GEORGETOWN COUNTY, SC Marlene McConnell Register of Deeds By: KALIEGH MORRIS Clerk 2025006665 MORTGAGE RECORDING FEES \$25.00 STATE TAX \$0.00 COUNTY TAX \$0.00 07-14-2025 10:01 AM EK:RB 4856 PG:396-400

STATE OF SOUTH CAROLINA

SECOND MORTGAGE OF REAL ESTATE

WHEREAS, Thomas Alexander, Brady Alexander and Dominic Alexander, (hereinafter called the 'Mortgagor'), whose address is 16 Oak Street PO Box 66, Manor, PA 15665, in and by his certain Note of even date, stands firmly held and bound unto New Vision Trust Co CFBO 05406-18 IRA (hereinafter called 'Mortgagee'), whose address is 135 Broad Street, Asheville, NC 28801 for the payment of the full and just sum of Forty Two Thousand and no/100 (\$42,000.00) Dollars payable per terms of Note, with the entire balance, if not sooner paid, being due per terms of Note, with interest, as in and by the Note, reference being had thereto, will more fully appear.

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KNOW ALL MEN BY THESE PRESENTS: That the Mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the Mortgagee according to the conditions of the Note, and also in consideration of the further sum of Ten (\$10.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs and assigns, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

MORTGAGEE'S ADDRESS: 16 Oak Street PO Box 66, Manor, PA 15665

PROPERTY ADDRESS: 199 Saint Christopher Circle, Pawleys Island SC 29585

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the Mortgagee, its successors, heirs and assigns, forever.

AND THE MORTGAGOR does hereby bind himself and his heirs and assigns to warrant and forever defend all and singular the premises unto the mortgagee, its successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof. AND IT IS AGREED by and between the parties that the Mortgagor, his heirs and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the Mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the Mortgagee, its successors and assigns, and shall deliver the policy to the Mortgagee; and in default thereof, the Mortgagee, its successors and assigns may effect such insurance and reimburse itself under this Mortgage to the expense thereof, together with no interest thereon at the rate provided in the Note from the date of its payment.

AND IT IS AGREED in the event of other insurance and contribution between the insurers that the Mortgagee, its successors and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this Mortgage.

AND IT IS AGREED by and between the parties, that if the Mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premises when they shall first become payable, then the Mortgagee, its successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for the sum so paid, with no interest thereon at the rate provided in the Note from the date of such payment.

AND IT IS AGREED by and between the parties that upon any default being made in the payment of the Note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the Mortgagee, its successors, heirs or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED that Mortgagor will keep all improvements now existing or hereafter erected in good repair, and, in the case of construction, that Mortgagor will continue construction until completion without interruption, and should Mortgagor fail to do so, the Mortgagee may, at Mortgagee's option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

AND IT IS AGREED by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the Mortgagee, its successors or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

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AND IT IS FURTHER AGREED by and between the parties that should legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any action by reason of this Mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS and it is the true intent and meaning of the parties, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, its successors, heirs and assigns, the debt or sum of money aforesaid, with no interest thereon, and if any shall be due, according to the true intent and meaning of the Note and this Mortgage, then this Mortgage shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

IN THE EVENT of sale of the mortgaged property or the transfer of no interest therein to any transferee, excepting only the creation of lien or encumbrance junior to the lien of this Mortgage, Mortgagor agrees that the Mortgagee may, at its sole option, declare all sums secured by this Mortgage immediately due and payable in full. If the Mortgagee exercises its option to declare the entire amounts so secured to be paid in full, its shall give written notice to Mortgagor who shall have a period of thirty (30) days after the date such notice is mailed to pay the amount declared to be due. If Mortgagor fails to pay such sum prior to the expiration of such period, Mortgagee may without further notice or demand invoke all remedies permitted by this Mortgage.

AND IT IS AGREED by and between the said parties, that the Mortgagor should hold and enjoy the premises until default of payment shall be made.

ANY REFERENCE in this instrument to the plural shall include the singular, and any reference to the neuter shall include the male and female, the male shall include the female and vice versa.

[Signatures to Follow]

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 thirty 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. <u>THE UNDERSIGNED HEREBY 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.</u>

WITNESS the hand and seal of the Mortgagor this 10 day of 300, 2025.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness # 1

Witnes

Thomas Alexander

Dominic Alexander

Pennsylvania STATE OF SOUTH CAROLINA Westmariand COUNTY OF HORRY

ACKNOWLEDGMENT

I, <u>Samaitha O'Donnell</u>, do hereby certify that Thomas Alexander, Brady Alexander and Dominic Alexander appeared before me this day and acknowledged the due execution of the foregoing instrument.

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SWORN to before me this 10° day of JJIY, 2025.

Somontha Opened Notary Public for South Carolina Pennsylvania

Notary Public for South Carolina Pennsylvania My Commission Expires: 01-07-3036 Commonwealth of Pennsylvanta - Notary Seal Samantha O'Donnelt, Notary Public Westmoreland County My commission expires January 7, 2026 Commission number 1411912

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Georgetown, Tax District Number Four (4), being shown and designated as LOT 48, on a plat of St. Christopher Estates, dated January 14, 2000 and last revised April 3, 2000, prepared by Beasley Land Surveying, Inc. and recorded in the Office of the Register of Deeds for said County in Plat Book S351, at Page 8; reference to said plat being hereby made for a more complete metes and bounds description thereof.

ALSO: One (1) 2002 Brigadier Mobile Home, Serial No. BR02NC149150AB. TMS Number: 04-0204-081-00-00

This being the same property conveyed to Mortgagor herein by Michael Ross, Jr. dated $\underline{J_{uly}} = \underline{I_{l}} 2025$ and recorded simultaneously herewith in the Register of Deeds in Georgetown County.