
Creditor Payment to NISSAN MOTOR ACCEPTANCE		\$19,843.00	
<b>Miscellaneous</b>			
Homeowner's Insurance Premium ( mo.)		\$0.00	
Mortgage Insurance Premium ( mo.)		\$0.00	
Prepaid Interest ( \$14.83 per day from 6/13/25 to 7/1/25 )		\$266.94	
Property Taxes ( mo.)		\$0.00	
MHTR FEES		\$726.25	
		<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>		<b>\$25,682.39</b>	<b>\$70,525.00</b>
Due To Borrower			\$44,842.61
<b>Totals</b>			<b>\$44,842.61</b>

---

### Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize Timios, Inc. to cause the funds to be disbursed in accordance with this statement.

Borrower(s):

x Kathleen McClenon Whay / 6/9/25  
KATHLEEN MCCLONON WHAY Date

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



Timios, Inc.

Date

---



### Owner's Affidavit and Indemnification Agreement

The undersigned first duly sworn on oath deposes and says:

That affiant is the owner of certain property located in COLLETON County, SC, described in the Closing File No.: 08-02586663

That there have been no improvements or repairs of existing improvements on said property since the last survey. There are no outstanding claims for mechanics liens against said property.

There is no person in actual possession or having a right to possession of said property or any part thereof, other than the owner.

That there are no easements, encroachments, walkways, or driveways affecting said property except those specifically referred to in the commitment and that no claims of easements, encroachments, walkways, or driveways other than those specifically referred to in the commitment have been made against said property during the period said property was owned by the current owner(s).

That no bankruptcy (Chapters 7, 11, 13) or guardianship currently exists on the owner(s) or the spouse(s) of the owner(s) except as cited in the commitment nor do(es) owner(s) intend to file for bankruptcy or a guardianship. That no construction lien, nor any state or federal tax lien, remains unsatisfied against the owner(s) or the spouse(s) of the owner(s) except as cited in the commitment.

That the owner(s) has (have) not been a named defendant in any action in which a judgment was rendered against the owner(s) spouse(s) except as cited in the commitment and that there are no unsatisfied judgments against the owner(s) except as cited in the commitment.

That no mortgage, deed of trust, security interest, or financing statements is filed on said property except as cited in the commitment.

That the owner(s) has (have) not received notice of any pending cause of action nor has (have) made any conveyance of the said property.

The undersigned hereby agrees to cooperate fully with Timios, Inc. to correct any defective documentation relative to the transaction contemplated.

That this is made for the purpose of inducing Timios, Inc. to insure the title to said property and that the undersigned on the undersigned's own behalf and on behalf of any person or entity represented by the undersigned hereby expressly agrees to indemnify and save harmless Timios, Inc. from any and all loss and attorney's fees arising from claims from the inaccuracy of the above.

  
KATHLEEN MCCLENON WHAY  
6/9/25

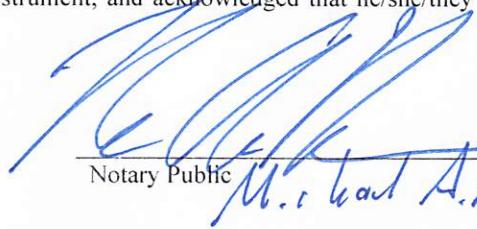
Date

State of  
County of

South Carolina  
Coleton

On this the 9 day of June 20 25, before me a notary public, the undersigned officer, personally appeared KATHLEEN MCCLENON WHAY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
M. Aloysius Brooks

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



## Borrower's Compliance Agreement

**Borrower(s):** KATHLEEN MCCLENON WHAY  
**Closing No:** 08-02586663  
**Lender:** CROSCOUNTRY MORTGAGE, LLC  
**Property Address:** 609 PROCTOR ST, WALTERBORO, SC 29488-4442

In consideration of the services to be provided by Timios, Inc. ("Timios, Inc.") in connection with the closing of the above referenced loan transaction ( "*Loan*" ), and without regard to the reason for any loss, misplacement, rejection by County Recorder or other public official, omission, misstatement, or inaccuracy in any Loan documentation, the above named Borrower agrees as follows:

1. If any document is lost, misplaced, omitted, misstated, rejected for recording or other registration in the public records, , Borrower agrees that it will comply with the request to execute, acknowledge, initial and/or deliver to Timios, Inc. any documentation Timios, Inc. deems necessary to replace and/or correct the lost, misplaced, omitted, misstated, or inaccurate document(s) ("*Requested Documents*"). Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request from either of Timios, Inc. or the above referenced Lender for such replacement.
2. Borrower agrees to pay any additional fees necessary to clear from title to the above referenced Property any mortgages, liens, taxes or judgments ,which for whatever reason was/were not collected at the closing of this loan transaction and also agrees that it will pay any additional amounts which were previously disclosed to Borrower as a cost or fee associated with the Loan, but which, for whatever reason, were not collected at closing. (collectively, "*Additional Funds*"). Borrower agrees that whenever it is responsible for the payment of Additional Funds, such payment shall be made in certified funds only.

Any request under this Agreement may be made by either Timios, Inc. or the Lender, including assignees and persons acting on behalf of the Lender, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the Property indicated above shall be considered conclusive evidence of the necessity for Requested Documents or Additional Funds.

**Borrower Liability:** Borrower understands that Timios, Inc. is relying on the representations contained in this **BORROWER'S COMPLIANCE AGREEMENT FOR LOAN TRANSACTION** and agrees to be liable for any and all loss or damage which Timios, Inc. reasonable sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Timios, Inc. in the event that Borrower fails or refuses to execute, acknowledge, initial, or deliver the Requested Documents or render the Additional Funds to Timios, Inc. later than ten (10) days after being requested to do so by Timios, Inc. or Lender,

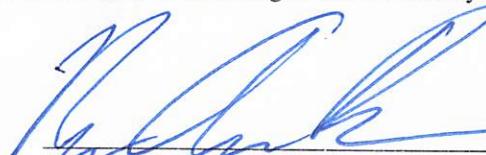
This Agreement shall survive the closing of the Loan and inure to the benefit of Timios, Inc. and be binding upon the heirs, devisees, personal representatives, successors, and assigns of Borrower.

Kathleen McClenon Whay  
KATHLEEN MCCLENON WHAY

State of South Carolina  
County of Columbia

On this the 9 day of June 20 25, before me a notary public, the undersigned officer, personally appeared KATHLEEN MCCLENON WHAY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

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


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

## CORRECTION AGREEMENT

Each of the undersigned (individually and collectively "Borrower") authorize Timios, Inc. ("Settlement Agent") to make the corrections authorized by this Agreement in Borrower's loan documents that Borrower signed in connection with the closing of Borrower's mortgage loans with CROSCOUNTRY MORTGAGE, LLC ("Lender") on ?.

Settlement Agent is authorized, on Borrower's behalf, to place Borrower's initials on any page delivered to Borrower at closing but that Borrower failed to initial and to place Borrower's initials on Borrower's behalf on the documents where Borrower made changes but failed to initial. In addition, Settlement Agent is authorized on Borrower's behalf to correct and initial typographical or clerical errors in the documents as directed by Lender. Examples of typographical or clerical errors that Settlement Agent can correct on Borrower's behalf include:

1. Errors in the spelling of Borrower's name, mailing or property address, or in the legal description of Borrower's property.
2. Adding in the legal description of Borrower's property if it was inadvertently omitted from mortgage or deed of trust.
3. If applicable, adding the name of Borrower's condominium or planned urban development (PUD) project if it was inadvertently omitted.
4. Any other change Borrower and Lender authorize in advance.

**In no event shall this Correction Agreement be used to change in any way the terms of Borrower's loan including (but not limited to) the interest rate, loan amount, monthly payment or closing fees.**

Borrower will be provided a copy of the corrected document if Settlement Agent exercises the authorization granted by this Correction Agreement.

This authority granted under this Correction Agreement shall automatically terminate sixty (60) days from the Closing Date.

*Kathleen McClenon Whay*  
KATHLEEN MCCLENON WHAY

State of South Carolina  
County of Colleton

This instrument was acknowledged before me on 6/9/25, by

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

Notary Public  
Michael A. Brooks  
My commission expires: 5/9/29

Distribution Form

**TIMIOS**

Borrower Name(s): KATHLEEN MCCLENON WHAY  
Property Address: 609 PROCTOR ST WALTERBORO, SC 29488-4442  
Closing Number: 08-02586663

**ATTENTION BORROWER: PLEASE MAKE SURE THAT YOU COMPLETE THE BELOW INFORMATION REGARDLESS OF WHETHER YOU ARE RECEIVING CASH BACK AT CLOSING OR NOT.**

In the event that there is a refund of any sort owed to you post-closing, whether it's for recording overages, tax refunds, premium overages, etc., Timios would prefer to direct deposit or wire those funds directly into your account to ensure timely deposit of those funds directly into your account. If you do not provide your Banking information, Timios will send your refund via check to the mailing address you list below. It is imperative that you deposit these funds immediately, no matter how small the refund amount is. Some refunds may only total \$1.00, but those checks must be deposited. Timios is prohibited from keeping these funds. If after the third attempt for the check to be cashed check is sent and not deposited, Timios is required to escheat the funds to the State and any attempt to recover those funds by you will have to be made directly to the State or Courts and Timios will no longer have the ability to assist with recovering.

Indicate below the delivery method of funds by checking the appropriate box and complete the information needed below:

WIRE

BANK NAME: Enterprise Bank

BANK CITY & STATE: Walterboro, South Carolina

BANK PHONE #: (Wire cannot be sent without phone #) 843-549-5544

BANK ABA OR ROUTING #: 053202871

NAME(S) ON ACCOUNT: Kathleen Whay/Kimberly Richardson

ACCOUNT NUMBER: 800134256

SPECIAL INSTRUCTIONS: \_\_\_\_\_

**CHECK** I would like my funds mailed to the mailing address listed below. If delivery option is available in your area, Timios will overnight service funds to address provided with no signature option required for any checks over \$100.00.

\*\*\* YOU MUST SELECT ONE OF THE BELOW OPTIONS. FAILURE TO DO SO WILL RESULT IN A CHECK BEING SENT TO THE PROPERTY ADDRESS\*\*\*

DELIVER CHECK TO PROPERTY ADDRESS LISTED ABOVE:  YES OR  NO, complete below info  
ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

*Kathleen McClenon Whay*

KATHLEEN MCCLENON WHAY

6/9/25

Date

Date

State of  
County of

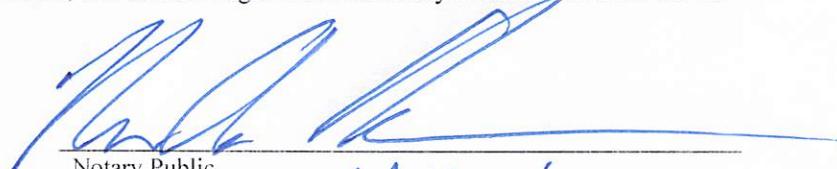
South Carolina  
Columbia

On this the  
appeared

9 day of June 20 25

, before me a notary public, the undersigned officer, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
*M..h..l..A..Brooks*

Notary Public

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

# TIMIOS

## Survey Affidavit

State of SOUTH CAROLINA  
County of COLLETON

} SS.

BEFORE ME, the undersigned authority, on this day, personally appeared KATHLEEN MCCLENON WHAY, , ("Owner"), known to me and who, after being by me duly sworn, on oath stated:

An Owner/Mortgage Policy of Title Insurance has been requested to be issued by Timios, Inc. and the exception on Schedule B of said policy be amended to state "Shortages in Area". Subject property is legally described as:

See exhibit "A" attached hereto.

I swear on my oath, that since the last survey of said property, described in Exhibit "A", expressly incorporated into and made a part of this affidavit for all general purposes, the survey of the subject property, to the extent accurate when made, remains accurate and correct and properly reflects all, to the extent that it did when made, improvement, including any and all fences, garages, pavement and buildings and I am/we are not aware of any conflicts, encroachments, protrusions, overlaps or boundary disputes with any adjoining owners not reflected on the survey. Furthermore, since the date of the survey attached hereto, there have been no subsequent improvements added to said property, including rooms, walls, fences, buildings or paving. Further, that the fences and/or walls as shown on the survey attached hereto, if any, have not been relocated.

This affidavit is made to Timios, Inc. and/or lender as an inducement to them to complete the transaction, and I/we realize that Timios, Inc. and/or lender is/are relying upon the representations contained herein; and the undersigned does hereby swear under penalties of perjury that the foregoing information is true and correct in all respects.

EXECUTED AND SWORN TO this 9 day of June, 2025.

By: Kathleen McClenon Whay  
Owner 1

KATHLEEN MCCLENON WHAY  
Print Name

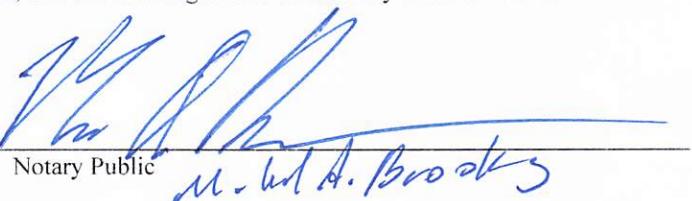
By: \_\_\_\_\_  
Owner 2

Print Name

State of South Carolina  
County of Colleton

On this the 9 day of June, 20 25, before me a notary public, the undersigned officer, personally appeared KATHLEEN MCCLENON WHAY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
Notary Public  
*M. A. Brooks*

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



## Instruction to Freeze and Close Equity Line Account

To:  
Borrower(s): KATHLEEN MCCLENON WHAY  
Loan/Acct. No:  
Closing No: 08-02586663  
Property Address: 609 PROCTOR ST, WALTERBORO, SC 29488-4442  
Date: June 9, 2025

By this Instruction to Freeze and Close Equity Line Account ("Instruction"), the undersigned borrowers request the above referenced account to be frozen from any and all access to funds and closed as of the date of the signing of this Instruction.

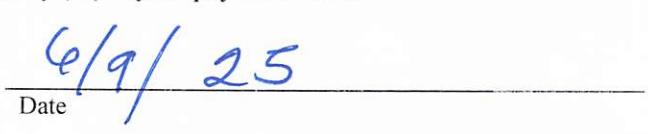
The undersigned hereby declare and agree that no further **advances, checks, credit card transaction, automatic deductions or any other source of funds will be requested from this Equity Line account as of the date of signing of this Instruction.**

The undersigned acknowledge and agree that this letter does not relieve the undersigned from any outstanding indebtedness for any unpaid balance on the above referenced Loan/Account for which they are obligated, including, but not limited to, any balances that may result from the reversing of prior payments or the presentment of any preauthorized transactions after the closing of said account has been processed.

### NOTE

Following receipt of payment in full of all sums owed to you for the above referenced account, you are instructed to prepare the necessary documents that will release the lien of your security instrument and to cause such documents to be recorded in the applicable public records no later than thirty (30) days of payment in full.

  
KATHLEEN MCCLENON WHAY

  
Date 6/9/25

Date



**Indemnity and Affidavit as to Debts and Liens and Possession**  
**Use Separate Form for Each Party**

**TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING**

Order # 08-02586663

**Subject Property:** 609 PROCTOR ST, WALTERBORO, SC 29488-4442

BEFORE me, the undersigned authority, on this day personally appeared:

(Seller or Owner/Borrower), personally known to me to be the person(s) whose name is/are subscribed hereto and upon oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of Affiant(s) has/have not changed since the date of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for lighting, plumbing fixtures, water heaters, floor furnaces, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkler systems, Venetian blinds, curtain and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property by financing statement, security agreement or otherwise except the following:

Creditor	Approximate Amount
<u>NONE</u>	

(If NONE, write "NONE" on blank line)

2. No Loans, unpaid judgments or liens (including federal or state liens and judgment liens) and no unpaid association or government taxes, charges or assessments of any kind on such property except the following:

Creditor	Approximate Amount
<u>NONE</u>	

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

<u>NONE</u>
-------------

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except the following:

<u>NONE</u>
-------------

(If NONE, write "NONE" on blank line)

\*5. To be filled if a sale - \*The seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: \_\_\_\_\_ Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER AND/OR TITLE COMPANIES IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS, OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS LIENS, CLAIMS, OR RIGHTS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AND INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND MORTGAGE.

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

*Kathleen McClenon Whay*  
KATHLEEN MCCLENON WHAY  
6/9/25

Date

Date

State of South Carolina  
County of Colleton

On this the 9 day of July 20 25, before me a notary public, the undersigned officer, personally appeared Kathleen McClenon Whay, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

*Michael Aloysius Brooks*  
Notary Public  
*M. Aloysius Brooks*

\*If Seller is a non-resident alien, foreign corporation, etc., call your manager or underwriting personnel.

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

# TIMIOS

## Tax Affidavit

Date: June 9, 2025  
Borrower(s): KATHLEEN MCCLENON WHAY  
Property Address: 609 PROCTOR ST, WALTERBORO, SC 29488-4442

The undersigned Borrower(s) hereby agree as follows:

1. The closing of the above-referenced transaction took place on 6/9/25.
2. The Real Estate Taxes for the current year were NOT available at the time of closing, therefore, the real estate taxes for the previous year were used as a basis for the taxes as show on the Closing Disclosure and Settlement Statement.
3. The Borrower(s) hereby agrees to hold harmless and indemnify Timios, Inc. from any loss or damage due to the above. Borrower is responsible for payment of any amount due and payable once the new tax bill is available/received.

READ AND APPROVED BY:

*Kathleen McClenon Whay*  
KATHLEEN MCCLENON WHAY

Date

Date

State of SOUTH CAROLINA  
County of COLLETON

Subscribed and sworn to (or affirmed) before me on this 9 day of June 2025 by  
KATHLEEN MCCLENON WHAY, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*[Signature]*  
Signature of Notary Public

(Notary Seal)

*M. Aloysius Brooks*

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



## Borrowers Escrow Instructions

**Closing No:** 08-02586663  
**Borrower(s):** KATHLEEN MCCLENON WHAY  
**Property Address:** 609 PROCTOR ST, WALTERBORO, SC 29488-4442  
**To:** Timios, Inc.

The undersigned borrower hands you Executed Loan Documents from Lender together with a HUD-1 Settlement Statement depicting a detailed disbursement of all funds within this Refinance Transaction, and other instructions as presented. You are hereby authorized and instructed to close this Refinance Escrow upon the instruction of the Lender and all written instructions presented; and to disburse all funds from the Escrow in accordance with and pursuant to the HUD-1 Settlement Statement.

Borrower is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender. Borrower is also aware that interest will accrue through weekends or holidays. Borrower acknowledges they are responsible for the payment of all such interest and costs associated with any payoff and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest. Borrower is aware that they are responsible for the payment of all Real Property Taxes prior to delinquency and authorize Escrow to pay any such delinquency as required by the Lender. Borrower will immediately deposit necessary funds to cover any such shortage, advance or payment.

In the event an advance is necessary from Escrow prior to close Borrower Agrees they will immediately deposit such amounts necessary to obtain Demand Releases, such as may due, in example, for Lines of Credit and/or Utility obligations.

Borrower authorizes the use of excess funds from all estimated charges to meet the obligations of this refinance transaction.

### DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Timios, Inc., with any state or national bank, or savings and loan association (the "depository Institution") and may be transferred to any other such general escrow account or accounts. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Timios, Inc.. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

Kathleen McClean Whay

KATHLEEN MCCLANON WHAY

6/9/25

Date

Date

## Informed Consent

Congratulations on your upcoming real estate transaction. As you may know, South Carolina entitles you to choose the attorney who will represent you at the closing of that transaction. Your lender has arranged for those services to be provided by Keegan Law Firm, LLC and by the local closing attorney identified on the attached form.

The legal functions in a real estate transaction include the closing of the transaction, which includes the review of all closing documents, the explanation of those documents to you and advising you regarding the proper execution of those documents (Closing).

Other legal function include (Pre-Closing and Post-Closing):

- a. Review and certifications of title abstracts (Title),
- b. Preparation of the Deed with respect to purchase transactions (Deed),
- c. Review of all closing documents, including but not limited to the Closing Disclosure, Deed, powers of attorney, mortgage loan documents, etc, and conduct of the closing (Closing),
- d. Recording of recordable documents (Recording), and
- e. Disbursement of funds in accordance with the Closing Disclosure (Disbursement).

The Closing Attorney identified on the attached form will provide the Closing function with you. Keegan Law Form, LLC will provide the Pre-Closing and Post-Closing functions before and after your closing. Closing Attorney performs this work on a per-closing basis and is not regularly employed by Keegan Law Firm, LLC. Keegan Law Firm, LLC and the Closing Attorney will cooperate to provide competent representation to you and protect your interests. The Closing Attorney's contact information is on the attached form and the contact information for Keegan Law Firm, LLC is: 33 Market Point Drive, Greenville, SC 29601 (864) 233-3111.

Keegan Law Firm, LLC and the Closing Attorney believe that this division and limitation of functions enhances the efficiency of the process and that communication and cooperation between them is designed to eliminate the risk that any functions would be completed incorrectly. Of course, without that communication and cooperation, those risks would exist.

I understand the process described above and have been reasonably informed as necessary by the Closing Attorney:

Borrower(s): Kathleen m Whay Date: 6/9/25  
Kathleen m. Whay

Seller(s): \_\_\_\_\_ Date: \_\_\_\_\_  
(if applicable) \_\_\_\_\_

**Execute the attached Attorney/Insurance Preference Form**

## **Attorney/Insurance Preference Form**

Date 6/9/25

1. I (we) have been informed by the lender that I (we) have a right to select legal counsel to represent me (us) in all matters of this transaction relating to the closing of the loan.

(a) I select

Attorney's Name

Borrower's Signature

Borrower's Signature

- (b) Having been informed of this right, and having no preference, I asked for assistance from (the lender/mortgage broker) and was referred to a list of acceptable attorneys. From that list I select:

Keegan Law Firm, LLC and

(Closing Attorney's Name)  
Closing Attorney's Address

Michael A. Brooks, Carolina Attorney  
for Plaintiff

Closing Attorney's Tel.

(see attached Informed Consent)

Kathleen M. Whay  
Borrower's Signature  
Kathleen M. Whay

---

**Borrower's Signature**

2. I (we) have been informed by (the lender/mortgage broker) that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.

(a) I select

Metts Insurance Agency LLC  
Agent's Name \_\_\_\_\_

Borrower's Signature

Borrower's Signature  
Kathleen M. Whaley

**Borrower's Signature**

- (b) Having been informed of this right, and having no preference, I asked for assistance from (the lender/mortgage broker) and was referred to a list of qualified agents. From that list I select:

Agent's Name

---

Borrower's Signature

---

Borrower's Signature

# Privacy Notice

Effective: January 1, 2023

## Acknowledgment and Consent

PLEASE READ THIS PRIVACY NOTICE CAREFULLY. BY SUBMITTING PERSONAL INFORMATION AND NON-PERSONAL INFORMATION AND USING OUR APPLICATIONS, WEBSITES, AND/OR PRODUCTS, OR BY COMMUNICATING WITH US IN ANY MANNER, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE. TIMIOS MAY CHANGE THIS PRIVACY NOTICE AT ANY TIME. EACH TIME YOU PROVIDE INFORMATION TO TIMIOS FOLLOWING ANY AMENDMENT TO THIS PRIVACY NOTICE, YOUR PROVISION OF INFORMATION TO TIMIOS WILL SIGNIFY YOUR ASSENT AND ACCEPTANCE TO THE TERMS OF THE REVISED PRIVACY NOTICE FOR ALL PREVIOUSLY COLLECTED INFORMATION AND ANY INFORMATION COLLECTED FROM YOU IN THE FUTURE.

This Privacy Notice describes how Fiducia Real Estate Solutions, Inc. and its subsidiaries (together referred to as "Timios," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from or about you: (1) when you access or use our mobile applications ("Applications"), websites ("Websites"), or products and/or services ("Products"); (2) when you communicate with us in any manner, including by email, telephone, and in person; and (3) from third party sources.

## California Residents

If you are a California resident, please click this [link](#) to see how we collect, use and disclose your personal information.

## Types of Information that Timios collects

Depending upon the Applications, Websites, or Products you access or use, the nature of your communications with us, and the applicable laws, we may collect both personal and non-personal information about and from you.

Personal information is non-public information that can be used to directly or indirectly identify or contact you, and it falls into the following categories:

- **Identifiers**, including but not limited to your name, alias, social media handle, IP address, username and password, postal and/or e-mail address, account name and/or account number, social security number, driver's license number and/or passport number.
- **Related identifiers**, including but not limited to your date of birth, bank account or credit card number, financial information, insurance policy number and/or license plate information.
- **Physical characteristics**, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- **Commercial information**, including records of products or services purchased, obtained, or considered, and other purchasing and consuming histories and tendencies.
- **Biometric information**, such as fingerprints.
- **Internet or other similar network activity**, including but not limited to browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- **Geolocation data**, such as your zip code and time zone.

How does Timios collect your information?

We collect your information in several ways:

- Timios may collect information from you when you access or use our Applications, Websites, or Products, or when you communicate with us in any manner. Examples may include, but are not limited to:
  - Information you provide by filling forms on our Applications and/or Websites, including information provided at the time of registering for any Product or event, posting material or requesting further services or information;
  - Information you provide when you report a problem with our Applications or Websites;
  - Records and copies of your correspondence (e.g., email address) if you contact us;
  - Your responses to surveys that we might ask you to complete; and
  - Details of transactions you carry out through our Applications, Websites, and the fulfillment of your orders.
- Timios may also collect information from third parties, including business partners and subsidiaries, including but not limited to information from public sources, including local, state, and federal

government agencies and departments. Cookies. When you visit a Timios website, a cookie may be sent to your computer. A cookie is a small piece of data that is sent to your internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies assists Timios with improving your user experience by tracking your online activities (behavioral tracking). You can choose whether or not to accept cookies by changing your internet browser settings, giving you the ability to opt out of such behavioral tracking.

How does Timios use your personal information?

Timios may use your personal information in variety of ways, including but not limited to:

- Provide the Applications and Websites to you
- Provide the Products you have requested
- Fulfill a transaction you requested or service your policy
- Handle a claim
- Create and manage your account
- Respond to your requests, feedback, or inquiries
- Comply with laws, regulations, and our policies

Does Timios share your personal information?

Timios does not sell your personal information. However, Timios may share your personal information with subsidiaries and unaffiliated third parties in the following situations:

- To affiliates. Timios may disclose your personal information to subsidiaries and affiliates to further facilitate your use of our Applications, Websites, and Products.
- To service providers. Timios may disclose your personal information to third-party vendors and partners who complete transactions or perform services on our behalf. Examples of these service providers may include, but are not limited to credit or debit card processors, auditors, etc.
- For legal purposes. Timios may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to comply with legal process or applicable laws.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Further, Timios may disclose your information to third parties for whom you have provided authorization or consent to make such disclosure. Timios does not otherwise share your personal information, except as required or permitted by law. If you have any questions about how Timios shares your personal information, you may contact us at [privacy@timios.com](mailto:privacy@timios.com).

How does Timios store and protect your information?

The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We will maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How long is your information retained?

Timios may retain your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. These obligations do vary by state. Timios may store some personal information indefinitely, including the period after which your relationship with us has ended. If we dispose of your personal information, Timios will do so in a way that is secure and in compliance with our legal and regulatory obligations.

Your options

Timios provides you the ability to exercise certain options regarding our collection, use, storage, and sharing of your personal information. In accordance with applicable law, you may correct or update your personal information.

If you do not want Timios to share your information with our affiliates, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. It is entirely your decision as to whether you want to submit your personal information or non-personal information to Timios. However, if you elect not to submit personal information and non-personal information to Timios, we may not be able to provide certain services or products to you.

Disclosure to residents of certain states

California Residents: See California Privacy Policy {LINK}

Nevada Residents: You may be placed on Timios' internal Do Not Call List by calling (800) 409-5112 or by contacting Timios via the information set forth at the end of this Privacy Notice. Also, Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

Vermont Residents: Timios will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize Timios to make those disclosures.

Colorado, Connecticut, Virginia, and Utah each provide their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Data portability.
- Opt-out of personal data processing for targeted advertising and sales.

Colorado, Connecticut, and Virginia also provide their state residents with rights to:

- Correct inaccuracies in their personal information, taking into account the information's nature, processing and purpose.
- Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights, please submit a request as provided below. To appeal a decision regarding a consumer rights request, please contact compliance@timios.com or call (800) 409-5112.

## **Links to Other Sites**

The Timios websites may contain links to other websites. Timios is not responsible for the privacy practices or the content of any of those other websites. Timios encourages you to read the privacy policy of every website you visit.

## **Children**

Timios applications, websites and products are not intended for children under the age of 18. Timios does not knowingly collect personal information from children for any reason.

## **Changes to the Privacy Notice**

Timios may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page. The effective date will be stated at the top of this Privacy Notice. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you. You should regularly check this page for any changes to this Privacy Notice.

**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE APPLICATIONS, WEBSITES, OR PRODUCTS, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED PRIVACY NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

## **Accessing and correcting information/Contact us**

Should you have any questions, would like to access or correct your personal information, or would like to opt-out of information sharing, send your requests via email to [privacy@timios.com](mailto:privacy@timios.com). You may also contact Timios by phone at (800) 409-5112 or by mail to:

**Fiducia Real Estate Solutions, Inc.  
Attn: General Counsel  
5716 Corsa Ave., #102  
Westlake Village, CA 91362**



#### AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

Borrower Name(s): KATHLEEN MCCLENON WHAY

Property Address: 609 PROCTOR ST, WALTERBORO, SC 29488-4442

Closing Number: 08-02586663

Dear Borrower,

We request your authorization to enable Timios, Inc. ("Timios") to initiate Automated Clearing House (ACH) credit entries to the account specified below, a convenient and expedient process that allows for timely and secure transfers of loan proceeds, refunds from tax overpayments, premium overages, recording overages, etc., thus helping you to avoid potential delays associated with traditional check processing.

Please note that, if necessary, Timios also reserves the right to make adjustments in the event of any transactions erroneously credited to your account.

This authorization will remain effective until you notify Timios in writing of its cancellation in a timely manner that allows Timios and your Financial Institution ample opportunity to act.

By signing below, you confirm that you are an authorized signatory on the specified account and are granting Timios the authority detailed herein.

**Disclaimer:** If this form is left unfilled or the designated account cannot accept ACH transactions, any necessary refunds (including but not limited to tax overpayments, premium overages, recording overages, etc.) will be issued via check and mailed to the address we have on file for you.

ACH

Bank Name: ENTERprise BANK

Bank Address: WALTERBORO, South Carolina

BANK ABA OR ROUTING #: 053202871

NAME(S) ON ACCOUNT: Kathleen Whay / Kimberly Richardson

ACCOUNT NUMBER: 800134256

SPECIAL INSTRUCTIONS:

Kathleen McClenon Whay  
KATHLEEN MCCLENON WHAY  
6/9/25

Date

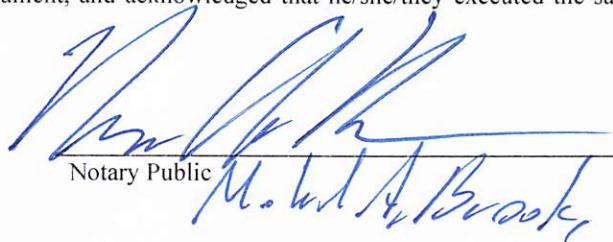
State of

South Carolina

St. Lucie County of Saint Lucie  
Colleton

On this the 9 day of June 20 25, before me a notary public, the undersigned officer, personally appeared Kayla Mallone Whay, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
*M. Aloysius Brooks*

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

File No: 08-02586662

THE FOLLOWING DESCRIBED REAL PROPERTY:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, SITUATE AND BEING JUST OUTSIDE THE WALTERBORO CITY LIMITS, IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA AND MEASURING AND BOUNDED AS FOLLOWS: ON THE NORTH BY OTHER LANDS OF WILLIAM MCCLENNON AND RUTH MCCLENNON FOR AN UNKNOWN DISTANCE; ON THE EAST BY LANDS NOW OR FORMERLY OF THE HEIRS OF EDDIE E. BROWN FOR A DISTANCE OF ONE HUNDRED TWENTY-TWO (122) FEET; ON THE SOUTH BY THE RIGHT-OF-WAY OF PROCTOR STREET FOR A DISTANCE OF NINETY-EIGHT (98) FEET; AND ON THE WEST ALONG A BROKEN LINE BY LANDS NOW OR FORMERLY OF HOPE LIGHTS FOR A DISTANCE OF EIGHTY-FIVE (85) FEET AND LANDS OF SHIRLEY ANN MCMILLAN FOR A DISTANCE OF FIFTEEN (15) FEET AND FIFTY-FIVE (55) FEET, ALL DISTANCES AND AREAS BEING MORE OR LESS.

**APN: 163-15-00-118.000**

**BEING THE SAME PROPERTY CONVEYED TO KATHLEEN MCCLENON WHAY BY DEED FROM WILLIAM MCCLENON RECORDED 02/23/2005 IN DEED BOOK 01099 PAGE 00131, IN THE R.M.C. OFFICE OF COLLETON COUNTY, SOUTH CAROLINA.**



**DATE:** 5/29/25

**BILL TO:** Timios Inc  
5716 Corsa Avenue, Suite 102  
Thousand Oaks, CA 91362

**PHONE:** 877-251-0255

**Due: Net 10**  
**Mobile Home Title Resolutions**  
**13453 N Main St., Suite 2C Ste 401**  
**Jacksonville, FL 32218**

<b>BORROWER/BUYER</b>	Kathleen M. Whay
<b>PROPERTY ADDRESS:</b>	609 Proctor Street
	Walterboro, SC 29488
<b>CLOSING CO FILE:</b>	2586663
<b>LOAN NUMBER:</b>	

**THANK YOU FOR YOUR BUSINESS**

**TOTAL**

**\$726.25**



13453 N. Main Street, Suite 401  
Jacksonville, FL 32218  
[www.MobileHomeTR.com](http://www.MobileHomeTR.com)  
727-240-3278

*The documents contained in the next few pages are to allow our office to handle the process of retirement/surrender of the title to your manufactured home.*

- Please **ONLY** sign in the signature sections as there is not any other information required at this time.
- Please be sure to obtain a legible copy of all parties' driver's license to include when sending the packet back as it is mandatory when processing paperwork with the state.
- Please have all documents signed. **Do not write on the paperwork ANYWHERE** except where it indicates for a signature and/or notarization. Nothing can be marked through and initialed as the states will not accept altered documents.
- If an attorney in fact will be signing for any party involved whether it be seller or buyer, you must stop and call us immediately because the cost and paperwork will change.
- All original Mobile Home Documents that have been signed and notarized if necessary should be sent back along with a check in the amount of the invoice to the address above.

*Should you have any questions about these documents please call MHTR at 727-223-6795*

**CURRENT TITLE INFORMATION**

YEAR	2005
MAKE	SOUH
TITLE NUMBER	770150433200162A
SERIAL NUMBER/VIN	DESAL0944AB
LENGTH	66
WIDTH	28
OWNER	KATHLEEN WHAY
LIEN HOLDER	
LIEN DATE	

YEAR	
MAKE	
TITLE NUMBER	
SERIAL NUMBER/VIN	
LENGTH	
WIDTH	
OWNER	
LIEN HOLDER	
LIEN DATE	

YEAR	
MAKE	
TITLE NUMBER	
SERIAL NUMBER/VIN	
LENGTH	
WIDTH	
OWNER	
LIEN HOLDER	
LIEN DATE	

YEAR	
MAKE	
TITLE NUMBER	
SERIAL NUMBER/VIN	
LENGTH	
WIDTH	
OWNER	
LIEN HOLDER	
LIEN DATE	

A large, empty rectangular box with a thin black border, occupying most of the page below the title.

### CHECK LIST

These are the documents that we must receive for us to be able to complete the mobile home title work. After closing, please send all items listed. Items missing will cause a delay in processing and there could be added expense.

- Power of Attorney signed by Kathleen M. Whay
- Power of Attorney signed by \_\_\_\_\_
- Retire/Surrender Affidavit signed by Kathleen M. Whay
- Application to Retire Title signed by \_\_\_\_\_
- Copy of Payoff Letter \_\_\_\_\_
- Copy of Deed \_\_\_\_\_
- Copy of Mortgage Kathleen M. Whay
- Copy of all Parties Driver's License
- Check
- Miscellaneous \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### POST CLOSING INFORMATION

Buyer/Borrower Information:

Was this transaction Cash? No

If no, who is the lender? Cross Country Mortgage

Buyer/Borrower address for mailing documents to:

609 Proctor Street / Walterboro, S.C. 29488

Email address: Treykate@yahoo.com

Phone: 843-276-0176

Buyer/Borrower Signature: Kathleen M. Whay

Buyer/Borrower Signature: Kathleen M. Whay

Seller Information:

Seller address for mailing documents to:

\_\_\_\_\_  
Email address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Seller Signature: \_\_\_\_\_

\_\_\_\_\_  
Seller Signature: \_\_\_\_\_



# South Carolina Department of Motor Vehicles

## POWER OF ATTORNEY AUTHORIZATION FORM

MC-25  
(Rev. 6/16)

The Power of Attorney (MC-25) cannot be used to establish a NEW IFTA or IRP account. Licensees are required to file IRP/IFTA applications/returns and pay taxes as owed. They are also required to accept and respond to various types of official communications with the South Carolina Department of Motor Vehicles.

If a licensee prefers an appointed individual or Service Provider to fulfill these responsibilities, this form is to be completed. This is a privilege extended to the licensee which requires special handling by the Department, therefore, such action will not be considered unless this form is properly completed and placed on file with the Department. The completion of this form does not relieve the licensee of the legal obligations associated with a particular license. The licensee is ultimately responsible for the payment of taxes as well as all acts and omissions of the stated individual or Service Provider. The Power of Attorney will continue to be honored until written notification is received to change the selection of Power of Attorney.

### POWER OF ATTORNEY

The undersigned principal and licensee has made and appointed, and does hereby make and appoint  
Mobile Home Title Resolutions

(Company Name and Individuals Name)

13453 N Main Street, Suite 401, Jacksonville, FL 32218

727-223-6795

(Mailing Address)

(Phone Number)

to act as Attorney-in-Fact for the licensee, who makes this appointment either personally or in an authorized representative capacity on behalf of the including licensing; this power of attorney shall be for all matters related to IFTA fuel taxes including licensing, decal orders, fuel tax reports; IRP licensing and discussing all required documents with any employee of the SCDMV.

IN WITNESS WHEREOF, I, Kathleen M. Whay

have set my hand this 9 day of June, 2025.

*Kathleen M. Whay*  
Signature of Owner/Legal Representative  
*Kathleen M. Whay*

Owner

Title

N/A

IRP/IFTA Customer Number

### ACKNOWLEDGEMENT

STATE OF South Carolina,

COUNTY OF Colleton,

On this 9 day of June, 2025 before me, the undersigned Notary

Public, in and for the county and state aforesaid personally appeared Kathleen M. Whay, before me, the undersigned Notary and acknowledged to me that he executed the same as his free and voluntary act and deed, of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

*Michael Aloysius Brooks*  
My commission Expires: 5/09/2029

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

A power of attorney submitted from another state must bear the impression, seal or other authentication of a notary of the state. The submitter must ensure that such authentication is proper under the law of that state to authenticate documents sent across state lines. Forms without such authentication will be returned without action.



## South Carolina Department of Motor Vehicles POWER OF ATTORNEY AUTHORIZATION FORM

MC-25  
(Rev. 6/16)

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Mobile Home Title Resolutions

(Company Name and Individuals Name)

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(Mailing Address)

(Phone Number)

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IN WITNESS WHEREOF, I, Kathleen M. Whay

have set my hand this

9

day of

June

, 20

25

Signature of Owner/Legal Representative

Owner

Title

N/A

IRP/IFTA Customer Number

### ACKNOWLEDGEMENT

STATE OF

South Carolina

COUNTY OF

Colleton

On this

9

day of

June

, 20

25

before me, the undersigned Notary Public, in and for the county and state aforesaid personally appeared Kathleen M. Whay, before me, the undersigned Notary Public, in and for the county and state aforesaid personally appeared and acknowledged to me that he executed the same as his free and voluntary act and deed, of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

Michael Aloysius Brooks  
My commission Expires:

5/09/2029

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

A power of attorney submitted from another state must bear the impression, seal or other authentication of a notary of the state. The submitter must ensure that such authentication is proper under the law of that state to authenticate documents sent across state lines. Forms without such authentication will be returned without action.



## South Carolina Department of Motor Vehicles POWER OF ATTORNEY AUTHORIZATION FORM

MC-25  
(Rev. 6/16)

The Power of Attorney (MC-25) cannot be used to establish a NEW IFTA or IRP account. Licensees are required to file IRP/IFTA applications/returns and pay taxes as owed. They are also required to accept and respond to various types of official communications with the South Carolina Department of Motor Vehicles.

If a licensee prefers an appointed individual or Service Provider to fulfill these responsibilities, this form is to be completed. This is a privilege extended to the licensee which requires special handling by the Department, therefore, such action will not be considered unless this form is properly completed and placed on file with the Department. The completion of this form does not relieve the licensee of the legal obligations associated with a particular license. The licensee is ultimately responsible for the payment of taxes as well as all acts and omissions of the stated individual or Service Provider. The Power of Attorney will continue to be honored until written notification is received to change the selection of Power of Attorney.

### POWER OF ATTORNEY

The undersigned principal and licensee has made and appointed, and does hereby make and appoint  
Mobile Home Title Resolutions

(Company Name and Individuals Name)

13453 N Main Street, Suite 401, Jacksonville, FL 32218

727-223-6795

(Mailing Address)

(Phone Number)

to act as Attorney-in-Fact for the licensee, who makes this appointment either personally or in an authorized representative capacity on behalf of the including licensing; this power of attorney shall be for all matters related to IFTA fuel taxes including licensing, decal orders, fuel tax reports; IRP licensing and discussing all required documents with any employee of the SCDMV.

IN WITNESS WHEREOF, I, Kathleen M. Whay

have set my hand this 9 day of

June, 2025.

Signature of Owner/Legal Representative

Kathleen M. Whay

Owner

Title

N/A

IRP/IFTA Customer Number

### ACKNOWLEDGEMENT

STATE OF South Carolina, COUNTY OF Colleton,  
On this 9 day of June, 2025, before me, the undersigned Notary Public, in and for the county and state aforesaid personally appeared and acknowledged to me that he executed the same as his free and voluntary act and deed, of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

M. A. Brooks  
My commission Expires:

5/4/29

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

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# South Carolina Department of Motor Vehicles

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IN WITNESS WHEREOF, I, Kathleen M. Whay

have set my hand this 4 day of June, 2025.

Kathleen M. Whay  
Signature of Owner/Legal Representative

Owner

Title

N/A

IRP/IFTA Customer Number

### ACKNOWLEDGEMENT

STATE OF

South Carolina

COUNTY OF

Colleton

On this

9

day of

June

, 20

25

before me, the undersigned Notary Public, in and for the county and state aforesaid personally appeared Kathleen M. Whay and acknowledged to me that he executed the same as his free and voluntary act and deed, of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

Michael Aloysius Brooks

My commission Expires:

5/9/20

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

A power of attorney submitted from another state must bear the impression, seal or other authentication of a notary of the state. The submitter must ensure that such authentication is proper under the law of that state to authenticate documents sent across state lines. Forms without such authentication will be returned without action.

## ATTENTION: NOTARY

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

### STEP 1

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

**Borrowers:** Please login to your CCM loan portal:

<https://application.crosscountrymortgage.com>

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

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

Hours: Monday – Friday 6 am – 6 pm CST

### STEP 2

#### ACKNOWLEDGEMENT

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

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

Notary:

Kathleen Whay:

### STEP 3

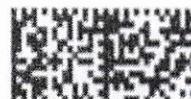
Ink sign paper closing documents.

#### Settlement Agents:

Please upload this cover page and ink-signed package ASAP to [workspace.blend.com/login](https://workspace.blend.com/login)

Please do not return by email to your CCM Closer.

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



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

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

1. Close the doc package you are trying to print.
2. Open any existing PDF that you have previously saved.
3. Go to the "File" menu then select "Print". A Print Dialog screen should appear.
4. Please make the following changes:

For Adobe versions DC and higher:

- a. Change "Page Size and Handling" to "Actual Size"
- b. Check "Choose Paper Source by PDF page size"

For Adobe versions X and lower:

- a. Change "Paper-Scaling" to "None"
- b. Un-check "Auto-Rotate and Center"
- c. Check "Choose Paper Source by PDF page size"

5. Click OK.
6. Print the document, then close it.
7. Reopen the loan documents and confirm the printer settings have been saved. Print the package—the forms should print correctly. To help verify it's printing correctly, this particular page should print as legal size.

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



# Instructions to Escrow/Title/Closing Agent

## Transaction Details

### From

CrossCountry Mortgage, LLC  
2160 Superior Avenue  
Cleveland, OH 44114  
PHONE: 440-845-3700  
tina.ward@ccm.com

### Loan Details

LOAN #: 1034000160866  
MIN #: 1007191-0004028478-6  
Borrower Name(s): Kathleen Whay  
Loan Type: Conventional

### To

ESCROW #:  
ATTN: Plano Team  
Timios, Inc  
5716 Corsa Ave, Ste 201  
Westlake Village, CA 91362  
PHONE: 888-510-0932  
FAX:

### To

TITLE #: 08-02586662  
ATTN: Aaron Josker  
Timios, Inc.  
5716 Corsa Ave, Ste 102  
Westlake Village, CA 91362  
PHONE: 888-510-0932  
FAX:

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

## Property

Property details should read as follows:

609 Proctor St  
Walterboro, SC 29488

## Vesting

The vesting details should read as follows:

KATHLEEN MCCLENON WHAY, UNMARRIED WOMAN

## Questions

Directed to: Tina Ward

At: CrossCountry Mortgage, LLC

Phone: 440-845-3700

Fax:

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

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



## Title Policy

A(n) ALTA

Policy with Endorsement(s) should be issued within 30 days of closing

Final title policy when issued must reflect the following:

1. Creditor's Title Policy is to be in the amount of \$70,000.00.
  2. Secondary financing in the amount of N/A has been approved.
  3. ALTA Policy must contain endorsements COMP, EPA and LOC
  4. Title is to be clear and is to show no special assessments pending or of record. All special assessments must be paid prior to closing, unless otherwise authorized by us.
  5. Any and all encroachments must be insured over.
  6. Issue said form of Policy free from encumbrances except items NONE - CCM TO BE IN FIRST AND BEST LIEN POSITION of preliminary Title Report dated 04/28/2025.
  7. The vesting should read as referenced above.
  8. Lien Position:  We must be in First Lien Position.  We must be in Second Lien Position.

9. Final Title Policy and Recorded Documents to be sent to:  
First American Mortgage Solutions C/O CrossCountry Mortgage, LLC  
1795 International Way  
Idaho Falls, ID 83402

## Hazard Insurance

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

Hazard Insurance coverage must equal the lesser of the following:

- 100% of the insurable value of the improvements, as established by the property insurer, or
  - the unpaid principal balance of the loan, provided it equals no less than 80% of the replacement cost value of the improvements as of the current property insurance policy effective date. If it does not, then coverage that does provide the minimum required amount must be obtained.

Additionally, the coverage must extend for either a term of at least **Twelve (12) Month(s)** after the closing date for purchase transactions, or **Six (6) Month(s)** after the closing date for refinance transactions.

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

## Flood Insurance

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

Flood Insurance is not required.  Flood Insurance is required.

## Taxes and Assessments

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

Right to Cancel

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



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<b>Signatures</b>	<b>BORROWER(S) MUST SIGN ALL DOCUMENTS EXACTLY AS HIS OR HER NAME APPEARS ON THE BLANK LINE PROVIDED FOR HIS OR HER SIGNATURE(S).</b> Where a witness is required, you must have the document witnessed. If an acknowledgment is provided, a person authorized to take acknowledgments in the state of closing must execute the acknowledgment. The acknowledgment date must be no earlier than the date of the document being acknowledged.
<b>Corrections</b>	Any correction to loan documents must be approved in writing by us in advance. <b>NO WHITE-OUT PERMITTED.</b> Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
<b>Closing Disclosure</b>	The Borrower(s) and Seller(s) Closing Disclosures must clearly indicate the recipient of each item shown on the disclosures. Both Borrower(s) and Seller(s) must sign the Closing Disclosure if signature lines appear on the document or any addendum to the document. The Final Closing Disclosure must be received by each consumer no later than 3 specific Business Days before consummation and must reflect all receipts and disbursements in these closing instructions. However, If Closing Disclosure becomes inaccurate before consummation, creditor shall provide Corrected Closing Disclosure reflecting any changed terms to consumer so consumer receives Corrected Closing Disclosure at or before consummation.  The Closing Disclosure is prepared by the Creditor. The Closing Agent is not allowed to make updates to the Closing Disclosure. If any changes to fees occur, the loan documents may need to be re-drawn and re-signed.
<b>Power of Attorney</b>	Prior written approval must be obtained from the Creditor when closing a loan by Power of Attorney. If granted, the Power of Attorney must be specific to the loan transaction and must specifically show the complete property address (street number and name, city, state, county and zip code, or complete legal). It must be recorded prior to the security document in the same county in which the Security Instrument is recorded and the Creditor must receive a copy of the recorded Power of Attorney as a trailing document. If seller is closing a loan by Power of Attorney, a certified copy of the signed Power of Attorney must be returned in our package.
<b>FHA or VA</b>	No fees or charges may be paid by Borrower(s) except as permitted by FHA or VA.
<b>Occupancy</b>	This loan is approved as an:  <input checked="" type="checkbox"/> Owner-occupant <input type="checkbox"/> Non-owner occupant loan <input type="checkbox"/> Second Home.  Do not close if circumstances of Borrower(s) are different.

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



**Additional Items**

Please furnish the following:

**YOU MUST FOLLOW THESE INSTRUCTIONS EXACTLY:**

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

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

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

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

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

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

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

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



**Additional Items**

Please furnish the following:

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

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

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

**Payoffs:** Final Closing Disclosure reflects the payoff of following accounts: NISSAN MOTOR ACCEPTANC 102490674170001.

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

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

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

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

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

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

**Maximum PITIA:** Loan has been approved with a qualifying total payment (PITIA) of \$ 681.79. If amount increases, an additional review maybe required.

**Cash to Close Limitations:** Borrower(s) cash to close may not exceed \$ 0.

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

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

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

In the event this loan does not close on the date indicated in these instructions, or if the loan documentation does not conform to the information stated herein, please do not close the loan without notifying the office of the Creditor. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us to the contrary within 48 hours of your receipt hereof, or if you disburse any funds to or for the account of the Borrower(s).

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

Settlement Officer  
M.W. Brobst

Date  
9/1/25



# Loan Disbursement Instructions

Lender: CrossCountry Mortgage, LLC, a Limited Liability Company

Date: 06/09/2025

Loan #: 1034000160866

Borrower Name(s): Kathleen Whay

MIN #: 1007191-0004028478-6

Loan Amount: \$70,000.00

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

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

**CALCULATION METHODOLOGY:**

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

(\*) = Impacts APR

**PLEASE COLLECT/DISBURSE THE FOLLOWING:**

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



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



### Costs and Credits Itemized By Paying/Crediting Party

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

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



## SIGNATURE/NAME AFFIDAVIT

RE:

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

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

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

THAT, Kathleen Whay

as the name is signed on the note and/or security instrument is one and the same person as;  
Kathleen M Whay, Kathleen McNeil Whay

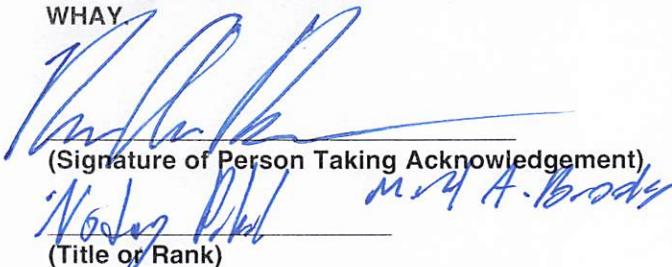
as the name appears in various loan documents.

  
KATHLEEN WHAY

6/9/25 DATE

State of South Carolina  
County of COLLETON

Signed and sworn to (or affirmed) before me on this 6/9/25 (date) by KATHLEEN WHAY

  
(Signature of Person Taking Acknowledgement)  
Notary Public  
(Title or Rank)

(Official Seal)

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

(Serial Number, if any)



## COMPLIANCE AGREEMENT

Borrower(s): **Kathleen Whay**

Date: **June 9, 2025**

Loan Number: **1034000160866**

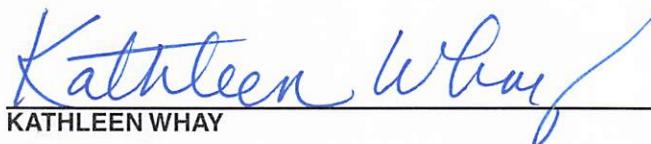
Property Address: **609 Proctor St  
Walterboro, SC 29488**

Lender: **CrossCountry Mortgage, LLC**

The undersigned borrower(s), for and in consideration of Lender disbursing loan proceeds for the purchase or refinancing of, or construction of improvements on the aforementioned property, agree(s), if requested by the Lender or someone acting on behalf of said Lender, to fully cooperate in adjusting for clerical errors, on any or all loan closing documentation deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to, an investor, Fannie Mae (FNMA), Government National Mortgage Association (GNMA), Freddie Mac (FHLMC), Department of Housing and Urban Development, Department of Veterans Affairs or any municipal bonding authority.

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

Dated effective this 9 day of June, 2025.

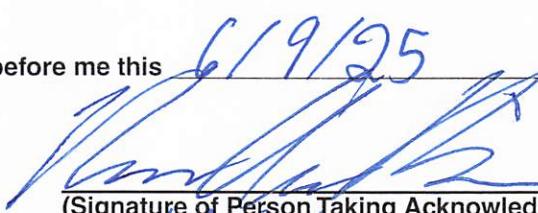
 6/9/25

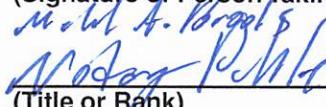
DATE

State of SOUTH CAROLINA

County of COLLETON

The foregoing instrument was acknowledged before me this 6/9/25 (date)  
by KATHLEEN WHAY.

  
(Signature of Person Taking Acknowledgement)

  
(Title or Rank)

(Serial Number, if any)

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



## AFFIDAVIT OF OCCUPANCY

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

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

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

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

[ x ] 1.1 **Primary Residence:** At least one borrower will occupy, establish, and use the Property identified above as my/our principal residence within 60 days after the execution of the Security Instrument and shall continue to occupy the Property as my/our principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing.

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

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

[ x ] 1.4 **REFINANCES ONLY 609 Proctor St, Walterboro, SC 29488**  
 I/We the undersigned certify that the property referenced above is NOT currently listed for sale or under contract to be listed for sale.

I/We the undersigned acquired the property on \_\_\_\_\_, \_\_\_\_\_.

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

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

and that all the provisions of the mortgage indenture concerning default on the Promissory Note will thereupon be in full force and effect.

3. Affiants further acknowledge that they have read and understand the following:

**18 United States Code Section 1014:**

"Whoever knowingly makes any false statement or report,...for the purpose of influencing in any way the action of...any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, any Federal home loan bank, the Federal Housing Finance Board, the Federal Deposit Insurance Corporation, the Farm Credit System Insurance Corporation, or the National Credit Union Administration Board,...upon any application,...or loan,...shall be fined not more than \$1,000,000 or imprisoned not more than 30 years or both."

4. The agreements and covenants contained herein shall survive the closing of the mortgage loan transaction.

*Kathleen whay*  
 KATHLEEN WHAY

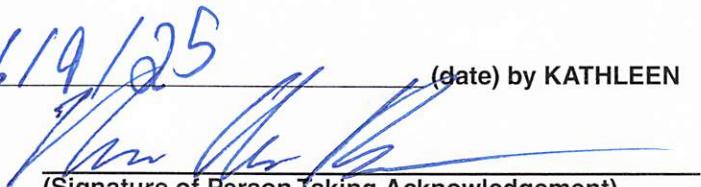
6/9/25  
 DATE



State of SOUTH CAROLINA  
County of COLLETON

Signed and sworn to (or affirmed) before me on 6/9/25

(date) by KATHLEEN



(Signature of Person Taking Acknowledgement)

Notary Public Michael Aloysius Brooks

(Title or Rank)

(Serial Number, if any)

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



## TAX RECORD INFORMATION SHEET

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

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

**INSTRUCTIONS FOR COMPLETION OF TAX RECORDS:**

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

The following information is Certified by: Aaron Josker

DATE LOAN CLOSED: June 9, 2025

TITLE/ESCROW/CLOSING ATTORNEY

REFINANCE [  ] Yes [  ] No

LOAN # 1034000160866

BORROWER(S) NAME: Kathleen Whay

TAXES FOR CURRENT YEAR LISTED IN NAME OF: Kathleen Whay

PROPERTY ADDRESS: 609 Proctor St  
Walterboro, SC 29488

**CURRENT TAX ASSESSMENT BASED ON:**

[  ] ACREAGE [  ] VACANT [  ] PARTIAL CONSTRUCTION [  ] COMPLETE CONSTRUCTION

**LEGAL DESCRIPTION:**

SECTION \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT(S) \_\_\_\_\_ TRACT \_\_\_\_\_  
MAP \_\_\_\_\_ UNIT# \_\_\_\_\_ Twnshp \_\_\_\_\_ RANGE \_\_\_\_\_

SUBDIVISION \_\_\_\_\_

METES & BOUNDS [  ] YES [  ] NO

TYPE OF TAX County Tax

LAST AMOUNT PAID \_\_\_\_\_

CURRENT TAXES PAID THRU DATE \_\_\_\_\_

NEXT DUE DATE \_\_\_\_\_

NEXT AMOUNT DUE \_\_\_\_\_

-THIS AMOUNTS IS [  ] ESTIMATE [  ] ACTUAL

**PAYMENT FREQUENCY:**

[  ] ANNUAL [  ] SEMI-ANNUAL [  ] QUARTERLY [  ] TRI-ANNUAL

**TAXING AUTHORITY NAME & ADDRESS:**

PARCEL/PROPERTY ID/TMS #

163-15-00-118.000

PARCEL/PROPERTY ID/TMS #

TYPE OF TAX \_\_\_\_\_

LAST AMOUNT PAID \_\_\_\_\_

CURRENT TAXES PAID THRU DATE \_\_\_\_\_

NEXT DUE DATE \_\_\_\_\_

NEXT AMOUNT DUE \_\_\_\_\_

-THIS AMOUNTS IS [  ] ESTIMATE [  ] ACTUAL

**PAYMENT FREQUENCY:**

[  ] ANNUAL [  ] SEMI-ANNUAL [  ] QUARTERLY [  ] TRI-ANNUAL

**TAXING AUTHORITY NAME & ADDRESS:**

PARCEL/PROPERTY ID/TMS #

PARCEL/PROPERTY ID/TMS #

TYPE OF TAX \_\_\_\_\_

LAST AMOUNT PAID \_\_\_\_\_

CURRENT TAXES PAID THRU DATE \_\_\_\_\_

NEXT DUE DATE \_\_\_\_\_

NEXT AMOUNT DUE \_\_\_\_\_

-THIS AMOUNTS IS [  ] ESTIMATE [  ] ACTUAL

**PAYMENT FREQUENCY:**

[  ] ANNUAL [  ] SEMI-ANNUAL [  ] QUARTERLY [  ] TRI-ANNUAL

**TAXING AUTHORITY NAME & ADDRESS:**

PARCEL/PROPERTY ID/TMS #

PARCEL/PROPERTY ID/TMS #



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

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

SETTLEMENT AGENT

M. W. M. Brooks



**USA PATRIOT ACT INFORMATION FORM**  
Customer Identification Verification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants may also be asked to show their driver's license or other identifying documents.

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

Borrower Name: Kathleen Whay

Date of Birth: August 14, 1946

Residential Address: 609 Proctor St  
Walterboro, SC 29488

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

COMPLETE A SEPARATE FORM FOR EACH BORROWER.

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

First Document List –	Country/State of Origin	ID Number	Issuance Date	Expiration Date
<input checked="" type="checkbox"/> State Issued Driver License	SC	003168537	11/15/22	11/15/30
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> U.S. Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

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

Signature

Printed Name

6/9/29  
Date  
  
Printed Title



# Itemization of Costs and Credits

Lender: CrossCountry Mortgage, LLC

Date: 06/09/2025

Loan #: 1034000160866

Borrower Name(s): Kathleen Whay

MIN #: 1007191-0004028478-6

Loan Amount: \$70,000.00

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

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

**CALCULATION METHODOLOGY:**

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

Origination Charges					Total Amount
2.956 % of Loan Amount (Points)	Paid To: CrossCountry Mortgage, LLC				\$2,069.20
	Financed	PTC	PAC	POC	
Borrower		\$2,069.20	\$2,069.20		
Underwriting Fees	Paid To: CrossCountry Mortgage, LLC				\$895.00
	Financed	PTC	PAC	POC	
Borrower		\$470.00	\$470.00		
Lender			\$425.00		
Services - Borrower Did Not Shop					Total Amount
Appraisal Fee	Paid To: BlueBird Valuation A Class Valuation Company				\$600.00
	Financed	PTC	PAC	POC	
Borrower		\$600.00	\$600.00		
Credit Report	Paid To: Factual Data				\$265.00
	Financed	PTC	PAC	POC	
Borrower		\$265.00	\$265.00		
Flood Certification	Paid To: CoreLogic				\$5.00
	Financed	PTC	PAC	POC	
Borrower		\$5.00	\$5.00		
Title - Closing Protection Letter	Paid To: Timios, Inc				\$35.00
	Financed	PTC	PAC	POC	
Borrower		\$35.00	\$35.00		
Title - Lender's Title Insurance	Paid To: Timios, Inc				\$240.00
	Financed	PTC	PAC	POC	
Borrower		\$240.00	\$240.00		
Title - Settlement Fee	Paid To: Timios, Inc				\$625.00
	Financed	PTC	PAC	POC	
Borrower		\$625.00	\$625.00		
Services - Borrower Did Shop					Total Amount
Title - Title Endorsement Fee	Paid To: Timios, Inc				\$70.00
	Financed	PTC	PAC	POC	
Borrower		\$70.00	\$70.00		
Title Search	Paid To: MHTR				\$726.25
	Financed	PTC	PAC	POC	
Borrower		\$726.25	\$726.25		



Recording Fees, Transfer Taxes and Other Government Fees					Total Amount
Recording Fees (Deed \$0.00; Mortgage \$25.00; Releases \$0.00)	Paid To: ...				\$ 42.00
Borrower	Financed	PTC	PAC	POC	
		\$42.00	\$42.00		
Prepaid Items Required to be Paid in Advance					Total Amount
Prepaid Interest (\$14.83 per day from 6/13/25 to 7/1/25)	Financed	PTC	PAC	POC	\$ 266.94
Borrower					
		\$266.94	\$266.94		



## Costs and Credits Itemized By Paying/Crediting Party

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

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



## FUNDING WORKSHEET

Loan #: 1034000160866

Borrower(s): Kathleen Whay

Date: 06/09/2025

Property Address: 609 Proctor St  
Walterboro, SC 29488

### **Investor**

Investor Name: Investor Loan #:

Commitment #:

### **Funding/Closing**

Funder Name: Clear To Close: 06/06/2025

Sent To Funder: 06/13/2025 Cleared By: Andrew Skoviak

Funding Type: Funds Ordered:

### **Funding Source/Warehouse Bank**

Funding Source: Collateral Sent:

Funder URL: Funds Released:

Funds Sent: Release #:

### **Escrow Company/Attorney**

Escrow #: Phone: 888-510-0932

Company Name: Timios, Inc

Fax:

Address: 5716 Corsa Ave, Ste 201

ABA #: 267090594

City: Westlake Village

Account #: 9856262528

State/Zip: CA 91362

For Credit To:

Contact Name: Plano Team

Further Credit To:

### **Title Company**

Title #: 08-02586662 Phone: 888-510-0932

Company Name: Timios, Inc.

Fax:

Address: 5716 Corsa Ave, Ste 102

ABA #:

City: Westlake Village

Account #:

State/Zip: CA 91362

For Credit To:

Contact Name: Aaron Josker

Further Credit To:

### **Funding Overview**

Loan Amount: \$ 70,000.00 Total Deductions: \$ 4,101.14

Overwire Amount: \$ Wire Transfer Amount: \$ 66,423.86

Lender Credits: \$ 525.00

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



This document was prepared by:

Tina Ward

CrossCountry Mortgage, LLC

2160 Superior Avenue

LOAN #: 1034000160866

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF SC

COUNTY OF Colleton

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

("Lender").

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

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

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

New \_\_\_\_\_ Used  Year 2005 Length 27 Width 120

Manufacturer/Make Southern Estates/Southern Estates

Model Name or Model No. ES-215

Serial No. DESAL-0944-AB ES-215

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) NTA1351462 / NTA1351463

Certificate of Title Number \_\_\_\_\_

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

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



**LOAN #: 1034000160866**

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

**Colleton, SC 29488**

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

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

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

---

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



**LOAN #: 1034000160866**

9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

10. The Home is subject to the following security interests (each, a "Security Interest"):

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

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.

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



**LOAN #: 1034000160866**

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

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

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

**Witnesses:**

Sharon Lewis  
Sharon Lewis  
M. Kal A. Brooks  
Kathleen Whay  
KATHLEEN WHAY      6/9/25      (Seal)  
DATE

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



LOAN #: 1034000160866

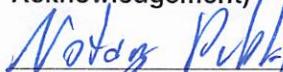
State of South Carolina  
County of COLLETON

Signed and sworn to (or affirmed) before me on this 6/9/25  
(date) by KATHLEEN WHAY.



(Official Seal)

(Signature of Person Taking  
Acknowledgement)

  
Michael A. Brooks

(Title or Rank)

(Serial Number, if any)

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

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

ICE Mortgage Technology, Inc.  
Lender NMLS ID#: 3029

Page 5 of 6

GMANA25RDU 0425  
GMANA25RLU (CLS)  
06/09/2025 07:05 AM PST



**LOAN #: 1034000160866**

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

CrossCountry Mortgage, LLC, a Limited Liability Company

Lender

Maria Snyder

By: Authorized Signature

**State of South Carolina  
County of COLLETON**

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

(Official Seal)

(Signature of Person Taking  
Acknowledgement)

(Title or Rank)

(Serial Number, if any)

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

ICE Mortgage Technology, Inc.  
Lender NMLS ID#: 3029

Page 6 of 6

GMANA25RDU 0425  
GMANA25RLU (CLS)  
06/09/2025 07:05 AM PST



STATE OF SOUTH CAROLINA)  
COUNTY OF Colleton)

MANUFACTURED HOME AFFIDAVIT  
FOR RETIREMENT OF TITLE CERTIFICATE  
(SC CODE OF LAWS SECTION 56-19-500)

(1) Name of Owner(S) Kathleen M. Whay

(2) Description of Manufactured Home:

Date of Manufacture: 2005

Manufacturer: \_\_\_\_\_

Model year: 2005

Make: SOUH

Width: 28

Length: 66

Identification Number (VIN): DE5AL0944AB

(3) Check whichever is applicable:

The above described manufactured home is not subject to a security lien.

The above described manufactured home is subject to a security lien and a separate affidavit, as required by law, will be filed naming the secured parties.

(4) Check whichever is applicable:

The above described manufactured home is located in a jurisdiction with locally enforced building and safety codes adopted pursuant to Title 6, Chapter 9 and attached to this form is written evidence of compliance with the applicable codes as of the date the manufactured home was permanently affixed to the above described real property. Written evidence of compliance includes, but is not limited to, a copy of a certificate of occupancy, a statement from the code enforcement office, an inspection report, or any documentation of similar effect from the local code enforcement office having the appropriate jurisdiction. Only one document should be attached to this form.

The above described manufactured home is not located in a jurisdiction with locally enforced building and safety codes adopted pursuant to Title 6, Chapter 9 applicable to manufactured homes.

(5) Full legal description of the property to which the manufactured home is currently, or is to be, affixed using metes and bounds or reference to recorded plat by book and page. (A separate sheet identified as "Exhibit A" may be attached.)

(6) Derivation: This being the identical or a portion of property conveyed or leased to the owner by deed or lease from William McClenon and recorded

Colleton in Book 11143 at page 1099.

Tax map number 163-15-00-118,001

Tax billing address 609 Proctor Street, Walterboro, SC 29488

(7) The above-described manufactured home is permanently affixed or is to be permanently affixed to the above-described real property and the title certificate is to be retired in accordance with applicable law.

(8) Check if applicable:

The owner of the manufactured home owns or has a leasehold estate of thirty-five or more years in the real property to which the manufactured home is affixed.

(9) WARNING: the execution and filing of this affidavit transfers ownership of the manufactured home to the lawful owner of the real property to which it is affixed.

The owner certifies that the above information provided by the owner is true and correct to the best information and belief of the owner.

Kathleen M. Whay Kathleen M. Whay  
Signature of Owner Print Name

Witness No. 1: Sharon Lewis  
Sharon Lewis

Witness No. 2: Michael Aloysius Brooks Signature of Owner Print Name

Date: 6/9/25 Signature of Owner Print Name

Signature of Owner Print Name

STATE OF SOUTH CAROLINA)

COUNTY OF Colleton) PROBATE

Before me, the undersigned Notary Public, personally appeared Sharon Lewis,  
who, being duly sworn, deposed and said that (s)he saw Kathleen M. Whay,

sign, seal, and deliver the foregoing Affidavit and that (s)he, together with the other witness  
subscribed above witnessed the execution thereof.

Sharon Lewis Signature of Witness No. 1  
Sharon Lewis

SWORN to before me this 9 Day of June 25

Notary Signature Michael Aloysius Brooks

Notary Public for SC, Michael Aloysius Brooks (L.S.)

My Commission Expires: 5/9/29

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

**LOAN #: 1034000160866**

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

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

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

(Property Address)

**LEGAL DESCRIPTION:**

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

**APN #: 163-15-00-118.000**

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

**A. PROPERTY:**

Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):

New \_\_\_\_\_ Used  Year **2005** Length **27** Width **120**

Manufacturer/Make **Southern Estates/Southern Estates**

Model Name or Model No. **ES-215**

Serial No. **DESAL-0944-AB ES-215**

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_

No Certificate of Title  
has been issued.

**B. ADDITIONAL COVENANTS OF BORROWER:**

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



**LOAN #: 1034000160866**

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

**C. RESPONSIBILITY FOR IMPROVEMENTS:**

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

**D. INVALID PROVISIONS:**

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

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

Kathleen Whay  
KATHLEEN WHAY

6/9/25

(Seal)

DATE



## NOTICE OF RIGHT TO CANCEL

Borrower(s): Kathleen Whay

Mailing Address: 609 Proctor St, Walterboro, SC 29488

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

### **YOUR RIGHT TO CANCEL**

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

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

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

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

### **HOW TO CANCEL**

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

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

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

### **I WISH TO CANCEL**

KATHLEEN WHAY

DATE

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

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

Kathleen Whay  
KATHLEEN WHAY

6/9/25  
DATE



## NOTICE OF RIGHT TO CANCEL

Borrower(s): Kathleen Whay

Mailing Address: 609 Proctor St, Walterboro, SC 29488

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

### **YOUR RIGHT TO CANCEL**

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or
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DATE

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

*Kathleen Whay*  
KATHLEEN WHAY

6/9/25  
DATE



## BORROWER CONSENT TO THE USE OF TAX RETURN INFORMATION

Borrower(s): Kathleen Whay

Date: June 9, 2025

Loan Number: 1034000160866

Property Address: 609 Proctor St  
Walterboro, SC 29488

Lender: CrossCountry Mortgage, LLC

I/We, Kathleen Whay

understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws.

The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

### ACKNOWLEDGEMENT

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

  
KATHLEEN WHAY

6/9/25  
DATE



## FIRST PAYMENT LETTER

CrossCountry Mortgage, LLC

LOAN NO.: 1034000160866

DATE: June 9, 2025

BORROWER(S): Kathleen Whay

ADDRESS: 609 Proctor St, Walterboro, SC 29488

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

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

Your first regular payment is due **August 1, 2025**.

Partial Payments:

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

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

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

The current interest rate is **7.625 %**.

Your loan **DOES NOT** have a prepayment penalty.

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

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

For additional information regarding your loan please contact: **CrossCountry Mortgage, LLC**

at **877-336-5206**.

We hereby acknowledge receiving a copy of this letter.

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

  
KATHLEEN WHAY

6/9/25

DATE



DATE _____ CHECK _____ CASH _____ AMT. _____	MORTGAGE ACCOUNT NO. 1034000160866	PAYMENT DUE DATE 09/01/2025	IF NOT RECEIVED BY 09/16/2025 a late fee of \$24.77 will be charged.							
	Kathleen Whay	AMOUNT DUE \$495.46								
	CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114		USE FOR ADDL. AMOUNTS							
			<table border="1"> <tr><td>PRINCIPAL</td><td></td></tr> <tr><td>OTHER</td><td></td></tr> <tr><td>ESCROW</td><td></td></tr> <tr><td>TOTAL</td><td></td></tr> </table>	PRINCIPAL		OTHER		ESCROW		TOTAL
PRINCIPAL										
OTHER										
ESCROW										
TOTAL										

PROPERTY ADDRESS: COUPON MUST ACCOMPANY PAYMENT  
**609 Proctor St, Walterboro, SC 29488**

DATE _____ CHECK _____ CASH _____ AMT. _____	MORTGAGE ACCOUNT NO. 1034000160866	PAYMENT DUE DATE 08/01/2025	IF NOT RECEIVED BY 08/16/2025 a late fee of \$24.77 will be charged.							
	Kathleen Whay	AMOUNT DUE \$495.46								
	CrossCountry Mortgage, LLC 2160 Superior Avenue Cleveland, OH 44114		USE FOR ADDL. AMOUNTS							
			<table border="1"> <tr><td>PRINCIPAL</td><td></td></tr> <tr><td>OTHER</td><td></td></tr> <tr><td>ESCROW</td><td></td></tr> <tr><td>TOTAL</td><td></td></tr> </table>	PRINCIPAL		OTHER		ESCROW		TOTAL
PRINCIPAL										
OTHER										
ESCROW										
TOTAL										

PROPERTY ADDRESS: COUPON MUST ACCOMPANY PAYMENT  
**609 Proctor St, Walterboro, SC 29488**



## Undisclosed Debt Acknowledgement

Loan Number: 1034000160866  
Borrower(s) Kathleen Whay  
Property Address 609 Proctor St  
Walterboro, SC 29488

Thank you for choosing CrossCountry Mortgage, LLC for your mortgage financing needs. It is important that we have an accurate representation of your financial commitments so we can determine if you qualify for your loan. Each time someone requests your credit report, an inquiry is noted on the report. The most common reason this occurs is in connection with an application for credit such as a mortgage loan, auto loan, credit card, etc.

We will continually monitor your credit activity during the loan application process, and may obtain a new credit report prior to close. New accounts and inquires may impact your loan approval or loan closing as they can represent a change in your financial obligations.

All additional debt obligations that are expected to exist at or around the time of this transaction closing\*, not included on my loan application, are provided below. Please attach the most recent statement (if available) for the debts listed below.

It is illegal for a person to knowingly withhold debt obligation information regarding a credit application to a financial institution. Withholding such information is bank fraud. Bank fraud is investigated by the Federal Bureau of Investigation (FBI) and is punishable by fines of up to \$1,000,000, or up to 30 years in federal prison, or both.

*\*This in no way constitutes a loan commitment of approval.*

Creditor	Total Obligation	Monthly Payment Amount
Creditor	Total Obligation	Monthly Payment Amount

I/we), Kathleen Whay , Acknowledge and certify that I (we) have no other debt obligations that are expected to exist at or around the time of this transaction closing beyond what I (we) provided on my (our) loan application and what is provided above on this document. I (we), further acknowledge and certify that I (we) understand that knowingly withholding debt obligation information is mortgage fraud, which is punishable by incarceration in federal prison.

Provide an explanation for any inquiry appearing on the credit report:

Inquiry Name, Date, Reason: CROSCOUNTRY MTG LLC, 05/01/2025, No new debt resulted from this inquiry,

Inquiry Name, Date, Reason: HEIGHTS FIN, 04/30/2025, New debt opened but has not been reported yet,

Inquiry Name, Date, Reason: , /,,

Borrower

Date

Borrower

Date

Kathleen m. Whay

Page 1

## Undisclosed Debt Acknowledgement (Continued)

Loan Number: 1034000160866  
Borrower(s) Kathleen Whay  
Property Address 609 Proctor St  
Walterboro, SC 29488



Provide an explanation for any inquiry appearing on the credit report:

Inquiry Name, Date, Reason: , //,,

Kathleen m. Whay 6/9/25

Borrower

Date

Borrower

Date

Page 2





211 Schilling Circle, Suite 201  
Hunt Valley, MD 21031  
800-248-7072

### Declaration Page

#### Named Insured and Address

KATHLEEN WHAY  
609 PROCTOR ST  
WALTERBORO, SC 29488

#### Agency Name and Address

Name: METTS INSURANCE AGENCY INC  
Office Address: 705 OLD TROLLEY ROAD, SUITE C  
City: SUMMERTON State: SC Zip: 29485  
Phone: (843) 832-9990 Agency Code: E30181N  
Email: METTSAGENCY@METTSINSURANCE.COM

#### Insured Summary

Name	Type
KATHLEEN WHAY	Name Insured

#### Policy Information

Type: Manufactured Home  
Policy Number: SCMA23857102  
Original Inception Date: Jan. 31, 2023  
Effective Date: Jan. 31, 2025  
Expiration Date: Jan. 31, 2026  
Term Length: 1 year

Transaction Type:  
New [ ] Renewal [ ] Endorsement [X]  
Transaction Effective: June 03, 2025  
Lienholder: CROSSCOUNTRY MORTGAGE, LLC  
ISAOA/ATIMA  
2160 SUPERIOR AVENUE  
CLEVELAND, OH 44114  
Loan # 1034000160866

Bill Lienholder? No

#### Principal Location and Manufactured Home Details

Type: ES215	County: COLLETON
Street: 609 PROCTOR ST	County Code:
City: WALTERBORO	Territory Code: D
State: SC	Protection Class: FPC Class 2
Zip: 29488	

Length	Width	Manufacturer	Manufacture Date	Serial Number	Date of Purchase
66	28	Southern	2005	DESAL0944AB	2005

Coverage: This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below or in your policy. Detailed coverages, descriptions and any limitations will be found in your policy. Please read your policy carefully.

Coverages	Named Perils Policy					
	Coverage A	Coverage B	Coverage C	Coverage D	Coverage E	Coverage F
	Dwelling	Other Structures	Personal Property	Additional Living Expense	Personal Liability	Medical Payments to Others
Amount of Insurance-Limit of Liability	\$113,000	\$11,300	\$45,200	\$11,300	\$300,000	\$500

Deductible for Covered Causes of Loss other than Windstorm or Hail:

\$500	Premium	\$1,736.4
\$2,260		
N/A		

Deductible for Covered Causes of Loss as a result of Windstorm or Hail: (2% of Coverage A)

Deductible for Covered Causes of Loss as a result of Earth Movement (10% of Coverage A:  
Dwelling Amount)



<b>Additional Coverages and Endorsements</b>	<b>Premium Adjustment</b>
IMF-00-21-01-2017: Replacement Cost: Dwelling And Other Structures	\$60
IMF-01-05-07-15 (REV. 01/2016) - Personal Property Replacement Cost	\$136
IMF-SPE-01-02-19 Swimming Pool Exclusion	\$0
IMF-AAL-07-15-22 Automatic Adjustment of Limits	Included
IMF-01-09-01-16 (Rev 2-2019) -Trampoline Exclusion	Included
IMF-SAE-01-02-19 Specific Animal Exclusion	Included
IMF-SC-15-01-25 SPECIAL PROVISIONS – SOUTH CAROLINA	Included
IMF-SC-01-07-15 02 21 -Notice Regarding Cancellation In Application For Original Issuance of Policy	Included
IMF-MHO-PJ-01-25 Manufactured Homeowners Policy (Jacket)	Included
	<b>Total Policy Premium</b>
	<b>\$1,932</b>



**Agent of Record:**  
SAGESURE INSURANCE MANAGERS, LLC  
PO BOX 12999  
TALLAHASSEE, FL 32317



## Replacement Cost Estimate for: **KATHLEEN WHAY**

Valuation ID: AY8W-A3WF.1

**Owner Information**

Name: <b>KATHLEEN WHAY</b>	Date Entered: 06/04/2025
Street: <b>609 PROCTOR ST</b>	Date Calculated: 06/04/2025
City, State ZIP: <b>WALTERBORO, SC 29488</b>	Created By: a3ncm@foremost
Country: <b>USA</b>	Modified By: a3ncm@foremost

**General Information**

Sq. Feet: <b>1848</b>	Manufacturer: <b>Southern ES 215</b>
Configuration: <b>Double Wide</b>	Home Quality Grade: Standard
Home Quality Grade: Standard	Year Built: <b>2005</b>
	Cost per Finished Sq. Ft.: \$61.15

**Foundation**

Foundation Shape: <b>4-5 Corners - Square/Rectangle</b>	Foundation Type: <b>100% Blocked (leveled and skirted)</b>
Property Slope: None (0 - 15 degrees)	

**Upgrades to Original Manufacturer/Trade Name (Model)**Roof Coverings: **100% Metal****Attached Structures**

Porch #1:	Material: <b>Concrete</b>
Square Footage: <b>30</b>	Enclosed: <b>0%</b>
Covered: <b>0%</b>	

**Estimated Cost Breakdown**

Additional: \$10,288.06	Attached Foundation: \$1,240.69
Attached Structures: \$1,021.56	Demolition and Debris Removal: \$5,095.50
Foundation: \$3,399.44	Manufactured Home: \$85,960.32
Other Fees and Taxes: \$5,857.96	

**Estimated Replacement Cost**

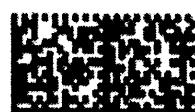
Calculated Value:

**\$113,000.00**

The estimated replacement costs and other data reflected herein in this "Report" represent approximated costs to rebuild a structure similar to the structure described herein. The estimate is (i) intended to reflect pricing for labor, materials, applicable permits and fees, sales tax, and contractor's overhead and profit and (ii) not intended to reflect costs for major excavation or land value.

This Report is not intended to: (i) serve as the sole source of information, but rather one of several sources, for estimating replacement costs and not guaranteed to represent actual replacement costs; (ii) serve as a statement as to the existence or condition of the structure or property; and (iii) serve as market value appraisals or an assessment of market conditions. This Report has not been adapted to or conformed to any mortgage-lending or real estate-industry regulations, standards or purposes and, without limitation, may not be used or distributed for any real estate-related purpose, including distribution to a mortgage lending institution or use for purposes of a real estate closing. Residential property prefill powered by SmartSource®. The Verisk Logo, 360Value® and SmartSource are registered trademarks of Insurance Services Office, Inc.

25.05.01 PL:SCBEXV\_JUN25



6/4/2025

**Metts Insurance Agency**  
705 Old Trolley Rd. Unit C  
Summerville, SC 29485  
(843) 832-9990

Thursday, June 5, 2025  
Kathleen Whay  
609 Proctor St.  
Walterboro, SC 29488

## INVOICE

---

**Homeowner Renewal  
Policy SCMA23857102  
Renewal Date 01/31/25**

Please make check payable to **Metts Insurance Agency** in the amount of **\$895** and mail it to the above address or visit our office. There is a 3.19% service fee for all debit or credit cards. Please remit payment by 06/30/2025 to avoid a lapse in coverage.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Annette Verplancken  
Associate Agent



# AM Best Rating Services

## Independent Mutual Fire Insurance Company



AMB #: 002758 NAIC #: 29831 FEIN #: 370637646

### Mailing Address

211 Schilling Circle, Suite 201

Hunt Valley, Maryland 21031

United StatesWeb: [www.imfco.net](http://www.imfco.net)Phone: 443-578-5700Fax: 443-578-5690[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

### Best's Credit Ratings

#### Financial Strength [View Definition](#)

Rating (Rating Category):	B++ (Good)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 05, 2024
Initial Rating Date:	June 30, 1990

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Justin Aimone

Senior Financial Analyst: Kenneth E. Tappen

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	bbb (Good)
Outlook (or Implication):	Stable
Action:	Downgraded
Effective Date:	December 05, 2024
Initial Rating Date:	March 26, 2007

#### Disclosure Information

##### Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

##### Press Release

[AM Best Downgrades Issuer Credit Rating of](#)

[Independent Mutual Fire Insurance Company](#)

December 05, 2024

#### Financial Size Category [View Definition](#)

Financial Size Category: VII (USD 50 Million to Less than 100 Million)

u Denotes [Under Review Best's Rating](#)

#### Rating History



A.M. Best has provided ratings & analysis on this company since 1990.

#### Financial Strength Rating

Effective Date	Rating
December 05, 2024	B++
November 22, 2023	B++
October 27, 2022	B++
October 01, 2021	B++
December 01, 2020	A-

#### Long-Term Issuer Credit Rating

Effective Date	Rating
December 05, 2024	bbb
November 22, 2023	bbb+
October 27, 2022	bbb+
October 01, 2021	bbb+
December 01, 2020	a-

#### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



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Sep 11, 2009	<a href="#">A.M. Best Assigns Ratings to Independent Mutual Fire Insurance Company</a>
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