

LANCASTER COUNTY, SC
 2024013285 MORTGAGE
 RECORDING FEES \$25.00
 STATE TAX \$0.00
 COUNTY TAX \$0.00
 PRESENTED & RECORDED
 10-29-2024 09:41:41 AM
 BRITTANY GRANT
 REGISTER OF DEEDS
 LANCASTER, COUNTY SC
 By: DAVID HUGHES
 BK:MORT 5224 PG:102-108

When recorded, please return to:
 State Employees' Credit Union
 PO Drawer 25279
 Raleigh, NC 27611

[Space Above This Line for Recording Data]

MORTGAGE
(Future Advances)

THIS MORTGAGE ("Security Instrument") is given on October 23, 2024. The mortgagor is JULIANNA WALKER, CHRISTOPHER EVAN WALKER ("Borrower"). This Security Instrument is given to State Employees' Credit Union, which is organized and existing under the laws of the United States of America, and whose address is PO Box 25279, Raleigh, NC 27611 ("Lender"). Borrower owes Lender the principal sum of FORTY THOUSAND DOLLARS AND 00 CENTS (U.S.\$ 40,000.00). This debt is evidenced by Borrower's Credit Agreement/Note dated 10/23/2024, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on open line of credit. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all future advances, renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in LANCASTER County, South Carolina:

SEE EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

which has the address of 3011 HAWICK LN, INDIAN LAND, South Carolina 29707 ("Property Address"),
[Street] [City] [Zip Code]

which mortgage, grant, pledge and conveyance includes any mobile home, modular home, other manufactured dwelling or other improvements in or upon the property, including but not limited to all additions, accessions, parts, fixtures and other equipment financed with, attached or added to the property;

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Secured Indebtedness; Future Advances; Maximum Amount and Time. This Security Instrument shall secure: (a) the indebtedness of Borrower (and each of them, if more than one) to Lender arising under the terms of the Note between Borrower and Lender; (b) any future advances made by Lender to Borrower (or any of them, if more than one); and (c) all other indebtedness of Borrower (and each of them, if more than one) to Lender, however and wherever incurred or evidenced, whether

Borrower's Initials: CEW JW

primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount specified above, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the mortgaged property, and for maintenance, repair, protection, and preservation of the mortgaged property, with interest on such disbursements, all as provided in this property, and for maintenance, repair, protection and preservation of the mortgaged property, with interest on such disbursements, all as provided in this Security Instrument. This Security Instrument shall not secure any future advances made more than 15 years from date hereof.

2(a). You warrant and agree that your Home Equity Lending Plan will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied; first, to interest due; second, to principal due; third, to any late charges due under the Note; and last, to any other costs or expenses payable to Lender under the Note or this Security Instrument.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance with an insurance deductible payable by Borrower not exceeding \$1,000.00 (Lender may in writing waive the \$1,000.00 deductible requirement). This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. *If Borrower fails to maintain insurance, Lender may purchase single interest coverage ("SIC") including flood insurance protecting the Lender's interest only; and/or the Lender may declare the Borrower to be in default. Lender has no duty to purchase SIC, or to continue to purchase SIC. Further, Lender's purchase of SIC shall not cure Borrower's default. If Lender adds SIC, Lender, in its sole discretion, may adjust the Borrower's payments or demand immediate payment of the full cost. Borrower understands and agrees that SIC will protect only the Lender for the amount(s) owed by the Borrower; and that SIC provides no hazard, medical, liability, or other coverage or benefits to the Borrower.*

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may, in its sole discretion, use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Borrower's Initials: CEW JW

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall 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 shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extensions of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of

Borrower's Initials:

CBW JW

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Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Interest; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits at the time collected 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 under the Note. **Bankruptcy.** It is agreed that any repayment plan or agreement arising from any case under Title 11 of the U.S. Code of Laws will provide for the payment of interest on all amounts, including arrearages at the contractual rate of interest in the Note or the rate of interest provided for by other applicable law, whichever is greater.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Enforcement and Collection Expenses. Borrower shall pay all expenses including attorneys' fees, reasonably incurred by Lender with respect to collection of the indebtedness secured hereby or enforcement of Lender's rights hereunder (including foreclosure or other litigation expenses and also including such costs and attorneys' fees as may be incurred on appeal), arising out of any default by Borrower, and the amount thereof shall become part of the indebtedness secured hereby, shall, at the option of Lender, become immediately due and payable, and shall bear interest at the highest lawful rate then in effect. It is agreed that reasonable attorneys' fees shall be not less than fifteen (15%) percent of the unpaid balance owed on the Note secured by this Security Instrument. Further, Lender shall be entitled to recover any other or additional attorney's fees incurred as a result of any case arising under Title 11 of the U.S. Code of Laws.

16. Acceleration Upon Default. If Borrower fails to pay any indebtedness secured hereby promptly when due, or if Borrower breaches any promise, covenant or agreement herein, in the Note or otherwise, then Lender may declare all indebtedness secured hereby to be accelerated and immediately due and payable. Lender's failure to declare an acceleration shall not impair the right to do so in the event of a continuing or subsequent breach or default.

17. Acceleration Upon Transfer of Mortgaged Property. If all or any part of the mortgaged property or an interest therein is sold or transferred by Borrower in any manner whatsoever, Lender may, at Lender's option, declare all of the sums secured by this Security Instrument to be accelerated and immediately due and payable. Lender's right to accelerate this Security Instrument upon any sale or transfer of the mortgaged property or any interest therein is included in this Security Instrument as a material inducement to Lender's making the loan or loans secured hereby and has been relied upon by Lender in establishing the terms and conditions thereof; accordingly, the limitations contained in this paragraph shall be strictly construed against the Borrower and Borrower's successor(s) in interest and in favor of Lender.

Borrower's Initials:

CBW JW

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18. **No Waiver.** No delay by Lender in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Lender of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.

19. **Default Under Other Mortgages.** If the mortgaged property or any part thereof is now or hereafter encumbered by any other mortgages held by Lender, then, at the option of Lender, any default hereunder shall also be a default under each and all of such other mortgages, and any default under any of such other mortgages shall also, at Lender's option, be a default hereunder. Any default by Borrower in any term, covenant, or provision of any other mortgages held by any other party that may now or hereafter encumber the mortgaged property, or any part thereof, shall, at the option of Lender, also constitute a default hereunder.

20. **Extensions, Leniencies, and Releases.** Lender may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of the Lender's rights hereunder, and may release a portion or portions of the mortgaged property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Borrower, or any guarantor or endorser.

21. **Subrogation.** Lender shall be subrogated to the lien (notwithstanding its release or record) of any vendor, Lender, or other lienholder paid or discharged by the proceeds of any loan or advance made by Lender to Borrower and secured hereby.

22. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law including, but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. **Waivers.** Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgement obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

25. **Prohibition Against Other Liens:**

(Check if First Mortgage.) Borrower agrees not to create or permit the creation of any other mortgage, charge, lien or encumbrance against the mortgaged property or any portion hereof (regardless of whether such encumbrance is expressly subordinate to this Security Instrument) without first obtaining the written consent of Lender. A breach of this covenant shall constitute a material default hereunder. Borrower also agrees that a default by Borrower in any term, covenant or provision of any other mortgage that may hereafter encumber the mortgaged property, shall also constitute a default hereunder.

(Check and Complete if Second Mortgage.) This is a second mortgage. Subject only to a first mortgage dated _____, in favor of _____ executed by _____, at Page _____, of the Public Records of _____ County. Borrower agrees not to create or permit the creation of any other mortgage, charge, lien or encumbrance against the mortgaged property or any portion thereof (except the first mortgage identified above and this mortgage) without obtaining the written consent of Lender. Borrower agrees that a default by Borrower in any term, covenant, or provision of the above-described first mortgage, or a default in any term, covenant, or provision of any other mortgage that may now or hereafter encumber the mortgaged property, or any part thereof, shall also constitute a default hereunder.

Borrower's Initials: CEW JTW

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed and sealed and delivered in the presence of:

AJ Mbrock

Julianna Walker (Seal)
JULIANNA WALKER

[Signature]

C. E. Walker (Seal)
CHRISTOPHER EVAN WALKER

(Seal)

(Seal)

STATE OF SOUTH CAROLINA, York County:

Before me personally appeared Amy Brock and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver the within written Mortgage; and that he/she with Michael Shus witnessed the execution thereof.

AJ Mbrock

Sworn before me this 23 day of October, 2021

[Signature] (Seal)
Notary Public

My Commission Expires: 7-16-25



September 2000

Mortgage Loan Originator: KRISTY LASHLEY
State Employees' Credit Union, NMLS #: 430055

MLO #: 682046

Borrower's Initials: CBW JW

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Exhibit "A"

The land referred to herein below is situated in the County of Lancaster, State of South Carolina and is described as follows:
Being all of Lot 208 of Almond Glen, Phase 2, Map 4, as same is shown on a map thereof recorded in Map Book 2011, Page 292, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Derivation: Being the same property conveyed to Julianna Walker and Christopher Evan Walker, as joint tenants with rights of survivorship, and not as tenants in common by Deed from Sanders Alexander Gabriel, dated 05/24/2019, recorded on 05/24/2019 in Book 1236, Page 110, in the Office of the Register of Deeds for Lancaster County, South Carolina.

CEW JW