CYNTHIA B FORTE

BERKELEY COUNTY REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #: 2020009606

Receipt Number: 160099 Return To:

Recorded As: EREC-MORTGAGE

Recorded On: March 17, 2020

Recorded At: 02:20:58 PM Received From: SIMPLIFILE

Recorded By: HELEN SEXTON Parties:

Book/Page: RB 3303: 708 - 712 Direct- FRIENDLY FOX HOUSING LLC

Total Pages: 5 Indirect- JUNG, GERHARD

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00

Tax Charge: \$0.00



Cynthia B. Forte Register of Deads

Cynthia B Forte - Register of Deeds

Prepared By/Retum To: CHARD LAW FIRM, LLC R. David Chard, Attorney at Law 2050 Spaulding Drive, Suite 2 North Charleston, SC 29406 Phone: 843.554.6984 R20-20187

STATE OF SOUTH CAROLINA) MORTGAGE OF REAL ESTATE COUNTY OF BERKELEY)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Friendly Fox Housing LLC, hereinafter also styled Mortgagor(s), in and by my certain Note bearing even date herewith, stand firmly held and bound unto Gerhard Jung, hereinafter also styled the Mortgagee, in the sum of One Hundred Thousand And 00/100 (\$100,000.00) Dollars, as evidenced by and according to the terms and conditions of a Promissory Note of even date herewith, as in and by the said Note and Condition(s) thereof, being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, that **Friendly Fox Housing LLC**, in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the said **Gerhard Jung**, his heirs and assigns, THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

SEE EXHIBIT "A" ATTACHED HERETO

Mortgagee's Address: 1246 Bacons Bridge Road, Summerville, SC 29485

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

TO HAVE AND TO HOLD all and singular, the said Premises unto the said Mortgagee, his heirs and assigns forever.

AND Mortgagor(s) do(es) hereby bind Mortgagors' heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, mortgagee's heirs and assigns, from and against Mortgagor(s) and Mortgagors' heirs, successors, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND it is agreed, by and between the parties hereto, that the said mortgagor(s), mortgagors' heirs, successors, executors or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the value of the buildings in such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee,

mortgagee's heirs or assigns, may effect such insurance and reimburse itself under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee, mortgagee's heirs or assigns, shall be entitled, to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), mortgagors' heirs, successors or assigns, executors or administrators shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, mortgagee's 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 sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note or of the insurance premiums, or of the taxes, or of the assessments herein above mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, mortgagee's heirs or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said Note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, mortgagee's successors or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event, the said mortgagee, mortgagee's successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS FURTHER AGREED, by and between the parties that should legal proceedings be instituted for the foreclosure of the 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 mortgage does and shall well and truly pay, or cause to be paid, unto the mortgagee, his successors, heirs and assigns, the debt or sum of money aforesaid, with 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.

AND IT IS AGREED, by and between the parties, that the mortgagors shall 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.

This mortgage is not assumable without the written permission of the holder hereof.

WITNESS my hand and seal this 13th day of March, 2020.

SIGNED, SEALDED AND DELIVERED IN THE PRESENCE OF:	Friendly Fox Housing LLC
Signature of Witness #1 R David Chend Signature of Notary Public	By: Rachel McKinnon Its: Sole Member
STATE OF SOUTH CAROLINA COUNTY OFCHARLESTON))

I, <u>R. David Chard</u>, a Notary Public of the County and State first written, do hereby certify that **Rachel McKinnon**, as **Sole Member of Friendly Fox Housing LLC**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of March, 2020.

Signature of Notary Public
Notary Public for South Carolina3
My Commission Expires: 11/16/26

Exhibit "A" Legal Description

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina, known and designated as Lot 34, Block D, Caromi Village Subdivision, as shown on a Plat made by Edwin Hill, Surveyor, dated June, 1980 and recorded in the ROD Office for Berkeley County in File Cabinet. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

SUBJECT to any and all covenants, conditions, restrictions, easements and/or rights-of-way of record.

BEING the same property conveyed to Friendly Fox Housing LLC by Deed of Gerhard Jung dated March 13, 2020 and recorded in the ROD Office for Berkeley County simultaneously herewith.

TMS Number: 243-01-02-034

Property Address: 721 Arno Drive, Ladson, SC 29456