

# Uniform Residential Loan Application

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

**Section 1: Borrower Information.** This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

## 1a. Personal Information

<b>Name</b> (First, Middle, Last, Suffix) David Michael Neeley <b>Alternate Names</b> - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix) David M Neeley, David Neeley	<b>Social Security Number</b> <u>316-60-9574</u> (or Individual Taxpayer Identification Number) <b>Date of Birth</b> (mm/dd/yyyy) <u>03/10/1956</u> <b>Citizenship</b> <input checked="" type="radio"/> U.S. Citizen <input type="radio"/> Permanent Resident Alien <input type="radio"/> Non-Permanent Resident Alien
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<b>Type of Credit</b> <input checked="" type="radio"/> I am applying for <b>individual credit</b> . <input type="radio"/> I am applying for <b>joint credit</b> . Total Number of Borrowers: _____ Each Borrower intends to apply for joint credit. <b>Your initials:</b> _____	<b>List Name(s) of Other Borrower(s) Applying for this Loan</b> (First, Middle, Last, Suffix)
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<b>Marital Status</b> <input type="radio"/> Married <input type="radio"/> Separated <input checked="" type="radio"/> Unmarried* * Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship	<b>Dependents</b> (not listed by another Borrower) Number _____ Ages _____	<b>Contact Information</b> Home Phone _____ Cell Phone <u>(574) 338-0641</u> Work Phone _____ Ext. _____ Email _____
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**Current Address**  
 Street 12278 Dickinson Road Unit # \_\_\_\_\_  
 City WHITE PIGEON State MI Zip 49099-8115 Country US  
 How Long at Current Address? 28 Years \_\_\_\_\_ Months **Housing**  No primary housing expense  Own  Rent (\$ \_\_\_\_\_ /month)

**If at Current Address for LESS than 2 years, list Former Address**  **Does not apply**  
 Street \_\_\_\_\_ Unit # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
 How Long at Former Address? \_\_\_\_\_ Years \_\_\_\_\_ Months **Housing**  No primary housing expense  Own  Rent (\$ \_\_\_\_\_ /month)

**Mailing Address - if different from Current Address**  **Does not apply**  
 Street \_\_\_\_\_ Unit # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

## 1b. Current Employment/Self Employment and Income

**Does not apply**

## 1c. IF APPLICABLE, Complete Information for Additional Employment/Self Employment and Income

**Does not apply**

## 1d. IF APPLICABLE, Complete Information for Previous Employment/Self Employment and Income

**Does not apply**

**Borrower Name:** David Michael Neeley

**1e. Income from Other Sources**

Does not apply

**Include income from other sources below. Under Income Source, choose from the sources listed here:**

- \* Alimony
- \* Automobile Allowance
- \* Boarder Income
- \* Capital Gains
- \* Child Support
- \* Disability
- \* Foster Care
- \* Housing or Parsonage
- \* Interest and Dividends
- \* Mortgage Credit Certificate
- \* Mortgage Differential
- \* Payments
- \* Notes Receivable
- \* Public Assistance
- \* Retirement
- (e.g., Pension IRA)
- \* Royalty Payments
- \* Separate Maintenance
- \* Social Security
- \* Trust
- \* Unemployment Benefits
- \* VA Compensation
- \* Other

NOTE: Reveal alimony, child support, separate maintenance, or other income ONLY IF you want it considered in determining your qualification for this loan.

Income Source - use list above	Monthly Income
Social Security	\$ 2,843.60
<b>Provide TOTAL Amount Here</b>	<b>\$ 2,843.60</b>

**Section 2: Financial Information - Assets and Liabilities.** This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay each month, such as credit cards, alimony, or other expenses.

**2a. Assets - Bank Accounts, Retirement, and Other Accounts You Have**

**Include all accounts below. Under Account Type, choose from the types listed here:**

- \* Checking
- \* Certificate of Deposit
- \* Stock Options
- \* Bridge Loan Proceeds
- \* Trust Account
- \* Savings
- \* Mutual Fund
- \* Bonds
- \* Individual Development Account
- \* Cash Value of Life Insurance
- \* Money Market
- \* Stocks
- \* Retirement(e.g., 401k, IRA)
- (used for the transaction)

Account Type - use list above	Financial Institution	Account Number	Cash or Market Value
			\$
<b>Provide TOTAL Amount Here</b>			<b>\$</b>

**2b. Other Assets You Have**

Does not apply

**Include all other assets and credits below. Under Asset or Credit Type, choose from the types listed here:**

- |   |   |
|---|---|
| <p><b>Assets</b></p> <ul style="list-style-type: none"> <li>* Proceeds from Real Estate Property to be sold on or before closing</li> <li>* Proceeds from Sale of Non-Real Estate Asset</li> <li>* Secured Borrowed Funds</li> <li>* Unsecured Borrowed Funds</li> <li>* Other</li> </ul> | <p><b>Credits</b></p> <ul style="list-style-type: none"> <li>* Earnest Money</li> <li>* Employer Assistance</li> <li>* Lot Equity</li> <li>* Relocation Funds</li> <li>* Rent Credit</li> <li>* Sweat Equity</li> <li>* Trade Equity</li> </ul> |
|---|---|

**2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe**

Does not apply

**List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:**

- \* Revolving (e.g., credit cards)
- \* Installment(e.g., car, student, personal loans)
- \* Open 30-Day (balance paid monthly)
- \* Lease (not real estate)
- \* Other

Account Type -use list above	Company Name	Account Number	Unpaid Balance To be paid off at or before closing	Monthly Payment
Revolving	JPMCB CARD	5596	\$ 3,880.00 <input type="checkbox"/>	\$ 144.00
Revolving	SYNCB/PPC	0454	\$ 1,098.00 <input type="checkbox"/>	\$ 30.00
Revolving	CAPITAL ONE	0638	\$ 556.00 <input type="checkbox"/>	\$ 25.00
Revolving	US BANK	5706	\$ 156.00 <input type="checkbox"/>	\$ 42.00
Revolving	CAPITAL ONE	6768	\$ 101.00 <input type="checkbox"/>	\$ 28.00
Revolving	CBNA	2333	\$ 41.00 <input type="checkbox"/>	\$ 29.00
Revolving	COSTCO	2877	\$ 204.18 <input type="checkbox"/>	\$ 41.00

**2d. Other Liabilities and Expenses**

Does not apply

**Include all other liabilities and expenses below. Choose from the types listed here:**

- \* Alimony
- \* Child Support
- \* Separate Maintenance
- \* Job Related Expenses
- \* Other

**Monthly Payment**

**Borrower Name:** David Michael Neeley

**Section 3: Financial Information - Real Estate.** This section asks you to list all properties you currently own and what you owe on them.  I do not own any real estate

**3a. Property You Own**

If you are refinancing, list the property you are refinancing FIRST.

Address Street 12278 DICKINSON ROAD Unit # \_\_\_\_\_  
 City WHITE PIGEON State MI Zip 49099-8115 Country US

Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	For 2-4 Unit Primary or Investment Property	
				Monthly Rental Income	For LENDER to Calculate: Net Monthly Rental Income
\$ 150,000.00	Retained	Primary Residence	\$ 0.00	\$	\$

Mortgage Loans on this Property  Does not apply

**3b. IF APPLICABLE, Complete Information for Additional Property**

Does not apply

Address Street 3195 N 982 W Unit # \_\_\_\_\_  
 City Shipshewana State IN Zip 46565 Country US

Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	For 2-4 Unit Primary or Investment Property	
				Monthly Rental Income	For LENDER to Calculate: Net Monthly Rental Income
\$ 150,000.00	Retained		198.01	\$	\$

Mortgage Loans on this Property  Does not apply

**Section 4: Loan and Property Information.** This section asks about the loan's purpose and the property you want to purchase or refinance.

**4a. Loan and Property Information**

Loan Amount \$ 30,000.00 Loan Purpose  Purchase  Refinance  Other \_\_\_\_\_  
 Property Address Street 12278 DICKINSON ROAD  
 Unit # \_\_\_\_\_ City WHITE PIGEON State MI Zip 49099-8115  
 County St. Joseph Number of Units 1 Property Value \$ 150,000.00  
 Occupancy  Primary Residence  Second Home  Investment Property

- Mixed-Use Property.** If you will occupy the property, will you set aside space within the property to operate your own business?(e.g., daycare facility, medical office, beauty/barber shop)  NO  YES
- Manufactured Home.** Is the property a manufactured home?(e.g., a factory built dwelling built on a permanent chassis)  NO  YES

**4b. Other New Mortgage Loans on the Property You are Buying or Refinancing**

Does not apply

**4c. Rental Income on the Property You Want to Purchase**

For Purchase Only

Does not apply

**4d. Gifts or Grants You Have Been Given or Will Receive for this Loan**

Does not apply

Include all gifts and grants below. Under Source, choose from the sources listed here:

- \* Community Nonprofit
- \* Federal Agency
- \* Relative
- \* State Agency
- \* Lender
- \* Employer
- \* Local Agency
- \* Religious Nonprofit
- \* Unmarried Partner
- \* Other

Borrower Name: David Michael Neeley

**Section 5: Declarations.** This section asks you specific questions about the property, your funding, and your past financial history.

**5a. About this Property and Your Money for this Loan**

<p><b>A.</b> Will you occupy the property as your primary residence?          If YES, have you had an ownership interest in another property in the last three years?          If YES, complete (1) and (2) below:          (1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?          (2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</p>	<p><input type="radio"/> NO <input checked="" type="radio"/> YES  <input type="radio"/> NO <input checked="" type="radio"/> YES  <u>SH</u>  <u>S</u></p>
<p><b>B.</b> If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p><b>C.</b> Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?          If YES, what is the amount of this money?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES          \$ _____</p>
<p><b>D.</b> 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?          2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES  <input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>E.</b> Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>

**5b. About Your Finances**

<p><b>F.</b> Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>G.</b> Are there any outstanding judgments against you?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>H.</b> Are you currently delinquent or in default on a Federal debt?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>I.</b> Are you a party to a lawsuit in which you potentially have any personal financial liability?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>J.</b> Have you conveyed title to any property in lieu of foreclosure in the past 7 years?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>K.</b> Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>L.</b> Have you had property foreclosed upon in the last 7 years?</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>
<p><b>M.</b> Have you declared bankruptcy within the past 7 years?          If YES, identify the type(s) of bankruptcy: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13</p>	<p><input checked="" type="radio"/> NO <input type="radio"/> YES</p>

**Section 6: Acknowledgments and Agreements.** This section tells you about your legal obligations when you sign this application.

**Acknowledgments and Agreements**

**Definitions:**

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

**I agree to, acknowledge, and represent the following:**

**(1) The Complete Information for this Application**

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
  - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
  - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 *et seq.*).

**(2) The Property's Security**

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

**(3) The Property's Appraisal, Value, and Condition**

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

**(4) Electronic Records and Signatures**

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
  - (a) electronic signature; or
  - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.

- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

**(5) Delinquency**

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

**(6) Authorization for Use and Sharing of Information**

By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the Loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:

- (a) process and underwrite my loan;
- (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
- (c) inform credit and investment decisions by the Lender and Other Loan Participants;
- (d) perform audit, quality control, and legal compliance analysis and reviews;
- (e) perform analysis and modeling for risk assessments;
- (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
- (g) other actions permissible under applicable law.

Borrower Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Additional Borrower Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

**Borrower Name:** David Michael Neeley

Uniform Residential Loan Application  
Freddie Mac Form 65 Fannie Mae Form  
1003  
Effective Date 01/2021

**Section 7: Military Service.** This section asks questions about your (or your deceased spouse's) military service.

**Military Service of Borrower**

**Military Service** - Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces?  NO  YES

- If YES, check all that apply:  Currently serving on active duty with projected expiration date of service/tour \_\_\_\_\_ (mm/dd/yyyy)  
 Currently retired, discharged, or separated from service  
 Only period of service was a non-activated member of the Reserve on National Guard  
 Surviving spouse

**Section 8: Demographic Information.** This section asks about your ethnicity, sex, and race.

**Demographic Information of Borrower**

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application.

**Instructions:** You may select one or more "Hispanic or Latino" origins and one or more designations for "Race." If you do not wish to provide some or all of this information, select the applicable check box.

**Ethnicity**

- Hispanic or Latino  
 Mexican  Puerto Rican  Cuban  
 Other Hispanic or Latino - Enter origin: \_\_\_\_\_

Examples: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- Not Hispanic or Latino  
 I do not wish to provide this information

**Sex**

- Female  
 Male  
 I do not wish to provide this information

**Race**

- American Indian or Alaska Native - Enter name of enrolled or principal tribe: \_\_\_\_\_  
 Asian  
 Asian Indian  Chinese  Filipino  
 Japanese  Korean  Vietnamese  
 Other Asian - Enter race: \_\_\_\_\_

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

- Black or African American  
 Native Hawaiian or Other Pacific Islander  
 Native Hawaiian  Guamanian or Chamorro  Samoan  
 Other Pacific Islander - Enter race: \_\_\_\_\_

Examples: Fijian, Tongan, etc.

- White  
 I do not wish to provide this information

**To Be Completed by Financial Institution (for application taken in person):**

- Was the ethnicity of the Borrower collected on the basis of visual observation or surname?  NO  YES  
Was the sex of the Borrower collected on the basis of visual observation or surname?  NO  YES  
Was the race of the Borrower collected on the basis of visual observation or surname?  NO  YES

**The Demographic Information was provided through:**

- Face-to-Face Interview (includes Electronic Media w/Video Component)  Telephone Interview  Fax or Mail  Email or Internet

**Borrower Name:** David Michael Neeley

Uniform Residential Loan Application  
Freddie Mac Form 65 Fannie Mae Form  
1003  
Effective Date 01/2021

**Section 9: Loan Originator Information.** To be completed by your **Loan Originator.**

**Loan Originator Information**

Loan Originator Organization Name First State Bank of Middlebury  
Address 111 S. Main St., Middlebury, Indiana 46540  
Loan Originator Organization NMLSR ID # 410789 State License ID # \_\_\_\_\_  
Loan Originator Name Jon E Miller  
Loan Originator NMLSR ID # 441181 State License ID # \_\_\_\_\_  
Email jonm@bfirst.bank Phone (574) 825-2166

Signature \_\_\_\_\_ Date (mm/dd/yyyy) 05/13/2024

To be completed by the Lender:

Lender Loan No./Universal Loan Identifier 0001946474 Agency Case No. \_\_\_\_\_

## Uniform Residential Loan Application - Unmarried Addendum

### For Borrower Selecting the Unmarried Status

#### Lenders Instructions for Using the Unmarried Addendum

The Lender may use the Unmarried Addendum only when a Borrower selected "Unmarried" in Section 1 and the information collected is necessary to determine how State property laws directly or indirectly affecting creditworthiness apply, including ensuring clear title.

For example, the Lender may use the Unmarried Addendum when the Borrower resides in a State that recognizes civil unions, domestic partnerships, or registered reciprocal beneficiary relationships or when the "property is located in such a State." "State" means any state, the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.

If you selected "Unmarried" in Section 1, is there a person who is not your legal spouse but who currently has real property rights similar to those of a legal spouse?  NO  YES

If YES, indicate the type of relationship and the State in which the relationship was formed. For example, indicate if you are in a civil union, domestic partnership, registered reciprocal beneficiary relationship, or other relationship recognized by the State in which you currently reside or where the property is located.

Civil Union  Domestic Partnership  Registered Reciprocal Beneficiary Relationship  Other (explain) \_\_\_\_\_

State: \_\_\_\_\_



## Uniform Residential Loan Application - Lender Loan Information

This section is completed by your Lender.

### L1. Property and Loan Information

#### Community Property State

- At least one borrower lives in a community property state.  
 The property is in a community property state.

#### Transaction Detail

- Conversion of Contract for Deed or Land Contract  
 Renovation  
 Construction-Conversion/Construction-to-Permanent  
 Single-Closing  Two-Closing

Construction/Improvement Costs \$ \_\_\_\_\_

Lot Acquired Date \_\_\_\_\_ (mm/dd/yyyy)

Original Cost of Lot \$ \_\_\_\_\_

#### Refinance Type

- No Cash Out  
 Limited Cash Out  
 Cash Out

#### Refinance Program

- Full Documentation  
 Interest Rate Reduction  
 Streamlined without Appraisal  
 Other \_\_\_\_\_

#### Energy Improvement

- Mortgage loan will finance energy-related improvements.  
 Property is currently subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through property taxes (e.g., the Property Assessed Clean Energy program).

#### Project Type

- Condominium  Cooperative  Planned Unit Development (PUD)  Property is not located in a project

### L2. Title Information

Title to the Property Will be Held in What Name(s):

David Michael Neeley

For Refinance: Title to the Property is Currently Held in What Name(s):

#### Estate Will be Held in

- Fee Simple  
 Leasehold Expiration Date \_\_\_\_\_ (mm/dd/yyyy)

#### Manner in Which Title Will be Held

- Sole Ownership  Joint Tenancy with Right of Survivorship  
 Life Estate  Tenancy by the Entirety  
 Tenancy in Common  Other

#### Trust Information

- Title Will be Held by an *Inter Vivos (Living)* Trust  
 Title Will be Held by a Land Trust

#### Indian Country Land Tenure

- Fee Simple On a Reservation  
 Individual Trust Land (*Allotted/Restricted*)  
 Tribal Trust Land On a Reservation  
 Tribal Trust Land Off Reservation  
 Alaska Native Corporation Land

### L3. Mortgage Loan Information

#### Mortgage Type Applied For

- Conventional  USDA-RD  
 FHA  VA  Other: EquityLine

#### Terms of Loan

Note Rate 8.500 %  First Lien  
 Loan Term 240 (months)  Subordinate Lien

#### Mortgage Lien Type

#### Amortization Type

- Fixed Rate  Other (explain): HELOC  
 Adjustable Rate  
**If Adjustable Rate:**  
 Initial Period Prior to First Adjustment 1 (months)  
 Subsequent Adjustment Period 1 (months)

#### Proposed Monthly Payment for Property

First Mortgage (P & I)	\$ <u>312.50</u>
Subordinate Lien(s) (P & I)	\$ _____
Homeowner's Insurance	\$ <u>98.16</u>
Supplemental Property Insurance	\$ _____
Property Taxes	\$ <u>170.00</u>
Mortgage Insurance	\$ _____
Association/Project Dues (Condo, Co-Op, PUD)	\$ _____
Other	\$ _____
<b>TOTAL</b>	<b>\$ <u>580.66</u></b>

#### Loan Features

- Balloon/Balloon Term \_\_\_\_\_ (months)  
 Interest Only/Interest Only Term 120 (months)  
 Negative Amortization  
 Prepayment Penalty/Prepayment Penalty Term \_\_\_\_\_ (months)  
 Temporary Interest Rate Buydown/Initial Buydown Rate \_\_\_\_\_ %  
 Other (explain): \_\_\_\_\_

**L4. Qualifying the Borrower - Minimum Required Funds or Cash Back****DUE FROM BORROWER(S)**

<b>A.</b> Sales Contract Price	\$ 0.00
<b>B.</b> Improvements, Renovations, and Repairs	\$ 0.00
<b>C.</b> Land (if acquired separately)	\$ 0.00
<b>D.</b> For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction (See Table 3a. Property You Own)	\$ 0.00
<b>E.</b> Credit Cards and Other Debts Paid Off (See Table 2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe)	\$ 0.00
<b>F.</b> Borrower Closing Costs (including Prepaid and Initial Escrow Payments)	\$ 1,576.45
<b>G.</b> Discount Points	\$ 0.00
<b>H. TOTAL DUE FROM BORROWER(s) (Total of A thru G)</b>	<b>\$ 1,576.45</b>

**TOTAL MORTGAGE LOANS**

<b>I.</b> Loan Amount Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$ <u>30,000.00</u> Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$ <u>0.00</u>	\$ 30,000.00
<b>J.</b> Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing (See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)	\$ 0.00
<b>K. TOTAL MORTGAGE LOANS (Total of I and J)</b>	<b>\$ 30,000.00</b>

**TOTAL CREDITS**

<b>L.</b> Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)	\$ 0.00
<b>M.</b> Other Credits (Enter the sum of all other credits - Borrower Paid Fees, Earnest Money, Employer Assisted Housing, Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other)	\$ 0.00
<b>N. TOTAL CREDITS (Total of L and M)</b>	<b>\$ 0.00</b>

**CALCULATION**

TOTAL DUE FROM BORROWER(s) (Line H)	\$ 1,576.45
LESS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)	- \$ 30,000.00
<b>Cash From/To the Borrower (Line H minus Line K and Line N)</b> <b>NOTE: This amount does not include reserves or other funds that may be required by the Lender to be verified.</b>	<b>\$ -28,423.55</b>

# HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

**Property Serving as Security (the "Property"):** 12278 DICKINSON ROAD, WHITE PIGEON, MICHIGAN 49099-8115

**Borrower's Name and Address:** David Michael Neeley, 12278 Dickinson Road, WHITE PIGEON, MICHIGAN 49099-8115

**Lender's Name and Address:** FIRST STATE BANK OF MIDDLEBURY, A STATE BANK, P.O. BOX 69, MIDDLEBURY, INDIANA 46540

**Date:** June 10, 2024

**Credit Limit:** \$ 30,000.00

**Initial Advance:** \$ N/A

**Minimum Advance:** \$ 500.00

**Minimum Balance:** \$ N/A

**Loan Number:** 0001946474

**Draw Period:** 120 Mos.

**Repayment Period:** 120 Mos.

**Maturity Date:** 06/20/2044

**Billing Cycle:** MONTHLY

**Loan Priority:** First Lien

**ANNUAL PERCENTAGE RATE:** 8.5000

**Margin:** N/A

**Max. ANNUAL PERCENTAGE RATE:** 18.0000

**Min. ANNUAL PERCENTAGE RATE:** 3.9900

**Fees and Finance Charges:** See Page 7

**1. Home Equity Line of Credit Agreement.** This Home Equity Line of Credit Agreement ("**Agreement**") governs your Home Equity Line of Credit Account ("**Account**") with the lender named above ("**Lender**"). Your Account is a credit arrangement in which we make loans to you by advancing funds ("**Advances**") at your direction, allowing you to repay those Advances and take additional Advances, subject to the terms of this Agreement. This Agreement will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount equal to or less than zero.

In this Agreement, the terms "we," "us," and "our" refer to the Lender or to any subsequent assignee or transferee. Except as noted below, the terms "you," "your," and "yours" refer to each person that signs this Agreement or has authority to use the Account. Read this Agreement carefully so that you know how your Account works and keep a copy of this Agreement for your records.

**2. Terms And Definitions.** The following terms are defined as set forth in this Section. Other terms are defined elsewhere in this Agreement.

- A. "Account Balance"** is the total unpaid principal of Advances made under the Account, plus unpaid **FINANCE CHARGES**, outstanding fees, charges, costs, and credit insurance premiums.
- B. "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- C. "Billing Cycle"** is an interval of time that occurs regularly during the term of this Agreement and is used to determine the **FINANCE CHARGES** and other fees, charges, and credit insurance premiums that are due on your Account. The number of days in each Billing Cycle may vary from time to time. A Billing Cycle occurs regardless of whether there is a balance or any activity on your Account. Your Billing Cycle is stated on page 1 of this Agreement. However, the first Billing Cycle may be shorter.
- D. "Billing Statement"** is a statement that we will furnish to you periodically that provides important information regarding your Account activity.
- E. "Credit Limit"** is the maximum aggregate amount of Advances that we will extend to you under this Agreement. Your Credit Limit may change under certain circumstances. Your initial Credit Limit is stated on page 1.
- F. "Draw Period"** is the period of time during which you may request Advances from your Account. The Draw Period is stated on page 1.
- G. "Initial Advance"** is the minimum amount of the first Advance you must request and accept from your Account. The amount of your Initial Advance is stated on page 1.
- H. "Maturity Date"** is the date on which the entire Account Balance under this Agreement is due. The Maturity Date of your Account is stated on page 1.
- I. "Minimum Advance"** is the least amount of money you may request at any one time from your Account. Your Minimum Advance is stated on page 1.
- J. "Minimum Balance"** is the minimum outstanding principal balance that you must maintain under your Account during the Draw Period once the Initial Advance is taken. Your Minimum Balance is stated on page 1.
- K. "Minimum Payment"** is the minimum amount you must pay on your Credit Account, as reflected on each periodic Billing Statement for each Billing Cycle.
- L. "Repayment Period"** is the period of time that begins at the end of the Draw Period. During any Repayment Period, you may no longer request Advances from your Account. The Repayment Period, if any, is stated on page 1.

**3. Borrower's Promise to Pay.** During the Draw Period and any Repayment Period, you will be required to make Minimum Payments in accordance with the terms of this Agreement and Security Instrument. We will send you Billing Statements describing your Account activity and your minimum payment due (the "**Minimum Payment**"). You will receive a Billing Statement approximately every 30 days. Payments will be due as shown on the Billing Statements. You may repay all or any part of your Account Balance, at any time, without penalty, subject to the limitations of this Agreement. If you fail to make your Minimum Payment, we may enforce our rights and remedies under Section 14 and elsewhere in this Agreement and Security Instrument. You must pay the entire outstanding Account Balance on or before the Maturity Date stated on page 1.

Borrower Initials: \_\_\_\_\_

**4. Security.** All amounts due under the Account are secured by a mortgage, deed of trust, or security deed ("**Security Instrument**") on the Property. Borrower agrees to pay all amounts due, and perform all covenants and obligations required of Borrower under the Security Instrument. If it becomes necessary for us to advance funds to you above the Credit Limit to protect our security interest, those amounts in excess of the Credit Limit will be owed by you and will be secured by the Security Instrument unless Applicable Law prohibits the same. The Security Instrument and this Agreement are related documents and a default under either document will be treated as a default under both documents. To the extent permitted by Applicable Law, the lien of the Security Instrument will continue and will have the same priority if, with your consent, we renew, extend, amend, modify or substitute this Agreement. In such event, you agree to execute any additional documents necessary to achieve the action being taken.

**5. Advances.** During the Draw Period, you may request Advances from your Account, and any amounts you repay will subsequently be available for Advances, subject to the limitations of this Agreement. If there is more than one of you, each of you may obtain Advances in accordance with the terms of this Agreement. Each of you is individually responsible for payment of the entire Account Balance regardless of who actually requested the Advance.

The amount of your first Advance must be not more than your Credit Limit. You may not receive the Initial Advance until after (a) the three-day rescission period prescribed by federal law has elapsed; (b) we are reasonably satisfied that no person has rescinded the Agreement; and (c) we are satisfied the Security Instrument constitutes an accurate and valid lien on the Property. However, if the Initial Advance is used to pay for a portion of the purchase price of the Property identified on page 1, the three-day rescission period will not apply to that Initial Advance, but any subsequent Advances will not be made until the three-day rescission period has elapsed.

If you request an Advance, then elect to stop the payment, you agree to pay the Stop Payment fee stated on page 6. If you request an Advance that is less than the Minimum Advance, we may, at our option, pay the Advance. If we do pay such Advance, this does not constitute a reduction of the Minimum Advance provisions of this Agreement.

Following the Draw Period, there may be a Repayment Period during which you must make Minimum Payments as stated below. You may not obtain Advances during any Repayment Period. However, during both the Draw Period and any Repayment Period we may, at our option, make Advances from your Account to pay fees, charges, costs, or credit insurance premiums due under this Agreement or the Security Instrument or make other Advances as allowed by the Security Instrument, and all of these Advances will be added to the Account Balance, bear interest from the date of disbursement, subject to Applicable Law, and be subject to all of the terms of this Agreement and the Security Instrument.

**6. Credit Limit; Minimum Balance.** Your initial Credit Limit is stated on page 1. You may not request an Advance from your Account that would cause your outstanding balance of Advances to exceed your Credit Limit. We are not obligated to pay any Advance request that would cause your outstanding balance of Advances to exceed your Credit Limit. If we do make an Advance that causes your outstanding balance of Advances to exceed your Credit Limit, this will not constitute an increase in your Credit Limit. You agree to pay the Overlimit Fee stated on page 6 for each Advance that causes the outstanding Account Balance to exceed your Credit Limit.

**7. Minimum Payment Calculation.** During the Draw Period, your Minimum Payment will equal the periodic finance charges, and other fees, charges and costs. During the Repayment Period, if any, your minimum payment will equal 1/ 120 th of your unpaid Account Balance at the end of the Draw Period, plus all periodic finance charges and other fees, charges and costs. If there is no Repayment Period, you will be required to pay your entire outstanding balance at the end of the Draw Period.

You may repay all or part of the new balance shown on your monthly statement at any time without penalty. Unless your Account is terminated and we require immediate payment of the entire outstanding balance as provided in Section 14, you must pay at least the Minimum Payment for each Billing Cycle by the payment due date shown on the periodic statement. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single payment.

**8. Application of Payments.** We may apply all payments and credits in accordance with our standard operating procedures and with the requirements of Applicable Law. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date or change the amount of the Periodic Payments. We may, at our discretion, withhold available credit on your Account up to the amount of payments you make to assure that the payment instrument is honored.

**9. Annual Percentage Rate.**

**A. Initial Rate.** The initial ANNUAL PERCENTAGE RATE under this Agreement is 8.5 % (Daily Periodic Rate of 0.02329 %). This initial rate is equal to the Index plus Margin, described in paragraph B of this Section. The ANNUAL PERCENTAGE RATE does not include costs other than interest. The ANNUAL PERCENTAGE RATE and corresponding Daily Periodic Rate are variable rates and therefore may increase or decrease on the first day of each billing cycle based on the changes in the Index.

**B. Rate Computation.** The ANNUAL PERCENTAGE RATE under this Agreement is based upon the sum of the Index plus the Margin. The ANNUAL PERCENTAGE RATE may increase or decrease based upon changes in the Index, and such changes will affect your Minimum Payment and periodic FINANCE CHARGES. The Daily Periodic Rate under this Agreement will always be equal to the ANNUAL PERCENTAGE RATE that is then in effect, divided by 365 (or 366 in a leap year). The ANNUAL PERCENTAGE RATE does not include costs other than interest. The "Index" is Prime Rate as published in the Wall Street Journal.

The "Margin" is N/A%.

If the Index is no longer available, we will use a substitute Index (and, if necessary, a new Margin). The substitute Index will have a historical movement substantially similar to the Index, and the substitute Index and Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the Index becomes unavailable.

**C. Adjustments.** The ANNUAL PERCENTAGE RATE may be adjusted on the first day of each month (each, a "Change Date"). Except as stated below, on each Change Date the ANNUAL PERCENTAGE RATE will be determined by adding the Margin to the value of the Index on the first day of each month. Each change in the ANNUAL PERCENTAGE RATE (and the related Daily Periodic Rate) will take effect without prior notice and will apply to both new Advances and your Account Balance.

Borrower Initials: \_\_\_\_\_

**D. Limits.** There is no limit to the amount by which the **ANNUAL PERCENTAGE RATE** can increase or decrease on any change date or in any 1-year period. The maximum **ANNUAL PERCENTAGE RATE** that can be imposed is 18.0000 %. The minimum **ANNUAL PERCENTAGE RATE** that can be imposed is 3.9900 %.

**10. Finance Charges.** You agree to pay all **FINANCE CHARGES** that accrue on your Account. You will have to pay both periodic **FINANCE CHARGES** and other **FINANCE CHARGES** in connection with your Account. Periodic **FINANCE CHARGES** begin to accrue on the day that there is an unpaid balance due on your Account and will continue to accrue until the Account Balance is paid in full. There is no grace period that will allow you to avoid the assessment of periodic **FINANCE CHARGES** on your Account.

The total periodic **FINANCE CHARGE** for each Billing Cycle will be calculated by first multiplying the Daily Balance (as described below) for each day of the billing cycle by the Daily Periodic Rate that is in effect for that day. This provides the periodic **FINANCE CHARGE** for each day of the Billing Cycle. The periodic **FINANCE CHARGE** for each day of the Billing Cycle will be added together to get the total periodic **FINANCE CHARGE** for the Billing Cycle. The other **FINANCE CHARGES** that you will have to pay in connection with your Account are listed on page 6 under "Additional **CLOSING COSTS**."

To calculate the "**Daily Balance**" for each day of the Billing Cycle, (i) we start with the beginning Account Balance of your Account that day, (ii) exclude any unpaid finance charges or other charges provided for under this Agreement, (iii) add any new Advances posted to the Account, and (iv) then we subtract any payments or credits applied to your Account Balance. If you have a positive balance in your Account on any day, we will not pay any interest on the positive balance and the positive balance will not be treated as a daily balance in the calculation of periodic finance charges.

**11. Finance Charges, Fees, Other Charges, and Costs.** You agree to pay the Finance Charges, fees and other charges listed on page 6 if the circumstances triggering their assessment apply. These fees and charges will be added to the Account Balance and are payable as set forth in this Agreement. Subject to any limitations of Applicable Law, you agree to pay all reasonable costs we incur to collect the Account Balance including, without limitation, court costs, attorney's fees, and foreclosure-related expenses, if you default under this Agreement or become involved in any bankruptcy action. Should any loan charge exceed the maximum lawful charge, the excess shall, to the extent permitted by law, be regarded as interest calculated, as a charge applied to the entire principal balance of the outstanding credit balance as of the assessment of the charge for the remaining term of the loan.

**12. Refund of Fees, Charges, and Costs.** The terms of this Agreement shall be construed to be consistent with Applicable Law. However, if a court of competent jurisdiction or other qualified authority determines that the loan charges and fees described in this Agreement exceed the limits that Applicable Law allows, then the following shall occur. First, any such purportedly excessive charges or fees shall be reduced to the permitted amount. Second, any amounts collected that exceed the permitted amount will be returned to you, either by direct payment or by reducing the principal you owe on your Account. Your receipt of a refund made by direct payment to you or credited to your Account will constitute a waiver of any right of action you may have arising out of overcharges or allegedly excessive loan charges or fees.

**13. Property Insurance.** You agree to obtain property insurance against loss or damage to the Property, in the amounts, for the time periods and against the risks that the Security Instrument and/or we require. You agree to provide (i) standard property insurance for the Property in an amount equal to the replacement cost of the property and (ii) if we notify you that the Property is located in a flood zone, flood insurance in an amount equal to the lesser of the Credit Limit or the maximum amount available pursuant to the National Flood Insurance program (if we notify you after the date of this Agreement, you agree to obtain such insurance within 45 days of being notified). You agree to provide us with a mortgagee endorsement on origination and at each renewal of such insurance coverage.

You may obtain the insurance from an insurance carrier of your choice, so long as the insurance carrier is acceptable to us. If you fail to purchase and maintain acceptable property insurance, we may purchase insurance for you on your behalf and at your expense as described in Section 5 of the Security Instrument. We have no obligation to obtain such insurance. Should we take this action, the equity in the Property and contents thereof may not be protected as you desire. Further, the cost of the insurance may significantly exceed the cost of such insurance that you could have obtained, this cost will be treated as an Advance and will be subject to a **FINANCE CHARGE**.

**14. Additional Rights and Remedies.** In addition to the rights described elsewhere in this Agreement and in the Security Instrument, we also have the following rights:

**A. We can terminate your Account and require you to pay us the entire outstanding Account Balance under this Agreement in one payment, and charge you certain fees, if any of the following occur:** 1) You engage in fraud or make a material misrepresentation at any time in connection with your Account; 2) We do not receive the full amount of any Minimum Payment due or you fail to meet any of the other repayment terms of this Agreement; 3) Your action or inaction adversely affects the Property or our rights in it (for this purpose, the words "you," "your," and "yours" also refer to the owner of the Property, if different than you). Examples of these actions or inactions include, but are not limited to: a) Your death, if you are the sole borrower on the Account; or the death of all but one borrower which adversely affects our security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) You transfer all or part of your interest in the Property without our written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects our security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property; j) Filing of a judgment against you, if the amount of the judgment and collateral subject to the judgment is such that our security is adversely affected.

We may, at our option, take lesser action than those described in this Section. Such lesser action may include, without limitation, suspending your Account and not allowing you to obtain any further Advances, reducing your Credit Limit, and/or changing the payment terms on your Account. If we take any such action, this shall not constitute an election of remedies or a waiver of our right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of this Agreement, the Security Instrument, or at law or in equity. We may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event we elect not to terminate the Account or take any lesser action as provided in this Section, we do not forfeit or waive our right to do so at a later time if any of the circumstances described above exists at that time.

**B. We can refuse to make additional Advances or reduce your Credit Limit during any period of time in which any of the following are in effect:** 1) The value of the Property declines significantly below the value as determined by us at the time you applied for your Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity in the Property is reduced by fifty percent (50%) or more, and may include a smaller decline depending on individual circumstances; 2) We reasonably believe you will not be able to meet the repayment requirements set forth in this Agreement due to a material change in your financial circumstances; 3) You are in default of a material obligation in this Agreement, including, without limitation, your failing to make a Minimum

Borrower Initials: \_\_\_\_\_

Payment on a date that it is due; 4) Government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for in this Agreement; 5) Government action impairs our security interest such that the value of our interest is less than 120 percent of your Credit Limit then in effect; 6) A regulatory agency which supervises us has notified us that continued Advances would constitute an unsafe and unsound practice; 7) The maximum **ANNUAL PERCENTAGE RATE** allowed under this Agreement is reached. If we refuse to make additional Advances or reduce your Credit Limit under this Section, we will send you a written notice stating the reason for such action. If, for any reason, you believe your ability to obtain Advances or your Credit Limit should be reinstated, you must send us a written request for reinstatement and include in the request the reasons why you believe your ability to obtain Advances or your Credit Limit should be reinstated.

**C. We can modify or amend the terms of the Agreement.** After you open your Account, we may modify or amend the terms of this Agreement and/or the other loan documents pertaining to the Account if any of the following conditions exist: 1) You consent in writing to our proposed modification or amendment at that time; 2) The modification or amendment unequivocally benefits you throughout the remainder of the term of this Agreement; 3) The modification or amendment results only in an insignificant change to the terms of this Agreement and/or the other loan documents; 4) The modification or amendment involves the substitution of a new Index and Margin, as provided in Section 9 above. Any Account Balance on the effective date of any modification or amendment is subject to the modification or amendment.

**15. Suspending or Terminating Your Account.** You may terminate your Account at any time. To do so, you must notify us in writing. If one of you requests termination of the Account, the Account will be terminated for all of you. At our option, we may release some of you from liability under this Agreement and/or under Applicable Law without releasing all of you.

If your Account is terminated for any reason, you will nonetheless remain obligated to pay the Account Balance immediately upon our demand. Upon termination of your Account by either you or us, you must return to us all Checks or other Account access devices given to you. If either you or we terminate your Account, you will not be entitled to a refund of any **FINANCE CHARGES**, fees, charges, or credit insurance premiums paid or payable under the Account.

**16. Other Provisions.**

**A. Account Checks; Stop Payment Orders.** You may not use the Checks, or otherwise use Advances, to make payments on your Account. You agree that the Checks are our property and that you will return them to us at our request. Checks that you write will not be returned to you.

We are not responsible if anyone refuses to honor a Check. We may honor postdated Checks and are not responsible if we do so. We will not certify Checks. You agree to notify us immediately by contacting us at the address or telephone number listed on your Billing Statement if there has been, or there may have been, a loss, theft, or unauthorized use of any of the Checks. You may also write to us at the address stated on your Billing Statement. You also agree to cooperate with us or any law enforcement agency in any effort to investigate the circumstances surrounding the incident and efforts to minimize potential losses to you or us stemming from any loss, theft, or unauthorized use of a Check.

We will honor an oral or written stop payment order for a Check if we have a reasonable opportunity to act on it. We will not be liable for failing to stop payment if we used ordinary care. Our records will be conclusive evidence of the existence and details of any oral stop payment order or its revocation. If you stop payment, you must tell us your name and account number, the name of the payee and the exact amount, date and number of the Check, and who signed it. If an oral order is not confirmed in writing within 14 calendar days, it will no longer be effective. A written order is effective for 6 months, and you may renew such order every 6 months. We may pay a draft after a written order has expired even though the draft is more than six months old. You agree that we will have no liability to you if any of the information you provide in the oral or written order is incorrect, and we pay the draft. You agree to indemnify us and pay all costs and expenses we incur (including reasonable attorney's fees) as a result of honoring your stop payment order. This indemnity will survive any termination of this Agreement.

**B. Tax Consequences.** You acknowledge that we (including our employees and representatives) have given you no assurances, representations or warranties that the **FINANCE CHARGES** and other fees and charges paid on your Account are tax deductible. You should consult your own tax advisor concerning the deductibility of the **FINANCE CHARGES** and other fees and charges for the Account.

**C. Due On Sale.** The Security Instrument includes the following "due on sale" provision relating to certain sales and transfers of the Property:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**D. Negative Amortization.** If your Minimum Payments are not sufficient to cover the **FINANCE CHARGE** that will accrue on your Account, "negative amortization" will occur. Negative amortization will increase the balance of your Account and reduce the equity in the Property.

**E. Review of Your Account.** Upon our request, you will provide us with current financial and credit information and will sign any additional or corrective documents in connection with this Agreement or the Account. You also authorize us to make credit inquiries regarding your ongoing credit worthiness, and to provide information about you to our affiliates and third parties as permitted by Applicable Law.

**F. Irregular Payments.** We may accept late payments, partial payments, and items marked "payment in full," even if they are not full payments, without losing any of our rights under this Agreement or under Applicable Law.

**G. Delay in Enforcement.** We may delay enforcing our rights under this Agreement without waiving these rights and/or otherwise forfeiting or compromising them.

**H. Legal Purposes.** You may not use any Advances for purposes that violate any applicable federal, state, tribal, or local laws, rules, regulations, or ordinances.

**I. Assumption.** This Account is not assumable. This means that someone buying the Property may not take this Account as his/her own on the terms of this Agreement or on any other terms.

Borrower Initials: \_\_\_\_\_

**J. Assignment.** We may transfer this Credit Agreement, the Security Instrument, and any other loan documents relating to the Account to any person or entity without notice to you. You may not transfer or assign your rights or delegate your duties under this Agreement. Subject to the other provisions of this Section, this Agreement is binding on your and our heirs, successors, and personal and legal representatives.

**K. Captions and Headings.** The captions and headings of the sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement.

**L. Change of Address, Name or Employment.** You agree to immediately notify us in writing of any change in your name, residence or mailing address, or employment.

**M. Governing Law.** Federal law and the law of the jurisdiction in which the Property is located shall govern this Agreement. All rights and obligations contained in this Agreement are subject to any requirements and limitations of Applicable Law.

**N. Joint and Several Liability.** Each of you will be legally responsible for payment of the total amount of the Account Balance and fees, charges, costs, and credit insurance premiums regardless of any divorce, legal separation, or other legal proceedings.

**O. Severability.** If any portion of this Agreement conflicts with, contradicts or otherwise controverts applicable federal, state, tribal, or local law, then to the extent possible such portion shall be construed as being consistent with such Applicable Law, and further will be deemed changed to the extent necessary to accomplish this end. If any such conflicting or contradicting portion of this Agreement cannot be so construed or changed, it will be deemed severed from this Agreement and will not affect other provisions of this Agreement, which shall be given full effect without regard to the conflicting or contradicting portions.

**P. Sending of Notices.** Except as otherwise provided in this Agreement, all notices must be in writing. Notice to any of you shall be deemed notice to all of you. Any Billing Statement or notice to you under this Agreement will be sufficiently given if sent to your address on file in connection with the Account or to a new address of which you have notified us in writing at least 20 calendar days before the sending of the Billing Statement or notice. Any notice that you give to us must be provided to us at the address listed on page 1, or a different address if you are notified of the same.

**17. YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**A. Notify Us in Case of Errors or Questions about Your Bill.** If you think your Billing Statement is wrong, or if you need more information about a transaction on your Billing Statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first Billing Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (i) Your name and account number; (ii) The dollar amount of the suspected error.; and (iii) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**B. Your Rights and Our Responsibilities after We Receive Your Written Notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to the mistaken amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question on your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

**18. CREDIT ADVANCES.** Beginning on the Effective Disbursement Date of this Agreement, you may obtain under your Credit Line as follows:

**Telephone Request.** Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, **you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.**

**Requests By Mail.** Requesting an advance by mail.

**Requests in Person.** Requesting a credit advance in person at any of our authorized locations.

**Online Banking.** Online Banking Transfer.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advanced to the other.

**Limitation on All Access Devices.** You may not use any access device, whether described above or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Borrower Initials: \_\_\_\_\_

**19. Preferred Rate Reduction.** The **ANNUAL PERCENTAGE RATE** under this Credit Line Agreement may include preferred rate reductions. If any of the preferred rate reductions are terminated, the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** may increase. The preferred rate reductions are subject to the following provisions:

**Reduction Percentage: 0.25%**

**Description of Event That Would Cause the Preferred Rate Reduction to Terminate.**

Termination of Employment

**How The New Rate Will be Determined Upon Termination of the Preferred Rate Reduction.**

The Interest Rate for this loan will increase by .25%.

Borrower Initials: \_\_\_\_\_



## FEES AND CHARGES

Subject to limits of Applicable Law, you agree to pay the following fees, charges and closing costs pursuant to this Agreement:

**Late Fees.** On any payment not received within 10 days of the due date, a fee of 5.000% of my overdue payment of principal and interest but not more than \$25.00

**Annual Fee.** A fee of \$ N/A for each year of the draw period.

**Overlimit Fee.** A fee of \$ 20.00 for each Advance which causes your Account Balance to exceed your Credit Limit.

**Return Payment Fee.** A fee of \$ 25.00 for each check or negotiable instrument we receive in payment for your account, which is returned unpaid for any reason.

**Stop Payment Fee.** A fee of \$ 32.23 for each stop payment request made on a draft drawn directly on this Account. If I request a stop payment on any check, I must clearly identify my Account and agree to indemnify and hold the Lender harmless from any and all loss, cost, damage, or expense (including attorneys' fees) incurred by the Lender as a result of, or in connection with, such request.

MIN INIT ADV

### ADDITIONAL CLOSING CHARGES

ITEM	AMOUNT	POC	PAID BY
<b>FINANCE CHARGES</b>			
Flood Determination Fee	22.00	.00	Borrower
Tax Service Fee	73.00	.00	Borrower
Electronic Document Delivery Fee	8.50	.00	Borrower
OTHER CHARGES:			
Appraisal Fee	75.00	.00	Borrower
Appraisal Fee	375.00	.00	Lender
Credit Report	88.70	.00	Borrower
Title - Lenders Policy	175.00	.00	Borrower
Recording Fees	30.00	.00	Borrower
Recording Fees	30.00	.00	Borrower

Subtotal of Estimated Fees and Costs: \$ 877.20

Borrower Initials: \_\_\_\_\_

You agree to the terms and conditions contained in this Agreement and you acknowledge receipt of a completed copy of this Agreement.

WITNESS: ACCEPTED AND AGREED TO:

---

Borrower David Michael Neeley Date

## LATE FEE ADDENDUM TO PROMISSORY NOTE

Property Address: 12278 DICKINSON ROAD  
WHITE PIGEON, MICHIGAN 49099-8115

**THIS LATE FEE ADDENDUM** ("ADDENDUM") is made this 10th day of June, 2024 and is incorporated into and intended to form a part of the Promissory Note (the "Note") dated the same date as the Addendum executed by the undersigned and payable to FIRST STATE BANK OF MIDDLEBURY, A STATE BANK (the "Lender").

**THIS ADDENDUM** supersedes and replaces Section 7 (A) of the Note. This Addendum does not supersede, replace or revise any other Section of the Note.

### 7 . **BORROWER'S FAILURE TO PAY AS REQUIRED**

#### (A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment but not more than \$25.00

I will pay this late charge promptly but only once on each late payment.

---

Borrower David Michael Neeley

Date

# HAZARD INSURANCE AUTHORIZATION AND REQUIREMENTS

Loan Number: 0001946474

Date: June 10, 2024

Escrow Number: 4034-248313

Escrow Company: First State Bank of Middlebury

Provided By: FIRST STATE BANK OF MIDDLEBURY (NMLS # 410789)

Borrower's Name(s): David Michael Neeley

Property Address: 12278 DICKINSON ROAD  
WHITE PIGEON, MICHIGAN 49099-8115

Listed below are Lender's policies and procedures, and minimum requirements, for the Hazard Insurance which must be provided covering the subject property.

1. Coverage must equal the lesser of the following:
  - 100% of the insurable value of the improvements, as established by the property insurer, or
  - the unpaid principal balance of the mortgage, as long as it at least equals the minimum amount - 80% of the insurable value of the improvements - required to compensate for damage or loss on a replacement cost basis. If it does not, then coverage that does provide the minimum required amount must be obtained.
2. The insurance company providing coverage must have an "A" rating or better in the latest edition of "Best's Insurance Guide," must be licensed to do business in the State in which the property is located, and must be licensed to transact the lines of insurance required in this transaction.
3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties with over four units, with no deviation. Homeowners policies must provide coverage equal to "HO2" form.
4. Policies must contain deductibles on any peril. Deductibles may not exceed **five percent** of the face amount of the insurance policy.
5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable unless otherwise required by applicable law.
6. If any existing policy is provided which will expire within 6 Months from the date of the recording of this loan, said policy must be renewed for the required term as noted in paragraph 5 above.
7. All forms and endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of policy.
8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) has/have changed Insurance Agents.

9. Verification of renewal of insurance policies must be in Lender's office at least thirty days prior to the expiration date of the policy. If this requirement is not met, **LENDER AND ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT THE OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED.** The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.
10. Lender's loss Payable Endorsement 438 BFU to be affixed to policy in favor of:  
FIRST STATE BANK OF MIDDLEBURY  
ISAOA  
P.O. BOX 69  
MIDDLEBURY, INDIANA 46540  
Loan Number: 0001946474
11. The property address and the insured's names must be designated on the policy exactly as on the ALTA Title Policy or CLTA Title Policy (whichever is issued).
12. The Lender's loan number must appear on the policy and on any subsequent endorsements.
13. The effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording of this loan.
14. Please notify your agent to forward future premium notices directly to you.
15. If the security property is a condominium, the Master Policy must contain a minimum of \$1,000,000.00 coverage for "Directors & Officers" liability. A copy of the Master Policy, or a certificate showing proof of coverage for both the Homeowners Association and the condominium unit owner, must be submitted to Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS, MUST BE FORWARDED TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED; OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and or any assignees, for as long as this loan remains on the subject property.

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Borrower David Michael Neeley

Date

## OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared David Michael Neeley

(the "Borrower"),

who upon being duly sworn on oath, certified as follows:

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to FIRST STATE BANK OF MIDDLEBURY

(the "Lender"),

and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 12278 DICKINSON ROAD, WHITE PIGEON, MICHIGAN 49099-8115

(the "Property").

2. **Occupancy:** [check one box only]

**Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

**Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

3. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

4. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

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Borrower David Michael Neeley Date

State of INDIANA

County of Lagrange

Subscribed and sworn to by David Michael Neeley

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

before me on the 10th day of June 2024

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

(Seal)

Notary Public, State of Indiana,  
County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_



**MORTGAGE**  
**THIS AGREEMENT SECURES AN OPEN-END, REVOLVING**  
**HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.**

**THIS IS A FUTURE ADVANCE MORTGAGE:**  
**THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE SECURED BY THIS FUTURE ADVANCE**  
**MORTGAGE, EXCLUDING PROTECTIVE ADVANCES, IS** \$30,000.00

**DEFINITIONS**

(A) "**Security Instrument**" means this document, which is dated June 10, 2024, together with all Riders to this document.

(B) "**Borrower**" is David Michael Neeley

the party or parties who have signed this Security Instrument.

Borrower's address is 12278 DICKINSON ROAD, WHITE PIGEON, MICHIGAN 49099-8115

Borrower is the Mortgagor under this Security Instrument.

(C) "**Lender**" is FIRST STATE BANK OF MIDDLEBURY

Lender is a STATE BANK organized

and existing under the laws of INDIANA

Lender's address is 111 S MAIN STREET, P.O. BOX 69, MIDDLEBURY, INDIANA 46540

Lender is the Mortgagee under this Security Instrument.

(D) "**Agreement**" means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) "**Account**" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(F) "**Credit Limit**" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$30,000.00

Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance

Borrower Initials: \_\_\_\_\_

charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**(G) "Account Balance"** is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

**(H) "Maturity Date"** is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on June 20, 2044.

**(I) "Property"** means the Property that is described below under the heading "Transfer of Rights in the Property."

**(J) "Secured Debt"** means:

- (1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

**(K) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> 1-4 Family  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Escrow Rider             |
| <input type="checkbox"/> Second Home   | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input checked="" type="checkbox"/> Other(s) MANUFACTURED HOME RIDER, AFFIXATION AFFIDAVIT |   |   |

**(L) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(M) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(N) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(O) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(P) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

Borrower Initials: \_\_\_\_\_

**(Q) "Approved Prior Loan"** means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Secured Debt, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the

County of St. Joseph :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.  
A.P.N.: 75-003-033-010-02

which currently has the address of 12278 DICKINSON ROAD  
[Street]  
WHITE PIGEON MICHIGAN 490998115 ("Property Address"):  
[City] [State] [Zip Code]

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 seised 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.

**ADVANCES.** During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which

Borrower Initials: \_\_\_\_\_

additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

**3. Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

**4. Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this

Borrower Initials: \_\_\_\_\_

Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires 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 Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken

Borrower Initials: \_\_\_\_\_

promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Home Equity Line of Credit Application Process; Default.** Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower Initials: \_\_\_\_\_

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

The Lender may, at its option, take lesser actions than those described in Section 9. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any Secured Debt secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

Borrower Initials: \_\_\_\_\_

payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Secured Debt secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower Initials: \_\_\_\_\_



Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

**14. Agreement/Account Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund

Borrower Initials: \_\_\_\_\_

reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Agreement and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower Initials: \_\_\_\_\_

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the Secured Debt secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Change of Servicer; Notice of Grievance.** The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an

Borrower Initials: \_\_\_\_\_

"Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 15. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. 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.

Borrower Initials: \_\_\_\_\_

**24. Dower and Homestead.** If Borrower is married and is the sole owner of the Property that is described in this Security Instrument which Property serves as security for the Agreement. Borrower acknowledges that he/she has informed his/her spouse of dower and homestead rights, and the necessity of executing a waiver in connection therewith. Borrower further acknowledges that such waiver has been presented to his/her spouse and has been executed concurrently with this Security Instrument.

**THIS REVOLVING LINE OF CREDIT MORTGAGE, UNDER WHICH ADVANCES, PAYMENTS AND READVANCES ARE MADE, AND WHICH STATES THE MAXIMUM AMOUNT WHICH MAY BE SECURED AT ANY ONE TIME IS EFFECTIVE AS NOTICE TO ALL PARTIES THAT THE MORTGAGE IS FILED AND REGISTERED AS TO ALL ADVANCES AND READVANCES, REGARDLESS OF THE TIME OR AMOUNT OF THE ADVANCES, AND WHETHER OR NOT THE ADVANCES ARE OBLIGATORY.**

**MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION  
\_\_\_\_\_ THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO \_\_\_\_\_  
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

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.

\_\_\_\_\_(Seal)  
David Michael Neeley -Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

[Space Below This Line For Acknowledgment]

State of INDIANA

County of Lagrange

Acknowledged by David Michael Neeley

before me on the 10th day of June 2024 .

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

(Seal)

Notary Public, State of Indiana,  
County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

This Instrument Was Prepared By: **LANCE T. WEIRICH**  
111 S MAIN STREET, P.O. BOX 69  
MIDDLEBURY, INDIANA 46540

After Recording Return To: **FIRST STATE BANK OF MIDDLEBURY**  
111 S MAIN STREET, P.O. BOX 69  
MIDDLEBURY, INDIANA 46540

# MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME RIDER is made this 10th day of June, 2024, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to FIRST STATE BANK OF MIDDLEBURY, A STATE BANK (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

12278 DICKINSON ROAD, WHITE PIGEON, MICHIGAN 49099-8115

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1.  **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: Fleetwood Homes of Indiana, Inc      Model: INFLW55B05710BJ13      Serial Number: INFLW55A05710BJ13

Year Built: 1998      Length and Width:

No Certificate of Title has been issued       Certificate of Title No.

2.  **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make:      Model:      Serial Number:

Year Built:      Length and Width:

No Certificate of Title has been issued       Certificate of Title No.

**3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.**

If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

**4. SECURITY AGREEMENT AND FINANCING STATEMENT.**

This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**5. RESPONSIBILITY FOR IMPROVEMENTS.**

Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

Borrower Initials: \_\_\_\_\_



**6. INVALID PROVISIONS.** If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

\_\_\_\_\_(Seal)  
David Michael Neeley -Borrower

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*(Attached to and becoming a part of document)*

## **EXHIBIT A**

Land situated in the County of St. Joseph, State of Michigan, is described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 7 South, Range 12 West, described as follows:

Commencing at the South Quarter corner of Section 33 and running thence North 89 degrees 55 minutes West, along the South line of said Section, 962.33 feet to the Point of Beginning of this Description; thence North 89 degrees 55 minutes West, along said Section line, 194.75 feet; thence North 00 degrees 05 minutes East, at right angles to said Section line, 209.18 feet; thence South 89 degrees 55 minutes East 194.62 feet; thence South 00 degrees 05 minutes West 209.18 feet to the point of beginning, in St. Joseph County, Township of Constantine, State of Michigan.

**NOTICE CONCERNING THE FURNISHING  
OF NEGATIVE INFORMATION TO  
CONSUMER REPORTING AGENCY**

Lender: FIRST STATE BANK OF MIDDLEBURY (NMLS # 410789)

Borrower: David Michael Neeley

Property Address: 12278 DICKINSON ROAD  
WHITE PIGEON, MICHIGAN 49099-8115

**WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT  
TO CREDIT BUREAUS.**

**LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR  
ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

By signing below, the undersigned hereby acknowledge(s) receipt of a copy of this disclosure.

\_\_\_\_\_  
Borrower David Michael Neeley

\_\_\_\_\_  
Date





# STATEMENT OF NON-RESCISSION

The undersigned certify that they entered into a transaction on June 10, 2024 with FIRST STATE BANK OF MIDDLEBURY

and they were given two copies of the Notice of Right to Cancel, as required under the provisions of Truth in Lending Act.

Whereas more than 3 business days have elapsed since the undersigned received the above and foregoing NOTICE OF RIGHT TO CANCEL and other Truth-in-Lending disclosures concerning this transaction; in order to induce the Lender(s) to proceed with full performance under the agreement in question; the undersigned do herewith warrant, covenant and certify that they have not exercised their right to rescind; that they do not wish to and will not rescind said transaction; and that they do hereby ratify and confirm the same in all respects. They further represent that the undersigned are the only persons entitled to rescind, in that they are all of the owners of the real property securing said obligation.

NOTE: EACH Borrower/Owner must sign.

Borrower David Michael Neeley	6/14/24	Borrower	Date
-------------------------------	---------	----------	------

Borrower	Date	Borrower	Date
----------	------	----------	------

Borrower	Date	Borrower	Date
----------	------	----------	------

# COMPLIANCE AGREEMENT

Loan Number: 0001946474

Seller(s): N/A

Lender: FIRST STATE BANK OF MIDDLEBURY (NMLS # 410789)

Borrower(s): David Michael Neeley

Property Address: 12278 DICKINSON ROAD, WHITE PIGEON, MICHIGAN 49099-8115

The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to, an investor, Fannie Mae, Freddie Mac, Federal Housing Administration, the Department of Veterans Affairs or any municipal bonding authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by Lender or Closing Agent for Lender within 30 days from the date of mailing said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses, for failing to comply with correction requests in such 30 day time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender or its interest in and to said loan documentation.

Dated effective June 10, 2024.

---

David Michael Neeley

State of INDIANA

County of Lagrange

Subscribed and sworn to by David Michael Neeley

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

before me on the 10th day of June 2024

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

(Seal)

Notary Public, State of Indiana,  
County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_



## FIRST STATE BANK OF MIDDLEBURY PAYMENT CREDITING POLICY

### GENERAL POLICY

Loan Payments are received from customers in various forms, including in-person teller transactions, through the mail, at the night depository, at the ATM machine, through Online banking, through Telephone banking, through the First State Bank website quick-links, or from an Electronic ACH or Wire transfer file. It is the policy of First State Bank to post and give customer credit for loan payments on the same day that a payment is received during normal Business Hours of a normal Business Day.

### BUSINESS DAY

Monday - Friday (excluding Holidays). Saturday and Sunday are considered a Non-Business Day.

### BUSINESS HOURS

Middlebury Office

Monday - Thursday 8:30 A.M. - 4:30 P.M.  
Friday 8:30 A.M. - 5:30 P.M.

Goshen Office

Monday - Thursday 8:30 A.M. - 4:30 P.M.  
Friday 8:30 A.M. - 5:30 P.M.

Goshen-Greencroft Office

Monday - Friday 9:00 A.M. - 3:00 P.M.

Elkhart-Cobblestone Office

Monday - Thursday 8:30 A.M. - 4:30 P.M.  
Friday 8:30 A.M. - 5:30 P.M.

Elkhart-Riverwalk Office

Monday - Thursday 8:30 A.M. - 5:00 P.M.  
Friday 8:30 A.M. - 5:30 P.M.

Mishawaka - Edison Lakes Office

Monday - Friday 8:30 A.M. - 5:00 P.M.

South Bend - Cleveland Office

Monday - Friday 8:30 A.M. - 5:00 P.M.

### EXTENDED HOURS

Loan Payments received in person at a teller window on a Saturday (which is considered a Non-Business Day) will be posted and credited to the customer's account the next Business Day.

Extended Banking Hours are available on normal Business Days through Online Banking and Telephone Banking until 8:00 P.M. All loan payment transaction transmitted through Online Banking or Telephone Banking prior to 8:00 P.M. on a normal Business Day will be posted and credit to the customer on the same day.

### PAYMENT APPLICATION

Payments made to your First State Bank loan account will be applied in the manner prescribed in your promissory note or loan agreement with First State Bank. On most loans, payments made in excess of your monthly billed amount will be applied as a principal reduction. On fixed rate mortgage loans, payments made in excess of your monthly billed amount will be held in suspense until a full payment is made, and then applied to your loan as a principal reduction.

Member FDIC ■ Equal Housing Lender

If you make extra payments on your loan, you are still required to make a payment every month. Extra payments do not necessarily move the due date ahead more than one month.

Payments made more than once a month will be applied as follows, in most cases: any monthly escrow amount will be paid first, with the next portion of the payment going towards interest billed or due to date of payment. Additional amounts will go towards principal. Lines of credit function differently than most loans, and you should refer to your promissory note or loan agreement for further details on the payment application.

### **INFORMATION REQUESTS**

If you need information regarding your loan with First State Bank of Middlebury, please contact First State Bank customer service at 1-800-511-1802. If you would like information regarding your loan in writing, please forward a written request to the address below, and you will receive information regarding your request, subject to applicable law, within 25 days:

First State Bank of Middlebury  
Attn: Loan Operations  
111 S. Main St./P.O. Box 69  
Middlebury, IN 46540-0069

### **ERROR RESOLUTION NOTICE**

If you believe that a payment was made in error or applied incorrectly to your account, please contact First State Bank customer service at 1-800-511-1802. If you require further investigation, please forward your response in writing to the address below, and you will receive a response to our investigation within 25 days:

First State Bank of Middlebury  
Attn: Loan Operations  
111 S. Main St./P.O. Box 69  
Middlebury, IN 46540-0069

Member FDIC ■ Equal Housing Lender

# AUTHORIZED CREDIT ACCOUNT SIGNATURES

Borrower Name(s): David Michael Neeley

Account Number: 0001946474

Date Signed: June 10, 2024

Address: 12278 DICKINSON ROAD  
WHITE PIGEON, MICHIGAN  
49099-8115

Credit Line Amount: \$30,000.00

Lender Name: FIRST STATE BANK OF MIDDLEBURY

Address: P.O. BOX 69  
MIDDLEBURY, INDIANA 46540

*With their signatures below, the borrower(s) hereby are approved as designated check signer(s), in connection with their Home Equity Line Security Agreement with Lender. Checks will be honored when signed by any one or all of the designated signers. If borrower(s) are in default under their Home Equity Line Agreement with Lender, Lender may request that any unused checks be returned.*

**USE BLACK INK    DESIGNATED CHECK SIGNERS**

\_\_\_\_\_  
David Michael Neeley

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## AUTOMATIC TRANSFER AUTHORIZATION

As used in this authorization, "we" and "us" mean the owners of the accounts identified below. "You" and "yours" mean the depository institution named below.

We authorize and direct you to make the following transfer of funds:

AMOUNT TO BE TRANSFERRED: \$ \_\_\_\_\_

FREQUENCY:  Weekly  Monthly  Other: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ TERMINATION DATE: \_\_\_\_\_

FROM ACCOUNT NO.: _____ CUSTOMER NAME: _____ _____	TYPE: <input type="checkbox"/> SAVINGS <input type="checkbox"/> CHECKING <input type="checkbox"/> _____
TO ACCOUNT NO.: _____ CUSTOMER NAME: _____ _____	TYPE: <input type="checkbox"/> SAVINGS <input type="checkbox"/> CHECKING <input type="checkbox"/> MTG. <input type="checkbox"/> INST. LOAN <input type="checkbox"/> CLUB ACCT. <input type="checkbox"/> SAFE DEP. <input type="checkbox"/> _____

These accounts remain subject to their individual terms and conditions, which are not modified by this authorization. If a transfer is made from a savings account, you retain the right to require not less than 7 days written notice of withdrawal. If no termination date is specified above, this authorization will remain in effect until terminated by any one of us. You may terminate this authorization by giving us 15 days written notice at the address stated below. Notice to any one of us is notice to all of us.

\_\_\_\_\_  
 Signature Date

David Michael Neeley  
 \_\_\_\_\_  
 Name

Accepted by: \_\_\_\_\_

First State Bank of Middlebury  
 P.O. Box 69 - 111 S. Main St.  
 Middlebury, IN 46540-0069



# AUTHORIZATION AGREEMENT DIRECT PAYMENTS (ACH DEBITS)

Date: \_\_\_\_\_

I/We do hereby authorize **First State Bank of Middlebury, Middlebury, Indiana** to originate debit entries to my/our account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to debit the same such account. Said ACH Debit entries shall be done on a \_\_\_\_\_ basis beginning \_\_\_\_\_ and shall be in the amount of \$ \_\_\_\_\_. Proceeds shall be applied to (circle one): Loan/Checking/Savings

Account #: \_\_\_\_\_ at the **First State Bank of Middlebury**.

\_\_\_\_\_  
(Financial Institution Name) (Branch)

\_\_\_\_\_  
(Address) (City/State) (Zip)

\_\_\_\_\_  
(Routing Number) (Account Number) Account Type:  Checking  Savings

This authority is to remain in full force and effect until **First State Bank of Middlebury** has received written notification from me (or either of us) of its termination in such time and manner as to afford **First State Bank of Middlebury** and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

David Michael Neeley  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

316-60-9574  
Social Security #

\_\_\_\_\_  
Social Security #

Prepared by: \_\_\_\_\_

**For Notary Information, if not signed in person.**

# HOME EQUITY LINE OF CREDIT DISBURSEMENT STATEMENT

Loan No.: 0001946474

Date: June 10, 2024

Disbursement Date: June 14, 2024

Provided By: FIRST STATE BANK OF MIDDLEBURY

Borrower(s): David Michael Neeley

Property Address: 12278 DICKINSON ROAD  
WHITE PIGEON, MICHIGAN 49099-8115

Borrower requests the following disbursements and/or advances as indicated below. If any estimated amount shown below varies from the actual paid (as of the date of closing), the Borrower agrees to the actual amount and, if applicable, the corresponding change to the advance shown below. Borrower agrees that any disbursement and/or advance is made under Borrower's Home Equity Line Security Agreement (Note).

	<b>Initial Advance</b>	<b>\$</b>	
To: _____	\$	_____	
To: _____	\$	_____	
To: _____	\$	_____	
To: _____	\$	_____	
To: _____	\$	_____	

## LOAN FEES AND CHARGES PAYABLE AT CLOSING

<u>Charge</u>	<u>Paid By</u>	<u>Amount</u>
Appraisal Fee	Borrower	75.00
Appraisal Fee	Lender	375.00
Credit Report	Borrower	88.70
Flood Determination Fee	Borrower	22.00
Tax Service Fee	Borrower	73.00
Electronic Document Delivery Fee	Borrower	8.50
Title - Lenders Policy	Borrower	175.00
Recording Fees	Borrower	30.00
Recording Fees	Borrower	30.00

**Total Fees and Charges Due From Borrower at Closing:** \$ 502.20

Items as paid by a party other than the borrower are shown for information purposes and are not included in the totals.

If you have questions about the disbursements listed on this form, please contact your lender.

---

Borrower David Michael Neeley Date

**FACTS**
**WHAT DOES FIRST STATE BANK DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include, but is not limited to: <ul style="list-style-type: none"> <li>▪ Social Security number and income information</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history and credit scores</li> </ul>
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First State Bank chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does First State Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	Call: Toll-Free at (800) 511-1802 or Local at (574) 825-2166 Visit us online: <a href="http://www.bfirst.bank/resources/privacy-policy">www.bfirst.bank/resources/privacy-policy</a> Direct any questions to: First State Bank Attn: Information Security Officer P.O. Box 69 Middlebury, IN 46540  <b>Please note:</b> If you are a new client, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our client, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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<b>Questions?</b>	Call toll free at (800) 511-1802, call local at (574) 825-2166, or go to <a href="http://www.bfirst.bank">www.bfirst.bank</a>
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Who we are	
Who is providing this notice?	First State Bank 111 S. Main Street Middlebury, IN 46540
What we do	
How does First State Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include industry standard physical, electronic and procedural security safeguards to protect the personally identifiable information that you have provided to us from loss, misuse or unauthorized alterations.
How does First State Bank collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>▪ Open an account or deposit money</li> <li>▪ Pay your bills or apply for a loan</li> <li>▪ Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account, unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>Our affiliate is First State Insurance Agency.</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>First State Bank does not share with non-affiliated companies so they can market to you.</i></li> </ul>
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ <i>First State Bank does not jointly market.</i></li> </ul>

# SIGNATURE AFFIDAVIT AND AKA STATEMENT

## SIGNATURE AFFIDAVIT

I, David Michael Neeley  
certify that this is my true and correct signature:

David Michael Neeley  
Borrower

\_\_\_\_\_  
Sample Signature

## AKA STATEMENT

I, David Michael Neeley  
further certify that I am also known as:

David M Neeley  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

David Neeley  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

State of INDIANA

County of Lagrange

Subscribed and sworn to by David Michael Neeley

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

before me on the 10th day of June 2024

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

(Seal)

Notary Public, State of Indiana,  
County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

# NEGATIVE BALANCE PROTECTION APPLICATION AND AGREEMENT

## PURPOSE

This program is offered ONLY to protect customers from the occasional overdraft by transferring funds from another bank account to their checking account. If in the opinion of the bank, a customer is misusing this service, the bank reserves the right to cancel this service upon written notification to the customer.

## TERMS

1. When the checking account CURRENT balance falls below zero, funds will be transferred in \$ 500.00 multiples from the HELOC to bring the checking account back to a positive balance.
2. A \$ 5.00 transfer fee will be assessed to the Primary Checking Account for EACH transfer. This fee may change from time to time with 30 days prior notice.
3. Transfers will appear on the monthly statement. NO OTHER NOTICE WILL BE SENT.
4. The transfer will not occur if it would overdraw the Reserve Account.
5. The bank is not responsible for any adverse consequences of having made a transfer per this agreement.
6. This agreement may only be cancelled in writing.

TRANSFER TO: PRIMARY ACCT. TYPE : Checking  
 TRANSFER FROM: 1946474 TRANSFER ACCT. TYPE: HELOC  
 CUSTOMER NAME: David Michael Neeley

I/We hereby apply for Negative Balance Protection on my/our checking account, and do hereby agree to the terms and conditions outlined on this form and as may be amended in writing, from time to time governing the operation of Negative Balance Protection.

\_\_\_\_\_  
 Signature Date  
 David Michael Neeley  
 Please Print

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Please Print

\_\_\_\_\_  
 Signature Date  
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 Signature Date  
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 Please Print

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Please Print

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Bank Representative: \_\_\_\_\_ Date: \_\_\_\_\_ BR# \_\_\_\_\_

### BANK USE ONLY

Date Rcvd.: \_\_\_\_\_

Input by: \_\_\_\_\_

# FCI

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)**

OMB No. 1660-0040  
Expires 09/30/2023

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS ATTN: Miller, Stacy  SORT CODE: 077-001 Mortgage Loan Department First State Bank of Middlebury P.O. Box 69 Middlebury, IN 46540  Branch Location:		2. COLLATERAL DESCRIPTION ( <i>Building/Mobile Home/Property</i> ) PROPERTY ADDRESS AND PARCEL NUMBER (See Instructions for more information.) FCI # 3032185 DAVID MICHAEL NEELEY 12278 DICKINSON ROAD WHITE PIGEON, MI 49099 75-003-033-010-02
3. LENDER ID. NO. 08745-9	4. LOAN IDENTIFIER 1946474	5. AMOUNT OF FLOOD INSURANCE REQUIRED

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name <b>CONSTANTINE TWP</b>	2. County(ies) <b>St. Joseph</b>	3. State <b>MI</b>	4. NFIP Community Number <b>261114</b>
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") <b>26149C0300D</b>	2. NFIP Map Panel Effective/ Revised Date <b>6/4/2010</b>	3. Is there a Letter of Map Change (LOMC) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (If yes, & LOMC date/no. is available, enter date & case no. below.) Date Case No.	4. Flood Zone <b>X</b>	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

1.  Federal Flood insurance is available (community participates in NFIP).  Regular Program  Emergency Program of NFIP  
2.  Federal Flood insurance is not available because community is not participating in the NFIP  
3.  Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.  
CBRA/OPA designation date: \_\_\_\_\_

D. DETERMINATION

**IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?**  YES  NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.

If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

E. COMMENTS (Optional): **This certification is transferable and is monitored for FIRM changes for the Life-of-Loan.**

CENSUS DATA (*Optional Service*): State: 26 County: 149 MSA: none Census Tract: 0411.01

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map. This flood determination is provided solely for the use and benefit of the entity named in Section I, Box 1 in order to comply with the lender requirements of the NFIP and may not be used or relied upon by any other entity or individual for any purpose, including, but not limited to, deciding whether to purchase a property or determining the value of a property.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER ( <i>If other than Lender</i> ) Floodplain Consultants Incorporated 690 W Northfield Dr Ste 400 Brownsburg, Indiana 46112-7504 Ph 317/858-4420 Fax 317/858-4421	DATE OF DETERMINATION May 14, 2024
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**NOTICE TO BORROWER OF PROPERTY NOT IN  
SPECIAL FLOOD HAZARD AREA**

The Flood Disaster Protection Act of 1973 and/or the National Flood Insurance Reform Act of 1994 mandate that all federal instrumentalities or lenders that service loans for the Federal National Mortgage Association and Federal Home Loan Mortgage Corp. require borrowers whose loans are secured by improved real estate or a mobile home that are or will be located in an area designated by the Director of the Federal Emergency Management Agency as in a Special Flood Hazard Area to purchase flood insurance.

Special Flood Hazard Areas are areas delineated on the Flood Insurance Rate Map (FIRM) or, if the FIRM is unavailable, on the Flood Hazard Boundary Map (FHBM) of a given community. These areas have a 1% chance of being flooded within any given year. The risk of exceeding the 1% chance increases with time periods longer than one year. For example, during the life of a 30-year mortgage, a structure located in a Special Flood Hazard Area has a 26 percent chance of being flooded.

A review of the applicable FIRM or FHBM on which the improved real estate or mobile home securing the address described below is located, shows that on the date printed below, the security for the subject property is NOT located in a Special Flood Hazard Area and flood insurance is not required at this time. Please note, the risk of flooding in this area is only reduced, not removed.

If, during the term of your loan, the subject property is identified as being in a Special Flood Hazard Area, you will be required to purchase and maintain flood insurance at your expense. Upon notice, and after failure to comply, flood insurance will be force placed at your expense.

Property Address:           12278 DICKINSON ROAD  
  WHITE PIGEON, MI 49099

Determination Date:       5/14/2024

Signature of Lender:       \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Borrower:    \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Borrower:    \_\_\_\_\_ Date: \_\_\_\_\_

Name of Borrower: DAVID MICHAEL NEELEY

Do not sign this form unless all applicable lines have been completed.

Request may be rejected if the form is incomplete or illegible.

For more information about Form 4506-C, visit [www.irs.gov](http://www.irs.gov) and search IVES.

<b>1a. Current name</b>			<b>2a. Spouse's current name</b> (if joint return and transcripts are requested for both taxpayers)		
i. First name <b>David</b>	ii. Middle initial <b>M</b>	iii. Last name/BMF company name <b>Neeley</b>	i. Spouse's first name	ii. Middle initial	iii. Spouse's last name
<b>1b. First taxpayer identification number</b> (see instructions) <b>316-60-9574</b>			<b>2b. Spouse's taxpayer identification number</b> (if joint return and transcripts are requested for both taxpayers)		
<b>1c. Previous name shown on the last return filed if different from line 1a</b>			<b>2c. Spouse's previous name shown on the last return filed if different from line 2a</b>		
i. First name	ii. Middle initial	iii. Last name	i. First name	ii. Middle initial	iii. Last name
<b>3. Current address</b> (including apt., room, or suite no.), city, state, and ZIP code (see instructions)					
<b>a. Street address</b> (including apt., room, or suite no.) <b>12278 Dickinson Road</b>		<b>b. City</b> <b>WHITE PIGEON</b>	<b>c. State</b> <b>MI</b>	<b>d. ZIP code</b> <b>49099-8115</b>	
<b>4. Previous address shown on the last return filed if different from line 3</b> (see instructions)					
<b>a. Street address</b> (including apt., room, or suite no.)		<b>b. City</b>	<b>c. State</b>	<b>d. ZIP code</b>	
<b>5a. IVES participant name, ID number, SOR mailbox ID, and address</b>					
<b>i. IVES participant name</b> <b>FIRST STATE BANK OF MIDDLEBURY C/O DataVerify</b>		<b>ii. IVES participant ID number</b>	<b>iii. SOR mailbox ID</b>		
<b>iv. Street address</b> (including apt., room, or suite no.) <b>250 E. Broad St. Suite 2100</b>		<b>v. City</b> <b>Columbus</b>	<b>vi. State</b> <b>OH</b>	<b>vii. ZIP code</b> <b>43215</b>	
<b>5b. Customer file number</b> (if applicable) (see instructions) <b>0001946474</b>		<b>5c. Unique identifier</b> (if applicable) (see instructions)			
<b>5d. Client name, telephone number, and address</b> (this field cannot be blank or not applicable (NA))					
<b>i. Client name</b> <b>FIRST STATE BANK OF MIDDLEBURY</b>				<b>ii. Telephone number</b> <b>(574) 825-2166</b>	
<b>iii. Street address</b> (including apt., room, or suite no.) <b>P.O. BOX 69</b>		<b>iv. City</b> <b>MIDDLEBURY</b>	<b>v. State</b> <b>IN</b>	<b>vi. ZIP code</b> <b>46540</b>	
<b>Caution:</b> This tax transcript is being sent to the third party entered on Line 5a and/or 5d. Ensure that lines 5 through 8 are completed before signing. (see instructions)					
<b>6. Transcript requested.</b> Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request for line 6 transcripts <b>1040</b>					
<b>a. Return Transcript</b> <input checked="" type="checkbox"/>		<b>b. Account Transcript</b> <input type="checkbox"/>		<b>c. Record of Account</b> <input type="checkbox"/>	
<b>7. Wage and Income transcript</b> (W-2, 1098-E, 1099-G, etc.) <input type="checkbox"/>					
<b>a.</b> Enter a max of three form numbers here; if no entry is made, all forms will be sent.					
<b>b.</b> Mark the checkbox for taxpayer(s) requesting the wage and income transcripts. If no box is checked, transcripts will be provided for all listed taxpayers					
Line 1a <input type="checkbox"/>		Line 2a <input type="checkbox"/>			
<b>8. Year or period requested.</b> Enter the ending date of the tax year or period using the mm dd yyyy format (see instructions) <b>12 / 31 / 2023</b> <b>12 / 31 / 2022</b> /      /      /      /					
<b>Caution:</b> Do not sign this form unless all applicable lines have been completed.					
<b>Signature of taxpayer(s).</b> I declare that I am either the taxpayer whose name is shown on line 1a or, if applicable, line 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign; however, if both spouses' names and TINs are listed in lines 1a-1b and 2a-2b, both spouses must sign the request. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-C on behalf of the taxpayer. <b>Note:</b> This form must be received by IRS within 120 days of the signature date.					
<input type="checkbox"/> <b>Signatory attests that he/she has read the above attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-C. See instructions.</b>					
<b>Sign Here</b>	<b>Signature for Line 1a</b> (see instructions)		Date	Phone number of taxpayer on line 1a or 2a <b>(574) 338-0641</b>	
	<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative		<input type="checkbox"/> Signatory confirms document was electronically signed		
	<b>Print/Type name</b> <b>David Michael Neeley</b>				
	<b>Title</b> (if line 1a above is a corporation, partnership, estate, or trust)				
	<b>Spouse's signature</b> (required if listed on Line 2a)			Date	
	<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative		<input type="checkbox"/> Signatory confirms document was electronically signed		
<b>Print/Type name</b>					

# Instructions for Form 4506-C, IVES Request for Transcript of Tax Return

Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506-C and its instructions, go to [www.irs.gov](http://www.irs.gov) and search IVES. Information about any recent developments affecting Form 4506-C (such as legislation enacted after we released it) will be posted on that page.

**What's New.** Form 4506-C includes the Client company requesting transcripts and increased the number of Wage and Income transcripts requests.

## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Designated Recipient Notification.** Section 6103(c) limits disclosure and use of return information received pursuant to the taxpayer's consent and holds the recipient subject to penalties for any unauthorized access, other use, or redisclosure without the taxpayer's express permission or request.

**Taxpayer Notification.** Section 6103(c) limits disclosure and use of return information provided pursuant to your consent and holds the recipient subject to penalties, brought by private right of action, for any unauthorized access, other use, or redisclosure without your express permission or request.

**Purpose of form.** Use Form 4506-C to request tax return information through an authorized IVES participant. You will designate an IVES participant to receive the information on line 5a.

**Note:** If you are unsure of which type of transcript you need, check with the party requesting your tax information.

**Where to file.** The IVES participant will fax Form 4506-C with the approved IVES cover sheet to their assigned Service Center.

## Chart for ordering transcripts

If your assigned Service Center is:	Fax the requests with the approved coversheet to:
Austin Submission Processing Center	Austin IVES Team 844-249-6238
Kansas City Submission Processing Center	Kansas City IVES Team 844-249-8128
Ogden Submission Processing Center	Ogden IVES Team 844-249-8129

## Specific Instructions

**Line 1a/2a** (if spouse is also requested). For IMF Requests: Enter the First, Middle Initial, and Last Name in the indicated fields. If all characters will not fit, please enter up to 12 for First name and 22 for Last name. For BMF Requests: Enter the company name in the Last Name field. If all characters will not fit, please enter up to 22.

**Line 1b/2b** (if spouse is also requested). Enter the social security number (SSN) or individual taxpayer identification number (ITIN) for the individual listed on line 1a including the dashes in the correct format, or enter the employer identification number (EIN) for the business listed on line 1a including the dashes in the correct format.

**Line 1c/2c** (if spouse is also requested). Enter your previous name as shown on your last filed tax return if different than line 1a.

**Line 3.** Enter your current address in the indicated fields. If you use a P.O. Box, include it and the number in the Current Address field.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address, or Form 8822-B, Change of Address or Responsible Party — Business, with Form 4506-C.

**Line 5b.** Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

**Line 5c.** Enter up to 10 alpha-numeric characters to create a unique identifier that will show in the mailbox file information. The unique identifier cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

**Note.** If you use an SSN, we will not input the information and the customer file number or unique identifier will reflect a generic entry of "9999999999".

**Line 5d.** Enter the Client company name, address, and phone number in the indicated fields. A Client company receives the requested tax transcripts from the IVES participant. If the IVES participant is also the Client company, the IVES participant information should be entered on Line 5a and 5d. These fields cannot be blank or Not Applicable (NA).

**Line 6.** Enter only one tax form number (1040, 1065, 1120, etc.) per request for all line 6 transcripts request types.

**Line 6a.** Return Transcript includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-H, Form 1120-L, and Form 1120-S. Return transcripts are available for the current year and returns processed during the prior 3 processing years.

**Line 6b.** Account Transcript contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns.

**Line 6c.** Record of Account provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years.

**Line 7.** The IRS can provide a transcript that includes data from these information returns: Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. Enter up to three information return types. If no specific type is requested, all forms will be provided. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, Form W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need Form W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213.

**Line 8.** Enter the end date of the tax year or period requested in mm dd yyyy format. This may be a calendar year, fiscal year or quarter. Enter each quarter requested for quarterly returns. Example: Enter 12 31 2018 for a calendar year 2018 Form 1040 transcript.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed if unchecked.

**Signature and date.** Form 4506-C must be signed and dated by the taxpayer listed on line 1a and, if listed, 2a. The IRS must receive Form 4506-C within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines, including lines 5a through 8, are completed before signing.

**Authorized Representative:** A representative can sign Form 4506-C for a taxpayer if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5a, and Form 2848 is attached to the Form 4506-C request. If you are Heir at Law, Next of Kin, or Beneficiary, you must be able to establish a material interest in the estate or trust. If Form 4506-C is signed by a representative, the Authorized Representative check box must be marked.

**Electronic Signature:** Only IVES participants that opt in to the Electronic Signature usage can accept electronic signatures. Contact the IVES participant for approval and guidance for electronic signatures. If the Form 4506-C is signed electronically, the Electronic Signature check box must be marked.

**Individuals.** Transcripts listed on line 6 may be furnished to either spouse if jointly filed. Signatures are required for all taxpayers listed on Line 1a and 2a.

**Corporations.** Generally, Form 4506-C can be signed by:

(1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-C but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-C can be signed by any person who was a member of the partnership during any part of the tax period requested on line 8.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-C will vary depending on individual circumstances. The estimated average time is:

**Learning about the law or the form** . . . . . 10 min.  
**Preparing the form** . . . . . 12 min.  
**Copying, assembling, and sending the form to the IRS** . . . . . 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-C simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
 Tax Forms and Publications Division  
 1111 Constitution Ave. NW, IR-6526  
 Washington, DC 20224

Do not send the form to this address. Instead, see Where to file on this page.



FIRST STATE BANK OF MIDDLEBURY, 111 S MAIN STREET, P.O. BOX 69, MIDDLEBURY, INDIANA 46540

Loan Number: 0001946474  
(To be recorded with Security Instrument)

## AFFIXATION AFFIDAVIT REGARDING MANUFACTURED (AND FACTORY BUILT) HOME

The State of MICHIGAN )

County of St. Joseph )

Before me, the undersigned authority, on this day personally appeared David Michael Neeley

(Borrower(s)) and FIRST STATE BANK OF MIDDLEBURY

known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/or her oath state as follows:

### DESCRIPTION OF MANUFACTURED HOME

Used 1998 Fleetwood Homes of Indiana, Inc  
New/Used Year Manufacturer's Name

INFLW55B05710BJ13 INFLW55A05710BJ13  
Model Name or Model No. Manufacturer's Serial No. Length x Width

RAD1140735 / RAD1140736  
HUD Label Number(s): Certificate of Title Number:

### MANUFACTURED HOME LOCATION

12278 DICKINSON ROAD St. Joseph  
Street County

WHITE PIGEON MICHIGAN 490998115  
City State Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The Manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/we will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc. and the formaldehyde health notice.

\_\_\_\_\_  
Borrower David Michael Neeley                      Date

In Witness Whereof, Borrower(s) and Lender has executed this Affidavit in my presence and in the presence of undersigned witnesses on this                      day of                      .

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF INDIANA

COUNTY OF Lagrange

The foregoing instrument was acknowledged before me this 10th day of June 2024,

by David Michael Neeley

\_\_\_\_\_

\_\_\_\_\_ ,

who is personally known to me or who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_



---

*(Attached to and becoming a part of document)*

## **EXHIBIT A**

Land situated in the County of St. Joseph, State of Michigan, is described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 7 South, Range 12 West, described as follows:

Commencing at the South Quarter corner of Section 33 and running thence North 89 degrees 55 minutes West, along the South line of said Section, 962.33 feet to the Point of Beginning of this Description; thence North 89 degrees 55 minutes West, along said Section line, 194.75 feet; thence North 00 degrees 05 minutes East, at right angles to said Section line, 209.18 feet; thence South 89 degrees 55 minutes East 194.62 feet; thence South 00 degrees 05 minutes West 209.18 feet to the point of beginning, in St. Joseph County, Township of Constantine, State of Michigan.

# MICHIGAN INSURANCE DISCLOSURE

Loan Number: 0001946474

Date: June 10, 2024

"We," "us," or "our" means FIRST STATE BANK OF MIDDLEBURY

"You" or "your" means each applicant who signs below.

As a condition of loan closing, we require hazard insurance meeting certain conditions. We also require title insurance protecting our interest. For an additional premium, you may obtain title insurance to protect your interest as the owner. An owner's title insurance policy is not required to close the loan. If the property securing the loan is in a special flood hazard area, as defined under the Federal Flood Disaster Protection Act of 1973, as amended, flood insurance also may be required as a condition of loan closing. In certain circumstances, we also may require you to obtain private mortgage insurance in connection with your loan.

In accordance with Michigan law (MCL 500.1243), you are not required to purchase any policy or contract of insurance through a particular agent, agency, or with a particular insurer. You also are not required to purchase any insurance product from us or any of our affiliates as a condition of the loan. The purchase of any insurance product from us or any of our affiliates is optional and will not in any way affect current or future credit decisions.

Notwithstanding the above, we retain the right to approve or disapprove for reasonable cause the insurer selected by you.

## ACKNOWLEDGMENT OF RECEIPT

You acknowledge that you read, understood and received a copy of this disclosure.

---

Borrower David Michael Neeley Date



**ALTA SHORT FORM RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e. of the policy form incorporated below:**


Issuing Agent: Metropolitan Title of Indiana, LLC  
Issuing Office: 830 Parkway Ave., Suite B, Elkhart, IN 46516  
Issuing Office's ALTA® Registry ID:  
Loan ID Number: 1946474  
Issuing Office File Number: 4034-248313  
Property Address: 12278 Dickinson Road, White Pigeon , MI 49099

Subject to the Exceptions below, and in any Addendum attached, First American Title Insurance Company, a Nebraska Corporation, (the "Company"), insures as of the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, as provided by and subject to the terms, Exclusions from Coverage and Conditions set forth in the American Land Title Association Residential Limited Coverage Junior Loan Policy (4-2-22), all of which are incorporated by reference. All references to the Schedule refer to the Schedule in this policy.

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any Addendum to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 251 E. Ohio Street, Suite 200, Indianapolis, IN 46204. Phone: (317)684-7556.**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary





## SCHEDULE

Name and Address of Title Insurance Company:

First American Title Insurance Company, 251 E. Ohio Street, Suite 200, Indianapolis, IN 46204

Policy No. 248313

Premium: \$

Amount of Insurance: \$30,000.00

Date of Policy: 05/13/2024 at 7:30 a.m.

1. The Insured is:

First State Bank of Middlebury, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear

2. Grantee:

David Michael Neeley

3. The Land referred to in this policy is described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 7 South, Range 12 West, described as follows:

Commencing at the South Quarter corner of Section 33 and running thence North 89 degrees 55 minutes West, along the South line of said Section, 962.33 feet to the Point of Beginning of this Description; thence North 89 degrees 55 minutes West, along said Section line, 194.75 feet; thence North 00 degrees 05 minutes East, at right angles to said Section line, 209.18 feet; thence South 89 degrees 55 minutes East 194.62 feet; thence South 00 degrees 05 minutes West 209.18 feet to the point of beginning, in St. Joseph County, Township of Constantine, State of Michigan.



## EXCEPTIONS

**Some historical land records contain discriminatory covenants that are illegal and unenforceable by law. If a document identified as an Exception or otherwise referred to in this policy contains a provision that, under applicable law, illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, then that illegal provision is repudiated and not published or republished.**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) resulting from the following matters:

2023 Summer Taxes in the amount of \$694.99 are Paid

2023 Winter Taxes in the amount of \$1,163.50 are Paid

Tax Parcel Identification:

Property Address: 12278 Dickinson Road

Tax Parcel No.: 03-033-010-02

2023 State Equalized Value: \$101,500.00

2023 Taxable Value: \$66,054.00

Principal Residence Exemption, as of past December 31: 100%

Special Assessments: n/a

School District: Constantine

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If the Land is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

NOTE: The State of Michigan, Department of Treasury, has informed the Assessors & Equalization Directors for the local taxing units, that the INFLATION RATE MULTIPLIER for 2023, as set forth in MCL 211.34d, is required to be calculated by the local taxing units using 105% of the 2022 taxable value. Tax prorations performed using the 2022 taxable value without adding the required INFLATION RATE MULTIPLIER prior to the release of the certified tax bills for 2023 will be under calculated. Please contact the local taxing unit with any questions.

Note: We find no judgments against the current owners and/or the proposed insured owners, if any, which do or will constitute liens on the subject property, unless noted above. Parties searched as husband and wife and not individually if the title is held or will be held as husband and wife.

### Metropolitan Title of Indiana, LLC

By:



\_\_\_\_\_  
Authorized Signatory

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The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy:** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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*(Attached to and becoming a part of document)*

**EXHIBIT A**

Land situated in the County of St. Joseph, State of Michigan, is described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 7 South, Range 12 West, described as follows:

Commencing at the South Quarter corner of Section 33 and running thence North 89 degrees 55 minutes West, along the South line of said Section, 962.33 feet to the Point of Beginning of this Description; thence North 89 degrees 55 minutes West, along said Section line, 194.75 feet; thence North 00 degrees 05 minutes East, at right angles to said Section line, 209.18 feet; thence South 89 degrees 55 minutes East 194.62 feet; thence South 00 degrees 05 minutes West 209.18 feet to the point of beginning, in St. Joseph County, Township of Constantine, State of Michigan.

File Number: 4034-248313



# METROPOLITAN TITLE

*Metropolitan Title of Indiana, LLC*  
830 Parkway Ave, Suite B  
Elkhart, IN 46516  
Phone: (574)293-9111 / Fax: (574)293-3428

**PR:** INDNOR

**Ofc:** 4034 (10828)

## Invoice

**To:** First State Bank of Middlebury  
111 S. Main St., P.O. Box 69  
Middlebury, IN 46540

**Invoice No.:** 10828 - 403415971

**Date:** 05/14/2024

**Our File No.:** 4034-248313

**Title Officer:**

**Escrow Officer:**

**Customer ID:** 52939

**Attention:** Jon Miller

**Liability Amounts**

**Lender 1:** \$30,000.00

**Your Ref.:** 1946474

**RE: Property:**  
12278 Dickinson Road , White Pigeon , MI 49099

**Buyers:** David Michael Neeley

**Sellers:**

Description of Charge	Invoice Amount
Mortgage Premium - JLP	\$175.00

**INVOICE TOTAL** **\$175.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:  
Attention: Accounts Receivable Department*