

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	
Attorney/Closing Agent: Accurate Group, LLC 6000 Freedom Square, Suite 300 Independence, OH 44131	Settlement Agent: Capital One, N.A. 502 E. Market St. Greenwood, DE 19950
Phone: (888) 258-5757 Fax: Email: notaryworks@accurategroup.com	Kaite Childers Closing Dept. Phone: (800) 973-5054 Email: 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: <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> USDA Purpose: <input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance	Occupancy: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Investment <input type="checkbox"/> Second Home	Property Type: <input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Other <input type="checkbox"/> Townhome <input type="checkbox"/> Condominium
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LOAN TERMS

Loan Amount: \$80,000.00	Monthly P & I: \$638.13	ARM Loan: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sales Price: \$0.00	First Payment Date: 07/02/2025	Product Description:
Term (Months): 240	Impounds: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Conventional Fixed
Interest Rate: 7.370%	Cash Back: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

IMPORTANT DATES

DOCUMENT DATE: May 27, 2025	RESCISSION EXPIRATION DATE: May 31, 2025
CLOSING DATE: May 28, 2025	APPROVAL EXPIRES: June 18, 2025
FUNDING DATE: June 2, 2025	

PAYOFFS

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.

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:

CLOSING AGENT

Date

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[®] Home Loans

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- BORROWER - KATHLEEN ANGLETON DERRY - DATE -

OCCUPANCY STATEMENT

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

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 _____

County of _____

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

Notary Public for South Carolina

My commission expires: _____