WHEN RECORDED, MAIL TO:

DAC 401K Trust 3116 Sterling Ave Sanger, CA 93657

LANCASTER COUNTY, SC 2024008918 MORTGAGE RECORDING FEES \$25.00 STATE TAX \$0.00 COUNTY TAX \$0.00 PRESENTED & RECORDED 07-26-2024 04:31:09 PM BRITTANY GRANT REGISTER OF DEEDS LANCASTER, COUNTY SC By: TERRY PARKMAN BK:MORT 5170 PG:58-62

MORTGAGE DEED

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described with the following street address of:

4675 Bon Rea Dr. Lancaster, SC 29720 (street address, city, state, zip code),

Parcel ID: 0028F-0A-020.00 Legal Description: EXHIBIT A

Derivation: Being the same property conveyed to AMELSC22, LLC by Deed from Nyejah Rodriguez Fitzgerald N/K/A Nyejah Rodriguez, date 03/09/2023, recorded on 06/02/2023 in Book 1672, Page 179, in the Office of the Register of Deed for Lancaster County, South Carolina

Borrower further covenants and agrees that:

- 1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
- 2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only

Mortgage Deed

in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

- 3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
- 4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
- 5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for thirty (30) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- 6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
- 7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
- 8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
- 9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
- 10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.
- 11. All notices must be in writing and shall be delivered in person, sent by overnight courier service, or sent via certified or registered mail to the addresses stated above.

This Mortgage is upon the **STATUTORY CONDITION** and the other conditions set forth herein, for breach of which Lender shall have the **STATUTORY POWER OF SALE** to the extent existing under State law.

[INTENTIONALLY LEFT BLANK - SIGNATURE(S) ON FOLLOWING PAGE]

Mortgage Deed

IN WITNESS WHEREOF, Debtor has executed this Mortgage Deed Print Name: AMELSC22, LLC By Sylvia Freeman its Authorized Signer WITNESSES 1 Required in GA; 2 Required in CT/FL/LA/SC Signature: Name: Michael State of County of _ in the year 2024 day of JUN before me, the undersigned notary public, personally appeared Sulvia Freeman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. MEGAN RENAE BUDZISE Notary Public, State of Texas Comm. Expires 10-24-2029

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My commission expires: 10-24-7026

Mortgage Deed

EXHIBIT A

The Land is described as follows:

The land referred to herein below is situated in the County of Lancaster, State of South Carolina and is described as follows:

All that certain tract of land, lying and being situate in Lancaster County, South Carolina shown as Tract Number Twenty, (20), containing One and 81/100, (1.81), acres, more or less, and being more particularly described on plat entitled "Catawba Heights", dated August 7, 1996, drawn by J. B. Fisher, SCRLS, which plat recorded September 23, 1996 in Plat Book 96, Page 144, Office of the Clerk of Court for Lancaster County, South Carolina, is hereby referenced incorporated herein as part of this description.

This property being conveyed with a 2003 Clayton mobile home (VIN#OHC013577NCAB)

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