LAURENS COUNTY, SC

2024005865 MORTGAGE

RECORDING FEES \$25.00

STATE TAX \$0.00

COUNTY TAX \$0.00

07-26-2024 03:56 PM

BK:M 3054 PG:104-109

After recording please return to: SERVICELINK ATTN: LOAN MODIFICATION SOLUTIONS 320 COMMERCE, SUITE 100 IRVINE, CA 92602

Prepared by: PENNYMAC LOAN SERVICES, LLC 6101 CONDOR DRIVE, SUITE 200 MOORPARK, CA 93021 866-549-3583

-[Space Above This Line For Recording Data]-----

LOAN NO.: 1348591-8201042964

USDA Case No: 235782929

PMI Case #: 235782929 Investor Loan No: 0231838112

SOUTH CAROLINA MORTGAGE

240333394

THIS MORTGAGE ("Security Instrument") is given on June 11, 2024. The Mortgagor is LAWRENCE NOBLES III AND LYDIA NOBLES

Whose address is 215 ALYSSA LANDING DRIVE, FOUNTAIN INN, SC 29644

("Borrower"). This Security Instrument is given to the United States of America, acting through the Rural Housing Service and its successors and assigns, whose address is 4300 Goodfellow Blvd, Bldg. 105E, FC 225, St. Louis, MO 63120-1703 ("Lender"). Borrower owes Lender the principal sum of Ten Thousand Two Hundred Thirty Four and 08/100ths Dollars (U.S. \$10,234.08). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on March 1, 2052. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, 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, warrant, grant and convey to the Lender, with the power of sale the following described property located in LAURENS County, South Carolina:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Map Sequence Number: 904-02-01-050

which has the address of 215 ALYSSA LANDING DRIVE, FOUNTAIN INN, SC 29644, ("Property Address");

South Carolina Mortgage-Single Family

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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 encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or 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.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor 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 or 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.
- 3. 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. 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 Instrument; (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 term of this Security Instrument or the Note without that Borrower's consent.
- 4. 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 notice to Lender. Any notice to Lender shall be given by first class mail to: Office of USDA, Rural Development, Wholesale Lockbox, PO Box 790391, 3180 Rider Trail S., Earth City, MO 63045 or any 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.
- 5. 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.

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6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. If the Lender's interest in this Security Instrument is held by the Lender and the Lender requires immediate payment in full under Paragraph 4 of the Note, Lender may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Lender of any rights otherwise available to a Lender under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

- 8. 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 9. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.
- 10. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.
- 11. Waiver of Appraisal Rights. 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 30 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. TO THE EXTENT PERMITTED BY LAW, 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. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.



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REQUEST FOR NOTICE OF DEFAULT -AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

Signed, sealed and delivered in the presence of:

Witnesses:		
Star Fullettor		Date: 7/1/24
Starr Fullerton		
Printed, Typewritten or Stamped Name		
Mischollie		Date: 7/1/24
Mia Rotter		
Printed, Typewritten or Stamped Name		
hill to	Date:	4,1,24
Borrower - LAWRENCE NOBLES III		·
Hudia & Nobles	Date:	7,1,24
Borrower - LYDIA NOBLES		·



ACKNOWLEDGMENT

State of 5	§	
County of Greenville	§ §	
The foregoing instrument was acknowledge LAWRENCE NOBLES III AND LYDIA	nowledged before me on July 1, 2024 b	у
	letter amist	_
	Signature of Person Taking Acknowledgment	
	Esther Amick	
3 3 3	Printed Name	_
	Notary Public	_
60,001.	Title or Rank	
Property of the second bearing to the second	Serial Number, if any:	
(Seal)	My Commission Expires:	

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953 Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A

BORROWER(S): LAWRENCE NOBLES III AND LYDIA NOBLES

LOAN NUMBER: 1348591-8201042964

LEGAL DESCRIPTION:

STATE OF SOUTH CAROLINA, COUNTY OF LAURENS, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, SITUATE AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF LAURENS, BEING KNOWN AND DESIGNATED AS LOT NO. 40, ON A SURVEY OF SOUTHGROVE PHASE 1 PREPARED BY 3D LAND SURVEYING, INC. DATED APRIL 21, 2021 AND RECORDED APRIL 22, 2021 IN PLAT BOOK A904, PAGE 2 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LAURENS COUNTY. FOR A MORE COMPLETE AND PARTICULAR DESCRIPTION, REFERENCE IS HEREBY MADE TO THE AFORESAID PLAT.BEING THE SAME PROPERTY AS CONVEYED FROM LIBERTY COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO LAWRENCE NOBLES III AND LYDIA NOBLES AS SET FORTH IN DEED BOOK D 1630 PAGE 139 DATED 02/04/2022, RECORDED 02/04/2022, GREENVILLE COUNTY, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO LAWRENCE NOBLES III AND LYDIA NOBLES FROM LIBERTY COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DEED DATED FEBRUARY 4, 2022 AND RECORDED ON FEBRUARY 4, 2022 IN THE REGISTER OF DEED FOR LAURENS COUNTY, SC IN DEED BOOK: D 1630, PAGE: 139

Tax Map Sequence Number: 904-02-01-050

ALSO KNOWN AS: 215 ALYSSA LANDING DRIVE, FOUNTAIN INN, SC 29644



