



### **Signing Confirmation Sheet:**

Signing Date/Time: Wed 05/28/25 at 10:00 am

Signing Location: 116 Newtons Way  
Summerville  
SC  
29483

Borrower's Name: KATHLEEN ANGLETON DERRY

Borrower's Contact No.: 8438603526

Order No. 9091518- Capital One, N.A.

#### ***SPECIAL INSTRUCTIONS:***

- **COMPLETE, SIGNED PACKAGE MUST BE SCANNED AND UPLOADED FOR ACCURATE GROUP REVIEW IMMEDIATELY AFTER CLOSING.**
- **Please call the signer the day before the closing to re-confirm.**
- **MORTGAGE & NOTE MUST BE INITIALED ON EACH PAGE BY EACH BORROWER.**
- **PATRIOT ACT FORM FOR EACH PARTY MUST HAVE TWO FORMS OF IDENTIFICATION FILLED IN.**
- DO NOT DROP DOCUMENTS WITH COURIER SERVICE BEFORE SENDING THE SCANBACK TO ACCURATE GROUP.
- YOU MUST USE BLUE INK TO SIGN THE ENCLOSED DOCUMENTS.
- **DO NOT INCLUDE COPY OF BORROWER IDs IN SCANBACK.**
- **INDIANA ONLY – PLEASE PRINT OUT THE BORROWERS COPY OF THE TAX BENEFIT FORM ON YELLOW OR GOLD PAPER.**

#### ***STANDARD INSTRUCTIONS:***

- ✓ Confirm appointment & location with the borrower as soon as possible.
- ✓ It is a **REQUIREMENT** to print a second copy of the package to leave with the borrowers.
- ✓ Do not RESCHEDULE the signing for a different time or location. If the borrowers ask for a scheduling change, please coordinate with Accurate Group as new docs may necessary.
- ✓ Dress business attire, work professionally and please adhere to the Signing Professionals Workgroup Certified Signing Specialist Code of Conduct.
- ✓ Arrive a couple of minutes early to the closing.
- ✓ Please make sure you introduce yourself. Be professional
- ✓ **You MUST drop off the package after you have scanned a copy and sent it to Accurate Group.**
- ✓ Please contact Accurate Group at (877) 816-2149 or email us at [notaryworks@accurategroup.com](mailto:notaryworks@accurategroup.com) during normal business hours for assistance, including emergency rescheduling needs.
- ✓ Normal business hours are weekdays between 8am and 7pm Eastern Standard Time.



By accepting this order, you agree to grant Accurate Group, LLC and its entities your authority to make minor corrections for your errors such as:

- ✓ Printing in the borrower's name in the acknowledgment if left blank or written incorrectly
- ✓ Printing in the commission date from your stamp if left blank or written incorrectly
- ✓ Filling in the ID type on the acknowledgements
- ✓ Filling in the venue (state and/or county) in the acknowledgment if left blank or written incorrectly
- ✓ Adding your printed name below your signature if required by the state and left blank, or is deemed illegible
- ✓ Correcting the date on the acknowledgement if incorrect or left blank

I acknowledge that I have read and understood these instructions and adhere to the instructions listed on the pages above.

Michael A. Brooks Signature

5/28/25  
Date



Please take time to review the CDC guidelines to help prevent the spread of the COVID-19 virus. That includes but is not limited to:

- Wearing a mask and gloves to closing appointments
- Observe social distancing by remaining at least 6 ft apart when possible
- Using separate pens for all parties who need to sign closing docs
- Using wipes and sanitizers before and after the signing
- Sitting on the opposite end of the closing table from the signing parties
- Refraining from touching the signing parties
- If requested, conduct the closing outside in open space and/or with a physical barrier between you, such as a storm door or car window
- Accommodate any other reasonable requests from the signing parties to ensure the safety of everyone

Please proactively contact the borrower(s), prior to the closing date, and discuss any concerns and accommodations the borrower(s) would like to see during the closing appointment.



**If this signing is for a property in GA, DE, SC, WV, MA, or NY and you are NOT an attorney please contact our office immediately at 888-258-5757 Option #4.\***

**\*If this is an out of state signing for one of the states above, and an attorney by phone isn't scheduled to preside with you, also stop and reach out to our office. If an attorney is scheduled to preside by phone, you are good to proceed.**



ACCURATE  
G R O U P

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Title Services

## UPS CampusShip: View/Print Label

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

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

### 3. GETTING YOUR SHIPMENT TO UPS

#### Customers with a Daily Pickup

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

#### Customers without a Daily Pickup

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

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

FOLD HERE



# **Accurate Group Privacy Policy**

## **California Consumers Right of Correction Contact Us**

This Privacy Policy ("Policy") sets forth how Accurate Group, LLC and its affiliates<sup>1</sup> ("Accurate Group" or "we") collect, share, store, and use your Personal Information, whether we obtain the information from you or your financial, insurance or real estate services provider ("Provider"). We may obtain your information when you communicate with us in person, by email or telephone, or otherwise, and when you access or use our websites or other technology including mobile applications. Personal Information is information protected under Federal or state law that identifies, describes, relates to, is associated with, or is linked to a consumer. Personal information does not include (a) publicly available information, which includes information that is lawfully made available from federal, state, or local government records or (b) information that is de-identified, anonymized, pseudonymized or aggregated such that it is no longer attributable to you without additional information.

This Policy applies to our use and handling of Personal Information of all of our current and former customers from the date of this Policy until revised. If you are a former customer, we maintain the confidentiality of your Personal Information as if you were still a customer.

### **I. Your Consent to this Privacy Policy**

Please read this Policy carefully. The practices described herein are subject to the laws in the places in which we operate.

**BY SUBMITTING PERSONAL INFORMATION INCLUDING BROWSING INFORMATION TO ACCURATE GROUP OR BY ACCESSING OR USING OUR APPLICATIONS (INCLUDING MOBILE APPS), PRODUCTS, SERVICES OR WEBSITES, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS POLICY AND YOU CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY.**

**WE MAY CHANGE THIS POLICY AT ANY TIME CONSISTENT WITH APPLICABLE PRIVACY LAWS. THIS POLICY'S EFFECTIVE DATE REFLECTS THE LAST DATE CHANGES WERE MADE. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE APPLICATIONS, WEBSITES, OR PRODUCTS, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED POLICY HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS POLICY.**

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<sup>1</sup> Accurate Group, LLC doing business as Accurate Title Group, LLC (Florida), Accurate Group of Indiana, LLC, Accurate Group of Illinois, LLC and Accurate Group of New Hampshire. "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity. "Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. Accurate Group's Affiliates include The Accurate Group of Texas, LLC, Accurate Group Agency, LLC, Accurate Settlement Group, LLC, Coast to Coast Title & Escrow, LLC, eMerge Property Solutions, LLC, and Arrowbase Technologies, Inc.

Our applications and websites may contain links to third-party websites and services. Such links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly recommend you review. This Privacy Notice applies to our Applications and Websites only, and we do not accept any responsibility or liability for the policies or practices of any third parties.

## II. Type of Information We Collect about You

Through your communications with us and our communications with third parties, we may collect information within the following categories from you:

- *identity Information* including but not limited to name, alias, Social Security Number, driver's license, passport, or other government ID number, license plate number, unique online identifier, username and password, social media handle,
- *contact information* including but not limited to postal address, street address, email address, IP address, phone number,
- *demographic information* including but not limited to protected characteristics under federal and state law, such as age, sex, gender, race, and ethnicity,
- *financial account information* including but not limited to loan or bank account information (e.g., account name and/or account number), credit, or debit card number, card expiration date, CVC2, CVV2, financial information, insurance policy number,
- *biometric information* such as fingerprints and temperature reading,
- *geolocation data* such as your time zone, latitude and longitude, computer or mobile device location,
- *audio, electronic, visual, and thermal information* including telephone recordings, electronic communication records, security camera footage from our offices,
- *professional or employment-related information* such as your work history, salary history, and education history,
- *Internet or other electronic network activity information and online behavioral data* including, but not limited to, browsing history, search history, Internet Protocol (IP) address and operating system, log data, browser type and version, language, and type, browser settings, operating systems and platform, device type, device-specific information (such as your hardware model, operating system version, and unique device identifiers) operating information, mobile carrier, domain name system requests, and information regarding your interaction with an Internet website, application, or advertisement, page response time and download errors,
- *commercial information* including records of products or services purchased, obtained, or considered, and other purchasing and consuming histories and tendencies.

## III. How We Collect Your Information

We collect your information in three ways:

*Directly from you* when you access or use our applications, websites, or products, or when you communicate with us in any manner, including but not limited to:

- Information you provide by filling forms in person or electronically through 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 access or use our products,
- Information you provide when you report a problem with our applications or websites,
- Records and copies of your correspondence if you contact us,
- Your responses to surveys that we might ask you to complete,

- Details of transactions you carry out through our applications, websites, and the conduct of transactions, and
- Your search queries on our websites.

*Automatically* when you access or use our applications, websites, or products, or when you communicate with us, including but not limited to:

- Details of your visits to the websites and applications, including traffic data, location data, logs and other communication data,
- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type, and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

*From third parties* including but not limited to:

- the orders you or your representatives or your financial, insurance or real estate services providers transact on our systems,
- Data analytics providers for the purpose of receiving statistical data about your activity on our websites and applications,
- Social media networks for the purpose of collecting certain of your social media profile information and activity including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform,
- Third Party Service Providers including but not limited to internet service providers, fraud prevention services, and related partners, and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the websites and applications, and to provide you with our products and services.

#### IV. Use of the Information We Collect

We use the personal information and other information we collect to

- provide the products and services you or your financial, insurance or real estate services provider request and the applications and websites that may facilitate delivery and production of our services,
- improve our products and services and to develop new products and services that may be of interest to our clients and their customers,
- operate our business and the applications and websites, including access management, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes,
- facilitate payment processing,
- optimize content for your device,
- associate your device identifiers with your account(s), Information about online activity on our websites, in order to make them more usable, for system administration, troubleshooting, fraud investigation, and website improvement,
- enforce compliance with our Standard Terms of Use and protect the integrity and maintain security of our business, applications, websites, and products and to protect against identity theft and fraud,
- provide reports to our clients concerning their activities on our system,
- communicate with you about our, our affiliates', and others' products and services, jointly or independently,
- help solve and respond to any issues you might be facing and address any claims,
- provide information to our representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, or security requirements in reliance on our legitimate interests.

We will not attempt to re-identify de-identified data.

## V. Retention, Protection and Disposal of Personal Information

We store 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. No system can guarantee the complete security of your information, however, we take commercially reasonable steps to ensure your information is protected consistent with all applicable laws and regulations, as appropriate to the sensitivity of your information. If we dispose of your personal information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

## VI. Sharing Personal Information

We may disclose or share your information with our affiliates to facilitate your use of our applications, websites, and products, and to aid our operations by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity. We do not share Personal information with nonaffiliated companies unless you have given us directly or through your financial, insurance or real estate services provider permission to do so or unless it is necessary to maintain your business or service your transaction. We may obtain your consent in writing; online, through "click-through" agreements; when you accept the terms of use on our applications or websites; orally, either in person or on the phone; or by other means. We may use certain companies, including but not limited to internet service providers, data analytics providers, government entities, operating systems and platforms, some of which may be offshore or in foreign jurisdictions, to perform services on our behalf and at our direction to help us communicate with you, or to help us offer or provide products or services to you in connection with your transaction. In these circumstances, we have written agreements that require the parties with whom we may share your Personal Information to keep it safe and confidential and to use it only for the purposes we specify. When entering into an agreement to provide services to any financial institution we contractually agree that personal information will not be sold. Nor will we share that personal information with any other party including our affiliates for purposes that are not related to providing services.

We may share your personal information with regulators, law enforcement and other authorities in connection with an investigation, subpoena, or court order or in the good faith belief that such disclosure is necessary to comply with legal process or applicable laws or to protect our rights or property, or the rights, property or safety of our employees or the public. We may also share your personal information when we have a good faith or reasonable belief that access, use, preservation or disclosure of such information is necessary to protect or assert our legal rights or interests, to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government, and to protect users of our applications, websites, and products and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

## VII. We Do Not Sell Your Personal Information

We do not permit list brokers, mail-order businesses, telemarketers, or other marketing companies to contact you to promote their products or services, and we do not sell, lend, or give out your personal information for this purpose. We may, however, transfer Personal Information to a third party as an asset that is part of a merger, acquisition, or other transaction in which the third party assumes control of all or part of our business provided that your Personal Information will continue to be protected consistent with this policy.

## **VIII. Third Party Tracking / Do Not Track**

Our websites and applications may collect information about your online activities. When you use our websites and applications, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a "Do Not Track" feature, which is intended to inform websites that you do not wish to be tracked across different websites you visit. Our Websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal.

## **IX. Cookies and Related Technology**

Browser cookies, beacons, pixel tags, scripts, and other similar technologies may be deployed by us to support our applications, websites and products. A cookie is a piece of information in a small text file that may be stored in your Internet browser or on your hard drive to improve your user experience and to help us to improve our technology and services. Cookies are transferred from our websites and applications to your computer or device and allow us to identify your computer or device whenever you connect to our application or website. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers allow users to manage cookie behavior. If you disable cookies, please be aware that some of the features of our applications or websites may not function correctly. To find out more on how to manage and delete cookies, you can visit [www.aboutcookies.org](http://www.aboutcookies.org). We may also use analytic software, such as Google Analytics and others, to help better understand how our Applications and Websites function on your device(s) and for other analytical purposes

## **X. Social Media Integration**

Our applications, websites, and products may contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

## **XI. Information for Minors, International Users, and Users in Specific States**

### **A. Minors**

Accurate Group websites and mobile applications are not intended or designed to attract persons under the age of eighteen. We do not knowingly collect information from persons we know to be under the age of eighteen without permission from a parent or guardian.

### **B. International Users**

If you reside outside the United States and choose to provide personal information including browsing Information to us, please note that we may transfer such information outside of your country of residence. By providing us with your personal information including any browsing Information, you consent to our

collection, transfer, and use of such information in accordance with this Privacy Notice. If your use of our applications, websites, or products would be unlawful in your jurisdiction, you may not use our applications, websites, or products.

### C. For California Consumers

Under the California Consumer Privacy Act of 2018 and its implementing regulations, you have a Right to Know, Right to Delete, and Right to Non-Discrimination.

California consumers are entitled to know about their Personal Information that we collect, use, disclose or sell. We will not share your Personal Information with nonaffiliated third parties, except as permitted by California law. California consumers may submit a request to us that we identify to you the categories and specific items of Personal Information about you that we collected, used, disclosed or sold.

California consumers may also request that we delete your Personal Information. You may make such requests by calling our Customer Service Department toll-free at 888-258-5757 or by contacting us through our website at <http://www.accurategroup.com/company/contacts/>. We may request additional information from you or your authorized agent with which to verify your identity for the security of such requests and we may exercise our rights under applicable law to not fulfill your request. If you use an authorized agent to make a request, we will require you to provide written authorization to the agent and allow us to confirm the identity of the agent.

We will not discriminate against California Consumers for exercising any of their rights under the California Consumer Privacy Act.

California Minors. If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our applications or websites. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <http://www.accurategroup.com/company/contacts/> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

### D. For Colorado Consumers

Under Colorado's Consumer Privacy Act ("CPA"), which goes into effect July 1, 2023, Colorado residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in "targeted advertising" as that term is defined in the CPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in “How we Collect your Information” and Use of Information.” We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances.<sup>[1]</sup> If you are a resident of Colorado, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the CPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <http://www.accurategroup.com/company/contacts/> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### E. For Connecticut Consumers

Under Connecticut’s Data Privacy Act (“CTDPA”), which goes into effect July 1, 2023, Connecticut residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in “targeted advertising” as that term is defined in the CPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in “How we Collect your Information” and Use of Information.” We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances.<sup>[1]</sup> If you are a resident of Connecticut, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the CTDPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <http://www.accurategroup.com/company/contacts/> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### F. For Nevada Consumers

Nevada Consumers may be placed on our internal Do Not Call List by contacting our Customer Service Department toll-free at 888-258-5757 or by contacting us through our website at <http://www.accurategroup.com/company/contacts/>. 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.

#### G. For Oregon Consumers

We will not share your Personal Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

#### H. For Vermont Consumers

We will not disclose information about your creditworthiness to our affiliates and we 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 us to make those disclosures.

#### I. For Virginia Consumers

Under Virginia's Consumer Data Protection Act ("VaCDPA"), which goes into effect January 1, 2023, Virginia residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in "targeted advertising" as that term is defined in the VaCDPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in "How we Collect your Information" and Use of Information." We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances.<sup>[1]</sup> If you are a resident of Connecticut, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the VaCDPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <http://www.accurategroup.com/company/contacts/> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### XII. Right of Correction

Regardless of where you live, you may submit a request that we correct or update the information we have about you.

**Contact Us**

**csr@AccurateGroup.com or toll free at 888-258-5757**

**Revised December 16, 2022**



## Electronic Closing Overview

DERRY  
Loan #: 1022777973

Discover Home Loans eClosing experience is a simple, fast, and safe way for you to review and sign your closing documents electronically.

Your closing documents are contained herein and certain documents are now available for your electronic signature. You may choose to electronically sign any or all of these documents in advance of your closing. At closing, you will wet ink sign all remaining documents in the presence of a closing agent.

Please make sure to carefully read and review documents prior to providing your electronic signature.

If you have any questions, please contact your Closer.

Thank you,  
Discover Home Loans  
1-800-973-5054  
Monday-Friday: 8am-10pm ET

Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)

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 22997.10

## CLOSING INSTRUCTIONS

LOAN NAME: DERRY

LOAN NUMBER: 1022777973

Lender:  
Capital One, N.A.  
502 E. Market St.  
Greenwood, DE 19950

Phone: 1-800-973-5054

Fax: (623) 643-7200

Email: [keirstinhenby@discoverhomeloans.com](mailto:keirstinhenby@discoverhomeloans.com)

Attorney/Closing Agent:

Accurate Group, LLC  
6000 Freedom Square, Suite 300  
Independence, OH 44131

Phone: (888) 258-5757

Fax:

Email: [notaryworks@accurategroup.com](mailto:notaryworks@accurategroup.com)

Settlement Agent:

Capital One, N.A.  
502 E. Market St.  
Greenwood, DE 19950

Kaite Childers

Closing Dept.

Phone: (800) 973-5054

Email: [kaitechilders@discoverhomeloans.com](mailto:kaitechilders@discoverhomeloans.com)

### BORROWER INFORMATION

Borrowers: KATHLEEN ANGLETON DERRY

Vesting: KATHLEEN ANGLETON DERRY

Property Address: 26270 Augusta Highway, Ridgeville, SC 29472

Property County: Colleton

Mailing Address: 26270 Augusta Highway, Ridgeville, SC 29472

### LOAN INFORMATION

Loan Type:

Conventional  FHA  
 VA  USDA

Occupancy:

Owner Occupied  
 Investment  
 Second Home

Property Type:

Single Family  Other  
 Townhome  
 Condominium

### LOAN TERMS

Loan Amount: \$80,000.00

Monthly P & I: \$638.13

ARM Loan: Yes  No

Sales Price: \$0.00

First Payment Date: 07/02/2025

Product Description:

Term (Months): 240

Impounds: Yes  No

Conventional Fixed

Interest Rate: 7.370%

Cash Back: Yes  No

### IMPORTANT DATES

DOCUMENT DATE: May 27, 2025

RESCISSON EXPIRATION DATE: May 31, 2025

ARM Loan: Yes  No

CLOSING DATE: May 28, 2025

APPROVAL EXPIRES: June 18, 2025

FUNDING DATE: June 2, 2025

### PAYOUTS

| Description | Payable To | Amount | Total Payoffs: |
|-------------|------------|--------|----------------|
|-------------|------------|--------|----------------|

### GENERAL REQUIREMENTS

ENSURE ALL DOCUMENTS ARE EITHER INK SIGNED OR IN THE CASE OF IN PERSON ELECTRONIC CLOSING, ALL DOCUMENTS ARE ESIGNED.

YOU SHALL NOT CLOSE THE LOAN UNLESS AND UNTIL EACH AND EVERY ONE OF THE FOLLOWING CONDITIONS HAVE BEEN SATISFIED.  
Please include all necessary documentation with the funding package.

IF FOR ANY REASON THIS LOAN DOES NOT CLOSE, PLEASE RETURN ALL DOCUMENTS TO LENDER IMMEDIATELY.

- Deliver to Borrower(s) one (1) copy of each document signed by Borrower(s).
- Each Borrower must receive two (2) copies of "Notice of Right to Cancel".

\*\*\*EACH BORROWER MUST SIGN ALL DOCUMENTS EXACTLY AS TYPED\*\*\*

\*\*\*\*\*RETURN OF DOCUMENTS\*\*\*\*\*

IMMEDIATELY AFTER CLOSING, SCAN AND UPLOAD THE SIGNED, DATED and NOTARIZED CLOSING PACKAGE TO THE CLOSING SERVICE PROVIDER.

THE ENTIRE SIGNED CLOSING PACKAGE WILL THEN BE SENT VIA OVERNIGHT DELIVERY TO THE CLOSING SERVICE PROVIDER SAME DAY AS THE CLOSING WHEN POSSIBLE, BUT NO LATER THAN THE FOLLOWING MORNING.

## CLOSING INSTRUCTIONS

LOAN NAME: DERRY

LOAN NUMBER: 1022777973

### 1. EXECUTION OF DOCUMENTS:

- Certain ancillary documents may be electronically eSigned prior to the Document Date.
- Each Borrower must sign all documents exactly as typed on signature line provided for his or her signature. All signatures must be witnessed if required or customary.
- Any correction to loan documents must be approved in advance by the Lender. **No white-out permitted.** Approved Lender corrections should be made by marking a single line through the offending language and inserting corrective language as necessary and initialed by the Borrower(s).
- Please make sure the Notary Stamp/Press is visible on the copies of the Mortgage/Deed of Trust.

### 2. RIGHT TO CANCEL:

- The Right to Cancel expiration is based on the document date. If signing date and document date are different, please adjust the Transaction Date and the Right to Cancel expiration date accordingly, and have the date correction initialed by the Borrower(s).

### 3. POWER OF ATTORNEY (if applicable):

- All Powers Of Attorney must be approved by Lender prior to Borrower(s) signing documents. If approved by Lender, the Power of Attorney must be recorded in the same county(ies) in which the Mortgage/Deed of Trust is recorded. It must be notarized a minimum of one day prior to signing the documents. If the documents are signed by Power of Attorney, the signature must appear as Jane Doe by John Doe as Attorney in Fact. As noted in this example, the "Attorney in Fact" verbiage must appear above the signature line.

**Please ensure the ORIGINAL or CERTIFIED TRUE COPY of the non-military POA document is obtained at closing and sent along with the executed closing package to the Closing Vendor.**

### 4. CLOSING DISCLOSURE:

#### Borrower's Closing Disclosure:

- Lender has prepared and provided an initial Closing Disclosure to each borrower (and, if the transaction is rescindable, to each non-borrower who has a right to rescind) (collectively, "Borrower"). A copy of the initial Closing Disclosure is included with these Closing Instructions. Please promptly review the Closing Disclosure and **IMMEDIATELY** notify Lender if any of the information is or becomes inaccurate prior to or at closing.
- Closing Agent must **IMMEDIATELY** notify Lender of any change to the scheduled closing date or if the closing does not take place as scheduled.
- If the Borrower's Closing Disclosure becomes inaccurate prior to closing, Lender will prepare a revised Closing Disclosure and make a determination of whether a new three-business day waiting period is required. If a new waiting period is required, Lender will deliver the revised Closing Disclosure to the Borrower and provide Closing Agent with a copy, along with updated closing documents. If a new waiting period is not required, Lender will prepare the revised Closing Disclosure and provide Closing Agent with a copy, along with updated closing documents as necessary. In such a case, **Closing Agent must provide that revised Closing Disclosure to each Borrower at or before closing (i.e., before the note or security instrument is signed by any person).**
- If an inaccuracy in the Closing Disclosure is discovered at the closing table, the Borrower may not sign the note or security instrument until the discrepancy has been resolved, and lender has provided a revised Closing Disclosure to Closing Agent and Closing Agent has delivered it to each Borrower.
- Each Borrower (including any non-obligated party who has rescission rights) must sign the final Closing Disclosure.
- A signed copy of the Borrower's final Closing Disclosure must be faxed to Lender prior to funding authorization.
- If you learn of an event that causes the Borrower's final Closing Disclosure to become inaccurate after closing and the inaccuracy results in a change to the amount actually paid by the Borrower from the amount disclosed, you must promptly notify Lender. You must also promptly notify Lender of any clerical errors that you identify in the Borrower's Closing Disclosure.

### 5. ID INFORMATION:

- Verify the identity of all signers using the Patriot Act form located within this closing package.  
**\*\*\* DO NOT INCLUDE NOR RETURN ANY COPIES OF GOVERNMENT ISSUED PHOTO ID'S WITH THE EXECUTED CLOSING PACKAGE \*\*\***

## ADDITIONAL CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS

### 1. Choose the date, time, and location for your loan closing

By my signature hereon, I acknowledge that I have read, understand, and have complied with all requirements listed on these instructions any Addendums hereto, and with all requirements relating to closing agent responsibilities.

#### ACKNOWLEDGED AND AGREED:

5/28/25

CLOSING AGENT

Date

Michael A. Brooks

# DISCOVER Home Loans

## NOTICE OF RIGHT TO CANCEL

Borrower(s): KATHLEEN ANGLETON DERRY

DERRY  
Loan #: 1022777973

Property Address: 26270 Augusta Highway, Ridgeville, SC 29472

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE (3) BUSINESS DAYS from whichever of the following events occurs last:

- (1) the date of the transaction, which is **May 28, 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 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:

Capital One, N.A.  
11001 N. Black Canyon Hwy East  
Phoenix, AZ 85029  
righttocancel@discoverhomeloans.com

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 **May 31, 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

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

### RECEIPT OF NOTICE OF RIGHT TO CANCEL

Each of the undersigned have now received two Notice of Right to Cancel forms and one copy of the Truth in Lending disclosures related to this transaction.

Date Notice of Right to Cancel form received: **May 28, 2025**.

\_\_\_\_\_  
- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

# DISCOVER<sup>®</sup> Home Loans

## NOTICE OF RIGHT TO CANCEL

Borrower(s): KATHLEEN ANGLETON DERRY

DERRY

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- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

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\_\_\_\_\_  
- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

## NOTE

**DERRY**  
Loan #: 1022777973

**May 28, 2025**  
[Note Date]

**Ridgeville,**  
[City]

**South Carolina**  
[State]

**26270 Augusta Highway, Ridgeville, SC 29472**  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. **\$80,000.00** (the "Principal") that I have received from **Capital One, N.A.** (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 **7.370%**.

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 **2nd** day of each month beginning on **July 2, 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 **June 2, 2045**, 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 **PO Box 371306, Pittsburgh, PA 15250-7306** 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. **\$638.13**. 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

**Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)**

**MULTISTATE FIXED RATE NOTE --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3200 07/2021**

**Page 1 of 4**

**EX 26234.4**

Initials: \_\_\_\_\_

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%** of my overdue payment of principal and interest or **\$29**, whichever is less. I will pay this late charge only once on any 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.

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- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

*[Sign Original Only]*

Individual Loan Originator: **Keirstin Nicole Henby**, NMLSR ID: **2322655**  
Loan Originator Organization: **Capital One, N.A.**, NMLSR ID: **453156**

Prepared By:  
**Kaite Childers**  
**Capital One, N.A.**  
**502 E. Market St.**  
**Greenwood, DE 19950**

After Recording Return To:  
**Discover Fulfillment Center**

**6000 Freedom Sq, # 300**  
**Independence, OH 44131**  
**1-800-973-5054**

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[Space Above This Line For Recording Data]

## MORTGAGE

**DERRY**  
Loan #: **1022777973**  
PIN: **068-00-00-006.000**

### 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 ANGLETON DERRY**, currently residing at **26270 Augusta Highway, Ridgeville, SC 29472**. Borrower is the mortgagor under this Security Instrument.
- (B) "Lender" is **Capital One, N.A.**. Lender is a **NATIONAL BANKING ASSOCIATION** organized and existing under the laws of the **United States of America**. Lender's address is **502 E. Market St., Greenwood, DE 19950**. Lender is the mortgagee under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

#### Documents

- (C) "Note" means the promissory note dated **May 28, 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 **Eighty Thousand And 00/100 Dollars (U.S. \$80,000.00)** 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 **June 2, 2045**.
- (D) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

Adjustable Rate Rider  
 1-4 Family Rider  
 Second Home Rider

Condominium Rider  
 Planned Unit Development Rider

Other(s) [specify]  


---

(E) "Security Instrument" means this document, which is dated **May 28, 2025**, together with all Riders to this document.

#### Additional Definitions

(F) "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.

(G) "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.

(H) "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).

(I) "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.

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

(K) "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.

(L) "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.

(M) "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.

(N) "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.

- (O) "**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.
- (P) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
- (Q) "**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.
- (R) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
- (S) "**Property**" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (T) "**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.
- (U) "**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.
- (V) "**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.
- (W) "**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 mortgages, grants, and conveys to Lender the following described property located in the **COUNTY of Colleton**:

**ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING  
IN SHERIDAN TOWNSHIP, COLLETON COUNTY, STATE OF SOUTH CAROLINA, MEASURING  
AND CONTAINING APPROXIMATELY 21.04 ACRES, MORE OR LESS, AND BEING SHOWN  
AND DESIGNATED ON A PLAT PREPARED BY JAMES F. BENNETT, SURVEYOR, DATED  
MAY 3, 1975, AND BOUNDED AS FOLLOWS: ONE THE NORTHEAST BY SC ROUTE 61 AND  
BY LANDS OF MIXON; ON THE SOUTHEAST BY LANDS OF MIXON AND OF FERGUSON AND  
ON THE NORTHWEST BY LANDS OF FERGUSON AND ON THE NORTHWEST BY LANDS OF  
FERGUSON AND STROBLE SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF  
WAY OF RECORD.**

**LESS AND EXCEPT THE LANDS CONVEYED IN DEED RECORDED DATE 03/24/2003,  
INSTRUMENT NO. 2030 OR BOOK 1009, PAGE 85.**

**Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)  
SOUTH CAROLINA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
EX 25319.11**

Form 3041 07/2021  
Page 3 of 21

Initials: \_\_\_\_\_

**THIS BEING THE SAME PROPERTY CONVEYED TO KATHLEEN A. DERRY, BY DEED FROM RAY S. DELONGE, DATED 03/10/2003 AND RECORDED ON 03/24/2003 IN BOOK 1009, PAGE 82, INSTRUMENT NO. 2028, IN THE COLLETON COUNTY RECORDERS OFFICE.**

**PARCEL NO. 068-00-00-006.000**

which currently has the address of **26270 Augusta Highway, Ridgeville, South Carolina 29472** ("Property Address");

TO HAVE AND TO HOLD this property unto Lender, 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 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.

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**- BORROWER - KATHLEEN ANGLETON DERRY - DATE -**

Signed, sealed and delivered in the presence of:

---

Witness

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Witness

[Space Below This Line for Acknowledgment]

State of South Carolina  
County of Coleton

The foregoing instrument was acknowledged before me this **28th** day of **May, 2025** by

Kathleen Angleton Perry

Notary Public

Michael A. Brooks

My Commission Expires: 5/9/29

Colleton County, South Carolina

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

Kathleen Angleton Perry

sign the foregoing document.

Date: **May 28, 2025**

Michael A. Brooks

Printed Name

Notary Public

My Commission Expires:

5/9/29

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

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

\_\_\_\_\_

\_\_\_\_\_

sign the foregoing document.

Date: **May 28, 2025**

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

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

Individual Loan Originator: **Keirstin Nicole Henby**, NMLSR ID: **2322655**  
Loan Originator Organization: **Capital One, N.A.**, NMLSR ID: **453156**

**Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)**  
**SOUTH CAROLINA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
**EX 25319.11**

Form 3041 07/2021  
Page 21 of 21

Initials: \_\_\_\_\_

**COMPLIANCE AGREEMENT**DERRY  
Loan #: 1022777973Borrower(s): **KATHLEEN ANGLETON DERRY**Property Address: **26270 Augusta Highway, Ridgeville, SC 29472****Errors and Omissions**

We make every effort to ensure that all of your loan documents reflect the correct terms of the loan you applied for and we agreed to make. But, sometimes, whether through our fault, your fault, or the fault of someone else, a document that we required in order to make the loan to you is lost or misplaced, does not reflect the terms of the loan that you applied for and we agreed to make, or is not signed or initialed in the proper place or by the proper person. Sometimes we fail to collect all of the information we need or we learn that the information we collected is incomplete or incorrect. Each of these or other similar document and informational problems is referred to below as an "Error or Omission."

**Cooperation Agreement**

If we discover an Error or Omission, we will notify you and you agree to help correct any Error or Omission within 10 days after you receive our written request. You agree to provide us complete and accurate information if we ask for it. You agree to execute and/or initial and deliver to us any document that we deem necessary to create, replace or correct a loan document or any misstated, omitted or inaccurate term contained in a document (a "Replacement Document.") If we require a Replacement Document to be signed or initialed by a third party who acted with you in connection with your application, provided information to us in connection with your application, or has an interest in the property that secures your loan, you agree to obtain the signature or initials from that third party on our behalf.

**Failure to Comply Can Constitute Default On Your Loan - You Could Lose Your Home**

Subject to any limitation on events of default under applicable law, if you do not provide the information we ask for or deliver the Replacement Document within 10 days after you receive a written request from us, we may declare your loan to be in default and accelerate your loan. You also agree to be responsible and liable for any loss we suffer as a result of the Error or Omission.

This agreement shall inure to the benefit of our successors and assigns and be binding upon your heirs, personal representative, successors and assigns.

Dated this **28th** day of **May, 2025**.

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**- BORROWER - KATHLEEN ANGLETON DERRY - DATE -**

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[Space Below This Line For Acknowledgment]

Colleton County.

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated: **KATHLEEN ANGLETON DERRY**.

Date: **May 28, 2025**

(Official Seal)

Michael A. Brooks, Notary Public  
(Notary's printed or typed name)

My Commission Expires:

5/9/29

Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)



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20388.11

Page 1 of 1

# DISCOVER® Home Loans

## OCCUPANCY STATEMENT

Date: **May 28, 2025**

DERRY  
Loan #: 1022777973

Lender: **Capital One, N.A.**

Borrower(s): **KATHLEEN ANGLETON DERRY**

Property Address: **26270 Augusta Highway, Ridgeville, SC 29472**

Borrower(s) agrees that, after obtaining the title to the property listed above, their occupancy status will be:

**Owner Occupied**

I/We will occupy the subject property as my/our principal residence within 60 days after the date of closing as required by, and in compliance with, the terms of the Deed of Trust/Mortgage/Security Instrument relating to the subject property. I/We will 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.

**Occupied as a Second Home**

I/We will occupy the subject property as my/our second home while maintaining principal residence elsewhere.

**Investment Property - Will Not Occupy**

I/We will not occupy the subject property. Purchased as an investment to be held or rented.

**Refinance Only**

I/We certify that the property referenced above is NOT currently listed for sale or under contract to be listed for sale.

If the Borrowers have indicated that the Property is their primary residence, the Borrowers represent that they have no present intent to sell, lease, rent or otherwise dispose of said Property, upon occupancy of the Property they will not have any other permanent and primary residence, and the Property is not to be used for investment purposes. The Borrowers agree to furnish to **Capital One, N.A.** (the "Lender") upon Lender's request, evidence satisfactory to Lender of their continuing occupancy of the Property as their permanent full time residence.

Borrowers further acknowledge that they understand that it is a crime to knowingly make a false statement in connection with this and any other similar form in connection with the application for this federally-related mortgage loan. Penalties upon conviction can include fine and/or imprisonment, or both. For details, see Title 18 U.S. Code Sections 1001, 1010 and 1014.

The undersigned Borrower(s) acknowledges and agrees that any misrepresentation of occupancy by borrower shall constitute a default under the note and security instrument executed in connection with said loan and, upon the occurrence of said default, the whole sum of principal and interest at the option of the holder thereof. Lender may adjust the interest rate on the note to the rate charged by lender for non-owner occupied loans at the time lender exercises its option to so raise the rate, or demand that outstanding principal balance of the note be reduced by the borrower to a level (or maximum loan to value) normally required by the lender for non-owner occupied loans at the time lender exercises its option to ask that the loan amount be reduced.

I/We are aware of and understand that if at any time it is determined that the above statement is untrue, I/We will be subject to prosecution for fraud under applicable state laws.

I certify under penalty of Chapter 18, U.S.C. 1010 to 1014 that the statement contained herein is true and correct.

- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

State of South Carolina  
County of Coleton

Sworn and subscribed before me on this **28th** day of **May, 2025**.

Notary Public for South Carolina  
*Michael A. Brooks*  
My commission expires: 5/9/29

# DISCOVER® Home Loans

DERRY  
Loan #: 1022777973

## **MORTGAGOR'S AFFIDAVIT**

Date: May 28, 2025

Mortgagors: KATHLEEN ANGLETON DERRY

Property Address: 26270 Augusta Highway, Ridgeville, SC 29472

The undersigned Mortgagor(s) ("Mortgagor"), having been duly sworn, and as an inducement to **Capital One, N.A.** ("Lender") to make a mortgage loan, and as applicable, as an inducement to the Federal Housing Administration to insure said loan; the Department of Veterans Affairs to guarantee said loan; or a Private Mortgage Insurance Company to insure said loan, upon oath, certifies and agrees as follows:

1. The Property serving as collateral for this loan ("Property")  is  is not (check one) located in a special flood hazard area.
2. The use of mortgage loan proceeds is:
  - To purchase or construct Property
  - To refinance prior mortgage loan on Property
  - Other (specify) **Other**
3. If this is a purchase transaction, the total purchase price for the Property is **\$N/A**.
4. No portion of the down payment was borrowed from any other source; Mortgagor did not incur any debt in connection with this transaction except obligations which are secured by other property or collateral owned by Mortgagor independently of this mortgaged Property; and such obligations have been fully disclosed on the signed application submitted to the Lender prior to loan approval ("Application").
5. Mortgagor has not changed employment since the date of Application, and does not have any present plans to change such employment, nor has there been any reduction in the compensation and benefits being received or to be received by Mortgagor.
6. If the Property is located in a flood hazard area, Mortgagor certifies that flood insurance will be maintained for the amounts required by Lender and applicable law until this Mortgage is paid in full and discharged, and will provide Lender with copies of all renewal certificates, certificates of replacement insurance, and other documentation satisfactory to Lender showing that such flood insurance is in effect and is being maintained. Mortgagor agrees that Mortgagor's failure to continuously maintain such flood insurance coverage throughout the term of this Loan shall constitute a substantial default under the terms of the Mortgage.
7. If the use of the Mortgage proceeds is to purchase or construct the Property, Mortgagor certifies that there have been no modifications to the purchase or construction contract, nor any other agreements with any other parties relating to Mortgagor's purchase or construction of the Property, EXCEPT those which have already been provided to Lender.
8. Mortgagor certifies that there have been no casualty losses or damage to the Property (including but not limited to hail, flood, erosion, settling, fire, or explosion) since the date of the appraisal and inspection of the Property, and no detrimental changes in the condition of the Property (including roof, structural, heating, plumbing, electrical, foundation, drainage, or soil) since the conclusion of the inspection of the Property.

Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)



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**MORTGAGOR'S AFFIDAVIT - Continued**

9. Mortgagor represents that there are no toxic wastes or other toxic or hazardous materials on, under or about the Property, and Mortgagor shall at no time permit the same. Mortgagor has not released any such materials on the Property. In the event that any such materials are found on the Property, Mortgagor shall take and pay for all actions necessary to clean up the Property; and Lender shall in no event be liable or responsible for any costs or expenses incurred in so doing. Mortgagor represents that the Property is not subject to any "borderzone" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any environmental protection laws. Mortgagor shall maintain the Property in compliance with all federal, state and local environmental laws and regulations. Should Mortgagor at any time default on its obligations under this paragraph, Lender shall have the right to perform those obligations, and Mortgagor agrees to pay to Lender, on demand, all costs and expenses incurred by Lender in connection therewith. The obligations and indebtedness of Mortgagor, and the rights of Lender, under this paragraph: (i) shall not be secured by the Deed of Trust or other Loan Documents, and shall not be subject to any anti-deficiency laws, and (ii) shall survive any foreclosure.
10. Mortgagor warrants that all of the information submitted to Lender in connection with the Application, including without limitation all financial, employment, and credit information is still accurate and complete as of the date of this Affidavit, and that no lawsuits, claims, state or federal tax audits, or other actions have been made or threatened against Mortgagor, except as previously disclosed in writing to Lender.
11. There have been no changes in street widths adjoining the Property, or in the zoning or permitted uses of the Property, and adjoining properties, nor does Mortgagor know of any other circumstances or matters which could affect Lender's approval of this loan, or Mortgagor's ability to make the scheduled monthly payments on the Loan.
12. **MORTGAGOR UNDERSTANDS AND AGREES THAT ALL OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THIS AFFIDAVIT ARE REQUIRED BY LENDER, AND ARE CONSIDERED BY LENDER TO BE ESSENTIAL TO THE CLOSING AND FUNDING OF THIS LOAN; AND THAT ANY INACCURACY OR OMISSION IN THE STATEMENTS ABOVE, OR ANY FAILURE BY MORTGAGOR TO PERFORM ALL PROMISES SET FORTH ABOVE, SHALL BE CONSIDERED A BREACH AND DEFAULT OF THE LOAN, AND SHALL GIVE RISE TO ALL OF LENDER'S REMEDIES OTHERWISE AVAILABLE IN THE EVENT OF A BREACH OR DEFAULT OF THE LOAN.**

Mortgagor further acknowledges that it is a crime to knowingly make a false statement in connection with this and any other similar form in connection with the application for this federally-related mortgage loan. Penalties upon conviction can include fine and/or imprisonment, or both. For details, see Title 18 U.S. Code Sections 1001, 1010 and 1014.

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- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

Capital One, N.A. (NMLS #: 453156) | Keirstin Nicole Henby (NMLS #: 2322655)



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**MORTGAGOR'S AFFIDAVIT - Continued**

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

State of South Carolina

)

County of Colleton

)

)

On **May 28, 2025** before me,

Michael A. Brooks Notary Public

(here insert name and title of the officer)

personally appeared **KATHLEEN ANGLETON DERRY**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michael A. Brooks

(Seal)



## SIGNATURE/NAME AFFIDAVIT

Date: **May 28, 2025**

Lender: **Capital One, N.A.**

Borrower(s): **KATHLEEN ANGLETON DERRY**

**DERRY**  
Loan #: **1022777973**

I, the undersigned Borrower, state that I am one and the same person named in the Note and Security Instrument. I also swear and affirm that the signature below is my true and exact signature for execution of the loan documentation.

I hereby certify that:

**KATHLEEN A DERRY**

is one and the same person.

**KATHLEEN ANGLETON DERRY**

(Print or Type Name)

Signature

**KATHLEEN ANGLETON DERRY**

Date

State of South Carolina )

County of Colleton )

On this **28th** day of **May, 2025**, before me, the undersigned, a Notary Public in and for said State, personally appeared **KATHLEEN ANGLETON DERRY** known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary Public for South Carolina  
Michael A. Brooks

My Commission Expires: 5/9/29

**CORRECTION AGREEMENT  
LIMITED POWER OF ATTORNEY****DERRY**  
Loan #: **1022777973**

On this **28th** day of **May, 2025** the undersigned borrower(s), for and in consideration of the approval, closing and funding of their loan # **1022777973**, hereby grant to **Capital One, N.A.**, as Lender, a Limited Power of Attorney to correct and/or execute the following typographical or clerical errors discovered on any or all of the closing documentation required to be executed by the undersigned at settlement or during the loan approval process:

- Errors with the borrower's name(s) including, but not limited to, wrong or misspelled names;
- Errors with the property address including, but not limited to, wrong or misspelled street, city or town names and incorrect house numbers;
- Errors in the legal description;
- Errors with the applicable county name including wrong or misspelled county names; and
- Errors related to the date of documents including wrong and incomplete dates.

In the event this Limited Power of Attorney is exercised, the undersigned will be notified and receive a copy of the document(s) executed or initiated on their behalf.

**This Power of Attorney is limited to the rights granted herein and may not be used to increase the interest rate the undersigned is paying, increase the term of the undersigned's loan, increase the undersigned's outstanding principal balance, or increase the undersigned's monthly principal and interest payment. Any of these specified changes must be executed directly by the undersigned.**

In WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year written.

**- BORROWER - KATHLEEN ANGLETON DERRY - DATE -**

STATE OF South Carolina  
COUNTY OF Colleton

This instrument was acknowledged before me on **May 28, 2025** by

Kathleen Angleton Derry

executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public Michael A. Brooks  
My Commission Expires: 5/9/29

Date: May 28, 2025

## USA Patriot Act Disclosure Borrower Identification

DERRY  
Loan #: 1022777973

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Please provide the following information. We require two forms of identification for each borrower, one primary and one secondary, to comply with section 326 of the Act.

Borrower's Name:

KATHLEEN ANGLETON DERRY

Address:

26270 Augusta Highway  
Ridgeville, SC 29472

Borrower's Phone: (843) 860-3526

Loan Number: 1022777973

Date of Birth: January 8, 1962

Social Security # / Tax ID #<sup>1</sup>: 249-13-2767

**IMPORTANT - Information listed below must be exactly as indicated on the document.**

#### Primary Forms of Identification - must display Borrower's name

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

#### Secondary Forms of Identification - must display Borrower's name

| Document  | 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"/> Birth Certificate                |   |           |               |                 |
| <input type="checkbox"/> Non-US/Canadian Driver License   |   |           |               |                 |
| <input type="checkbox"/> Most Recent Signed Tax Returns   | <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  |   |           |               |                 |
| <input type="checkbox"/> Paycheck stub with name          |   |           |               |                 |
| <input type="checkbox"/> Most Recent W-2                  |   |           |               |                 |
| <input type="checkbox"/> Home/car/renter insurance papers |   |           |               |                 |
| <input type="checkbox"/> Recent utility bill              |   |           |               |                 |
| <input type="checkbox"/> Credit Card                      |   |           |               |                 |

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 applicant.

5/28/25

Certifier's Signature

Date

Michael A. Brooks, Naylor LLC  
Certifier's Printed Name and Title



ATTORNEY/INSURANCE PREFERENCE FORM  
STATE OF SOUTH CAROLINA

DERRY  
Loan #: 1022777973

Date: **May 28, 2025**

Lender: **Capital One, N.A.**

Borrower(s): **KATHLEEN ANGLETON DERRY**

Property Address: **26270 Augusta Highway, Ridgeville, SC 29472**

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 Carolina Attorney Network

- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

- (b) Having been informed of this right, and having no preference, I asked for assistance from **Capital One, N.A.** and was referred to a list of acceptable attorneys. From that list I select \_\_\_\_\_.

- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

2. I (we) have been informed by **Capital One, N.A.** that I (we) have a right to select an insurance agent to furnish required \_\_\_\_\_ insurance in connection with this mortgage transaction.

(a) I select \_\_\_\_\_

- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

- (b) Having been informed of this right, and having no preference, I asked for assistance from **Capital One, N.A.** and was referred to a list of qualified agents. From that list I select **USAA Insurance**.

- BORROWER - KATHLEEN ANGLETON DERRY - DATE -