

YORK COUNTY, SC	
2023039488	MORTGAGE
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
12-19-2023	08:27:13 AM
BK:RB 21089	PG:398-403

After recording please return to:  
**SERVICELINK**  
**ATTN: LOAN MODIFICATION SOLUTIONS**  
**3220 EL CAMINO REAL**  
**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]\_\_\_\_\_

Investor Case No. 461-7203218

LOAN NO.: 8-23010728

2304895841

## SOUTH CAROLINA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 3, 2023**. The Mortgagor is **LAKEISHA DANIELLE LIGHTNER AND JAMES MARQUES LIGHTNER**

Whose address is **5298 GATSBY CIRCLE, ROCK HILL, SC 29732**

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Ten Thousand Two Hundred Ninety Nine and 61/100ths Dollars (U.S. \$10,299.61)**. 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 **February 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 **YORK** County, South Carolina:

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

Tax Map Sequence Number: **508-00-00-173**

which has the address of **5298 GATSBY CIRCLE, ROCK HILL, SC 29732**, ("Property Address");

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 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.

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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 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.

**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 Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary 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 Secretary of any rights otherwise available to a Secretary 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.




**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.

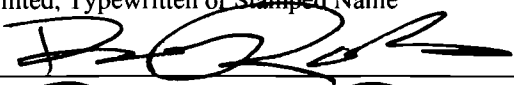
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

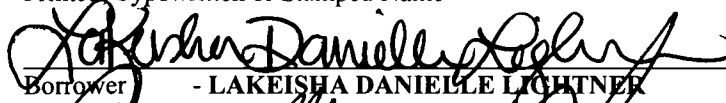
**Witnesses:**

  
\_\_\_\_\_  
Printed, Typewritten or Stamped Name

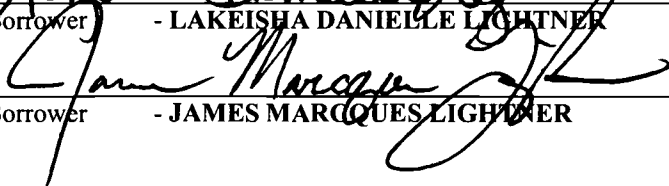
Date: 11 / 18 / 23

  
\_\_\_\_\_  
Printed, Typewritten or Stamped Name

Date: 11 / 18 / 23

  
Borrower - LAKEISHA DANIELLE LIGHTNER

Date: 11 / 18 / 23

  
Borrower - JAMES MARQUES LIGHTNER

Date: 11 / 18 / 23



ACKNOWLEDGMENT

State of SC

County of York

§  
§  
§

The foregoing instrument was acknowledged before me on November 18, 2023 by  
LAKEISHA DANIELLE LIGHTNER AND JAMES MARQUES LIGHTNER.

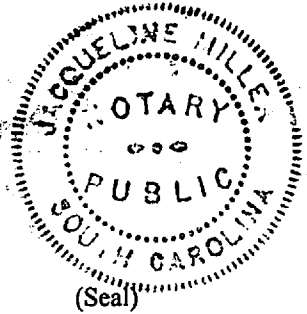
Jacqueline Miller  
Signature of Person Taking Acknowledgment

Jacqueline Miller  
Printed Name

Notary Public  
Title or Rank

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 5/22/2024



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



**EXHIBIT A**

**BORROWER(S): LAKEISHA DANIELLE LIGHTNER AND JAMES MARQUES LIGHTNER**

**LOAN NUMBER: 8-23010728**

**LEGAL DESCRIPTION:**

**STATE OF SOUTH CAROLINA, COUNTY OF YORK, AND DESCRIBED AS FOLLOWS:**

**ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE TOWNSHIP OF BETHESDA, COUNTY OF YORK, STATE OF SOUTH CAROLINA. ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND LYING, BEING AND SITUATE IN THE COUNTY OF YORK, BETHESDA TOWNSHIP, BEING SHOWN AND DESIGNATED AS LOT 90 OF HERNDON HERITAGE SUBDIVISION, PHASE 5, MAP 6, AS SHOWN ON PLAT THEREOF PREPARED BY HUCKS AND ASSOCIATES, P.C. RECORDED IN PLAT BOOK 153, PAGE 209, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND HAVING SUCH METES, BOUNDS, COURSES AND DISTANCES AS BY REFERENCE TO SAID PLAT WILL MORE FULLY APPEAR. BEING THE SAME PROPERTY AS CONVEYED FROM H & H CONSTRUCTORS, INC. TO LAKEISHA DANIELLE LIGHTNER AND JAMES MARQUES LIGHTNER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON AS SET FORTH IN DEED INSTRUMENT #2019008371 DATED 02/27/2019, RECORDED 03/05/2019, YORK COUNTY, SOUTH CAROLINA.**

**BEING THE SAME PROPERTY CONVEYED TO LAKEISHA DANIELLE LIGHTNER AND JAMES MARQUES LIGHTNER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON FROM H & H CONSTRUCTORS, INC. BY DEED DATED FEBRUARY 27, 2019 AND RECORDED ON MARCH 5, 2019 IN THE REGISTER OF DEED FOR YORK COUNTY, SC IN DEED BOOK: RB 17430, PAGE: 290**

**Tax Map Sequence Number: 508-00-00-173**

**ALSO KNOWN AS: 5298 GATSBY CIRCLE, ROCK HILL, SC 29732**

