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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

REAL ESTATE MORTGAGE

WHEREAS, **State Street Holdings, LLC** (hereinafter the Mortgagor), in and by their certain note or obligation bearing date of **October 28, 2020** (hereinafter the "Note"), stands indebted, firmly held and bound unto **Seaboard Station, LLC**, its successors and assigns, located at 521 Caro Lane, Chapin, South Carolina 29036 (hereinafter the Mortgagee), in the full and just principal sum of **One Hundred Forty-Two Thousand and 00/100 Dollars (\$142,000.00)**, together with interest thereon, which indebtedness is due and payable on April 28, 2021.

NOW, KNOW ALL MEN, that said Mortgagor in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof to the said Mortgagee according to the terms of the said Note; has mortgaged, granted, and conveyed, and by these presents does mortgage, grant, and convey unto the said Mortgagee, his heirs, successors, and assigns the following described property:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as Lot 22 on that certain Plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARK WEST, OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA," dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the Office of the Register of Deeds for Charleston County, South Carolina.

TMS: 598-03-00-096

Derivation: This being the same property conveyed to Alan G. Nix and Norma J. Nix by deed of C. Richard Dobson Builders, Inc dated July 13, 2001 and recorded July 17, 2001 in Book C-377 at Page 591 in the Office of the Register of Deeds for Charleston County. Most recently conveyed to State Street Holdings, LLC by deed of Mikell R. Scarborough, as Master in Equity for Charleston County, to be recorded simultaneously herewith.

Property Address:
1401 Densmore Circle
Mt. Pleasant, SC 29466

TO HAVE AND TO HOLD, this property unto Mortgagee, its successors and assigns, forever, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits related to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Charleston County, State of South Carolina (hereinafter the "Property").

MORTGAGOR COVENANTS that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and the Property is unencumbered, except for 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.

AND IT IS AGREED BY AND BETWEEN THE MORTGAGOR AND MORTGAGEE:

1. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage. In the event the agreed payment is less than the interest due then the excess unpaid interest shall be added to the principal.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Mortgagee shall not escrow for taxes or insurance. Mortgagor shall pay these costs directly themselves. In the event Mortgagor fails to pay the annual property taxes by January 31 of the year after that for which they are payable, and proof of payment mailed to Mortgagee, the Mortgage shall be in default. Mortgagee shall give 30 days' notice to Mortgagor to cure this default and may then, at Mortgagee option, (i) foreclose the mortgage and/or (ii) pay the taxes themselves, the amount of these taxes being added to the principal outstanding of the loan and drawing interest at the same rate as the remainder of the loan.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Mortgagee from Mortgagor under the Note or this Mortgage shall be applied by Mortgagee in the following order of priority: (i) amounts payable to Mortgagee by Mortgagor under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; and (vi) any other sums secured by this Mortgage in such order as Mortgagee, at Mortgagee's option, may determine; provided, however, that Mortgagee may, at Mortgagee option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; LIENS. Before any obligation becomes delinquent, the Mortgagor will pay all taxes, assessments, and charges of every character which are now due or which may hereafter become due. If liens on the Property are not paid by the Mortgagor, the Mortgagee may pay such taxes, assessments, and liens. Any amount so paid shall be due and payable immediately or on demand at the option of the Mortgagee with interest at twelve percent (12.00%) per annum. Any amount disbursed by Mortgagee under this paragraph shall become additional debt of Mortgagor and be secured by this security instrument.

5. HAZARD INSURANCE. The Mortgagor will keep the improvements on said premises insured against loss by fire, hazards included within the term "extended coverage," vandalism, and any other hazards including, but not limited to, earthquakes and floods, for which the Lender requires

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insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. Mortgagee shall be named as a loss payee on said policy. Mortgagor and Insurer shall promptly notify Mortgagee of any lapse or potential lapse in insurance coverage. In default thereof, the Mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the Mortgagee, with interest thereon at twelve percent (12.00%) per annum. Any amount disbursed by Mortgagee under this paragraph shall become additional debt of Mortgagor and be secured by this security instrument. At the option of the Mortgagee, the proceeds of loss under any policy whether endorsed payable to the Mortgagee or not, may be applied in payment of the principle, interest or any other sum secured by this instrument whether due or not; or the restoration or replacement of any improvement on said premises without in any way affecting the lien of this instrument or the obligation of the Mortgagor or any other person for payment or the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.

6. LOAN CHARGES: Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this security instrument. And it is further agreed that in case the debt secured by this Mortgage or any part thereof is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of any attorney for collection, suit, action or foreclosure, the said Mortgagor shall be chargeable with all costs of collection including a reasonable attorney's fee which shall be due and payable at once, which charges and fees together with costs and expenses are hereby secured and may be recovered in any suit or action hereupon or hereunder.

7. PROTECTION OF MORTGAGEE'S SECURITY. In the event that the Mortgagor defaults in any payment of any other mortgage or lien covering said property when due, then and in that event the Mortgagee herein may, at his option, make payments on principal and/or interest on said other mortgage or lien and any amounts so paid shall be and become a part of the indebtedness secured by this Mortgage and said amounts so advanced shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest at the same rate as other amounts due under this Mortgage and in the event of such default by the Mortgagor in the payment of such other mortgages or liens when due, the Mortgagee may, at his option, declare the entire balance of principal and interest due under this Mortgage to be due immediately, whether or not the payments provided herein are past due or unpaid, and failure of the Mortgagee to exercise either of these options upon one default shall not be a waiver of the Mortgagee's right to exercise said option in any subsequent default.

8. ACCELERATION; REMEDIES. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in any of the covenants or conditions of this Mortgage at the option of the Mortgagee, with notice, the entire indebtedness secured by this instrument shall immediately become due, payable, and collectible, without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports. The Mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of rents of said premises during the pendency of such foreclosure and the rents and profits of the premises falling due after default are hereby assigned to the Mortgagee as security for the payment of such indebtedness.

9. USE OF REAL PROPERTY. That no portion of said premises shall be used for any unlawful purposes.

10. PRESERVATION AND MAINTENANCE OF REAL PROPERTY. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Real Property, (b) shall not abandon the Real Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Real Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Real Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Real Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Real Property, and (f) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Real Property, the security of this Mortgage or the rights or powers of Mortgagee.

11. TRANSFERS OF THE REAL PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGOR; ASSUMPTION. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights here under or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of South Carolina. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

14. RELEASE. For so long as Mortgagor is not in default under the Note, upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

15. ATTORNEY'S FEES. As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by the court.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms contained in this Security

Instrument.

State Street Holdings, LLC

Rachel Filer

By: Rachel Filer
Its: Managing Member

SIGNED, SEALED AND DELIVERED in the Presence of:

Kristie Leaney
sign
Kristie Leaney
print

Michael P Morris
sign
Michael P Morris
print

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

ACKNOWLEDGMENT

(1005-19006)

The undersigned Notary Public for the State of South Carolina does hereby certify that State Street Holdings by Rachel Filer its Managing member appeared before me this day and acknowledged the due execution of the foregoing instrument.

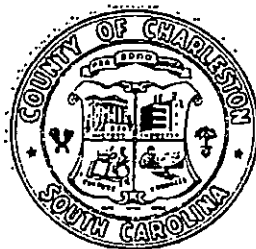
Witness my hand this 27 day of October 2020.

Michael P. Morris
NOTARY PUBLIC
State of South Carolina
My Commission Expires February 19, 2025

Michael P Morris
Michael P. Morris
Notary Public for South Carolina
My commission expires: 2/19/2025

RETURN TO:
MP Morris Law Firm, LLC
336 Old Chapin Road
Lexington, S.C. 29172

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

MP MORRIS LAW FIRM
 336 OLD CHAPIN ROAD
 LEXINGTON, SC 29072

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Michael Miller, Register Charleston County, SC		

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SEABOARD STATION LLC

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