

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

MERS MIN NUMBER:

LANCASTER COUNTY, SC
2024008888 MORTGAGE
RECORDING FEES \$25.00
STATE TAX \$0.00
COUNTY TAX \$0.00
PRESENTED & RECORDED
07-26-2024 01:16:59 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: CANDICE PHILLIPS
BK:MORT 5169 PG:197-201

MORTGAGE OF REAL ESTATE

South Carolina State Housing Finance and Development Authority
SC HOUSING HOMEBUYER PROGRAM
Forgivable Down Payment Loan

This Mortgage is made this 7/18/24, by and between
JERROD ROBERT EIBEL & Laurin Eibel (the "Borrower") and **Mortgage Electronic
Registration Systems, Inc.**, ("MERS"), solely as nominee for Lender, as hereinafter defined, and Lender's successors
and assigns, and the successors and assigns of MERS. MERS is organized and existing under the laws of Delaware,
and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, Tel. (888) 679-MERS.
HOWARD HANNA MORTGAGE SERVICES INC (the "Lender") is organized and existing
under the laws of _____, and has an address of
1000 GAMMA DRIVE, PITTSBURGH, PA 15238.

WHEREAS, "Borrower" is well and truly indebted to Lender in the full and just sum of Twelve Thousand
(\$ 12,000.00), or so much thereof as may be outstanding from time to time (the "Loan"), as evidenced by
the Borrower's Promissory Note (the "Note") of even date herewith of which the terms are incorporated herein by
reference and of which the final maturity is **FIFTEEN YEARS (180 months)** from the date hereof at which time
this mortgage will be considered paid in full.

NOW THEREFORE, in consideration of the Loan, to induce the Lender to make the Loan and to secure the
prompt payment of same and the performance of the covenants, conditions and agreements hereinafter set forth,
the Borrower hereby does mortgage, grant and convey to MERS (as nominee for Lender and Lender's successors and
assigns) the following described property which has the current street address of
108 LONGLEAF STREET KERSHAW, SC 29067, located in
LANCASTER County, South Carolina which is described as follows:

See "Exhibit A" attached hereto and incorporated herein by reference

To have and to hold this Property unto MERS (as nominee for Lender and Lender's successors and assigns)
together with all the improvements now or hereafter erected, all fixtures now or hereafter attached, and all
property rights relating to the property (the "Mortgaged Property").

In addition to the covenants contained elsewhere herein, the Borrower covenants and agrees with MERS (as
nominee for Lender and Lender's successors and assigns) as follows:

- 1. PAYMENT AND PERFORMANCE.** The borrower agrees to pay and perform all indebtedness and
obligations that are secured by this Mortgage, the Note, and herein. It is agreed that Borrower shall be entitled
to hold and enjoy the Mortgaged Property until a default as herein defined has occurred.

Originating Lender: HOWARD HANNA MORTGAGE SERVICES INC

NMLS ID:

Loan Originator: Alesi, Matt

NMLS ID:

1166349

SF-089 Forgivable DPA Note and Mortgage (BOND) (04.15.2024)

2. **ACCELERATION; REMEDIES.** All remedies provided in this Mortgage may be exercised concurrently, independently or successively. Where the Borrower is in default of any covenant of the Note or this Mortgage, MERS (as nominee for Lender and Lender's successors and assigns) may do any or all of the following without additional notice to or demand once notice is provided to the Borrower as may be required by the Note:
 - a. Declare any of all indebtedness secured by this Mortgage to be due and payable immediately; or,
 - b. Bring an action at law or in equity to foreclose this Mortgage or to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage; or,
 - c. Cause any or all of the Mortgaged Property to be sold at public auction in any manner permitted by law.
3. **OTHER LIENS.** In the event the Borrower defaults in any payment of any other Mortgage or lien secured by the Mortgage and Property, Lender may, at its option, declare the entire balance of principal and interest due and payable and this Mortgage may be foreclosed immediately whether or not the payments provided herein are past due or unpaid. The failure of Lender to exercise its option under this paragraph as to any default shall not be a waiver of its right to exercise its option under this paragraph in the event of any subsequent default.
4. **TRANSFER OF PROPERTY.** Lender shall require immediate payment in full of all sums secured by this Mortgage if all or part of the Mortgaged Property or an interest therein is sold or transferred by the Borrower, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by device, descent or by operation of law upon the death of a joint tenant.
5. **WARRANTIES.** The borrower covenants that it is lawfully seized of the estate hereby conveyed in fee simple and that it has the right to mortgage, grant and convey the Mortgaged Property. Borrower warrants and will defend the title to the Mortgaged Property against all claims and demands of all persons whomsoever.
6. **CIVIL ACTIONS.** The Borrower will pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in any proceeding, action or dispute of any kind affecting the Note, Mortgage or Mortgaged Property, regardless whether or not legal proceedings are commenced. These actions include but are not limited to: the foreclosure of this Mortgage, insolvency, bankruptcy, condemnation action, any action to protect the security hereof and in any situation where Lender employs an attorney to protect the Lender's rights hereunder. Any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage.

GOVERNING LAW. This Mortgage shall be governed by the law of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts applicable law, such conflict shall not affect the other provisions of this Mortgage, the Loan Agreement or the Note which can be given effect without the conflicting provisions.

Originating Lender: HOWARD HANNA MORTGAGE SERVICES INC

NMLS ID:

Loan Originator: Alesi, Matt

NMLS ID: 1166349

SF-089 Forgivable DPA Note and Mortgage (BOND) (04.15.2024)

IN WITNESS WHEREOF, the undersigned Borrower(s) has caused this instrument to be executed this 16 day of July, 2024.

[Signature]
JERROD EIBEL

[Signature]
Witness 1

[Signature]
Laurin Eibel

[Signature]
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF Lancaster)

ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that
JERROD ROBERT EIBEL & Laurin Eibel (Borrower Names) personally appeared before me
and acknowledged the due execution of the foregoing mortgage on this
16 day of July, 2024.

[Signature] (L.S.)

Notary Public for South Carolina
My Commission Expires: Sept 25 2030

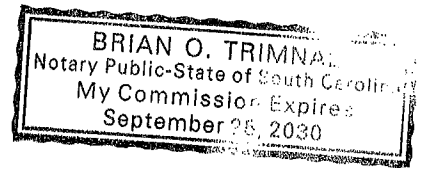
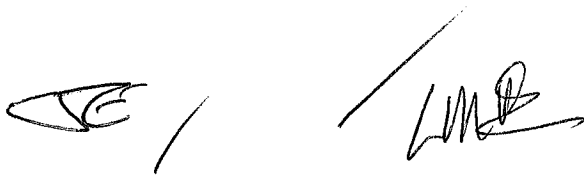


EXHIBIT A

ALL that certain piece, parcel or lot of land, lying, being and situate in the Town of Kershaw, formerly Kershaw County, now Lancaster County, State of South Carolina, bounded as follows, to wit: NORTH, NORTHEAST by a Street; SOUTHEAST by property now or formerly of Newman; and, WEST by an Alley, being shown on Plat of Survey made by Paul Clark, Surveyor, dated December 1, 1951, recorded in Plat Book 15, at Page 82 in the Office of the Register of Deeds for Kershaw County, SC.

This being the identical property conveyed to the mortgagor by deed dated and recorded simultaneously in the Office of the Register of Deeds for Lancaster County, South Carolina.

Two handwritten signatures are present. The first signature on the left is a stylized, cursive mark that appears to be 'CE' followed by a diagonal slash. The second signature on the right is a more complex cursive signature, possibly 'LMB', also followed by a diagonal slash.

TAX EXEMPT FINANCING RIDER

THIS TAX EXEMPT FINANCING RIDER is made this 26th day of July, 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage, ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to HOWARD HANNA MORTGAGE SERVICES INC ("Lender") of the same date and covering the property described in the Security Instrument and located at: 108 LONGLEAF STREET, KERSHAW, SC 29067 [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend the Security Instrument by adding additional grounds for acceleration as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee: (i) Who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code 143(d) (1)); or (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or (iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or (b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider, or (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

For all loan types except FHA, in addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) Borrower defaults in any payments of any other mortgage or lien covering the Property when due, whether or not the payments provided in the mortgage are past due or unpaid, and the failure of Lender to exercise its option under this paragraph as to any default shall not be a waiver of its right to exercise its option in any subsequent default; or (b) Borrower fails to occupy the property described in the mortgage, or uses the property in a trade or business without the lenders prior written consent.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Borrower [Signature] Jerrod Eibel

Borrower [Signature] Laurin Eibel

State of South Carolina)
County of Lancaster)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 7/26, 2024 by JERROD ROBERT EIBEL and Laurin Eibel (Borrower(s)).

BRIAN O. TRIMNAL
Notary Public-State of South Carolina
My Commission Expires September 25, 2030

[Signature]
Notary Public for South Carolina
Name: Brian O. Trimnal
Commission Expiration: Sept 25 2030

SF-047 Tax Exempt Rider, October 2018
TO BE RECORDED WITH ALL FIRST MORTGAGES