

2000905793

Mortgage With Future Advance Clause

The date of this Mortgage ("Security Instrument") is January 24, 2024.

Mortgagor

Robert F. Batz aka RFB, as Trustee of The 08110412
Living Trust dated April 9, 2013
9746 Rambling Rose Ln
Saint John, IN 46373

Lender

Navy Federal Credit Union
Organized and existing under the laws of the United States
820 Follin Lane
Vienna, VA 22180

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:

LOT 27 IN ROSEWOOD ESTATES PHASE 1, AN ADDITION TO THE TOWN OF ST. JOHN AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 89 PAGE 23 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BEING THE SAME PARCEL CONVEYED TO RFR THE TRUSTEE OF THE 08110412 LIVING TRUST DATED APRIL 9, 2013 FROM JEFFREY SMEDLEY AND ROSEANN SMEDLEY, HUSBAND AND WIFE, BY VIRTUE OF A DEED DATED 05/20/2013, RECORDED 06/03/2013, IN INSTRUMENT NO. 2013040366, COUNTY OF LAKE, STATE OF INDIANA.

The property is located in Lake County at 9746 Rambling Rose Ln, Saint John, IN 46373.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$89,000.00. This limitation of amount does not include interest and other fees and charges validly

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made pursuant to this Security Instrument. Also, this limitation does not apply to 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.

3. Secured Debt. The term "Secured Debt" is defined as follows:

- (A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, refinancings, modifications or substitutions.

The credit agreement signed by Robert F. Batz aka RFB, as Trustee of The 08110412 Living Trust dated April 9, 2013 (the "Borrower") and dated the same date as this Security Instrument (the "Note"). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed Eighty nine thousand and 00/100 Dollars (U.S. \$89,000.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than February 1, 2064.

- (B) All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
- (C) All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. Limitations on Cross-Collateralization. The Security Instrument is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices. The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (*Regulation X*) that are required for loans secured by the Property or if, as a result, the other debt would become subject to 10 U.S.C. 987 (the "Military Lending Act").

The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (*Regulation Z*) that are required for loans secured by the Property.

5. Mortgage Covenants. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

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Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Assignment of Leases and Rents. Mortgagor irrevocably grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor acknowledges that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives notice of default, Mortgagor agrees that either Lender or Mortgagor may notify the tenants and demand that all future Rents be paid directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with

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condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagor with the appropriate public officials.

6. Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. Due on Sale. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

8. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

9. Default. Mortgagor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if

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more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

10. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

11. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

12. Environmental Laws and Hazardous Substances. As used in this section, (1) "Environmental Law" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

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(D)Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

14. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

15. Severability; Interpretation. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

16. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

17. Waivers. Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to redemption, reinstatement, and the marshalling of liens and assets. Mortgagor waives all rights of valuation and appraisal.

18. Line of Credit. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

19. Applicable Law. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

20. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

Assignment of Leases and Rents Other: Inter Vivos Revocable Trust Rider; Option to Convert to a Fixed Equity Loan Rider; Escrow Rider

21. Additional Terms. _____

Signatures

By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

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Signed, sealed and delivered:

Mortgagor

Robert F. Batz aka RFB, Trustee 01-24-2024
 Robert F. Batz aka RFB, Trustee of the Date
 08110412 Living Trust, under trust instrument Seal
 dated April 9, 2013

Settlor

Robert F/Batz aka RFB 01-24-2024
 Robert F/Batz aka RFB Date
 Seal

Acknowledgment

State of Indiana

County of Lake

This record was acknowledged before me on JANUARY 24, 2024 by
 Robert F Batz AKA RFB as individual and as trustee for
 08110412 Living Trust _____, under trust
 instrument dated April 9, 2013 on behalf of the Trust.

This notarial act was completed:

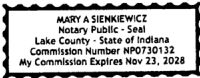
- In Person
- In Person Electronic
- I certify that the attached or associated electronic record entitled

and dated _____ was acknowledged and signed by the
 principal _____ who was located in this city
 _____, county _____, state or
 province _____, and country _____ and who appeared
 by audio visual communication on this date, was notarized by me, the remote notary public, on this date
 _____ in this city _____ and county
 _____, Indiana.

Mary A. Sienkiewicz

- Notary Public
- Remote Notary Public

MARY A Sienkiewicz
 Notary Public Name



County commissioned in:

LAKE

My Commission Expires:

NOVEMBER 23, 2028

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This instrument was prepared by: Bryan Prescott
820 Follin Lane
Vienna, VA 22180

Mail Tax Statements To: CoreLogic
1 CoreLogic Drive
Attn Client Services DFW-B4-F3
Westlake, TX 76262

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Bryan Prescott

Bryan Prescott

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OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER

THIS OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER is made this 24th of January 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Home Equity Line Truth-in-Lending and Agreement to Navy Federal Credit Union ("Lender") covering the Property described in the Security Instrument and located at:

9746 Rambling Rose Ln, Saint John, IN 46373

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. OPTION TO CONVERT TO A FIXED EQUITY LOAN

The Home Equity Truth-in-Lending and Agreement provides for the option for Borrower to convert to a fixed equity loan as follows:


- I. **OPTION TO CONVERT TO A FIXED EQUITY LOAN** Borrower has agreed to pay according to the loan terms as listed in the Home Equity Line Truth-in-Lending and Agreement. However, unless Borrower is in default or this addendum will not permit it, Borrower has the option to convert their Home Equity Line to the rate and terms of a Fixed Equity Loan. Certain conditions must be met prior to exercising the Option to Convert. Those conditions are: (i) Borrower must give the Lender notice that they want to convert; (ii) at time of conversion Borrower must not be in default, in the Promotional Rate Period or in a Repayment Period under the Home Equity Line Truth-in-Lending and Agreement or the Security Instrument and the loan must be greater than six months old; (iii) by a date specified by the Lender, Borrower must pay the Lender a conversion fee of U.S. \$150; (iv) Borrower must sign and give the Lender any documents the Lender requires to effect the conversion, and (v) the loan must meet other loan qualifications as set forth by the Lender. The rate and terms will be those in effect for the 6 to 20 year Fixed Equity Loan, based on the loans original loan-to-value, at the time the Option to Convert is exercised. Upon Borrower exercising the Option to Convert, the Lender will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal. Borrower is expected to owe upon the conversion in full on the Maturity Date at the new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment. Beginning the Borrower's first monthly payment after the Option to Convert has been exercised; Borrower will pay the new amount as the monthly payment until the Maturity Date.

THIS RIDER DOES NOT CONSTITUTE YOUR NOTICE TO CONVERT. THIS IS NOT A MODIFICATION AGREEMENT.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Option to Convert to a Fixed Equity Loan Rider.

Borrower

 aka RFB, Trustee 01-24-2024

Robert F. Batz aka RFB


Date

Trustee of the 08110412 Living Trust,
under trust instrument dated April 9,
2013

Seal

By signing below, the undersigned, Settlor(s) of the 08110412 Living Trust under trust instrument dated April 9, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Settlor

 aka RFB 01-24-2024

Robert F. Batz aka RFB

Date

Seal

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Escrow Rider

This Escrow Rider is made this 24th day of January 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (Security Instrument) of the same date given by Robert F Batz (Grantor/Mortgagor) to secure the Borrower's Home Equity Line Truth-in-Lending and Agreement to Navy Federal Credit Union (Lender) covering the property described in the Security Instrument and located at:

9746 Rambling Rose Ln, Saint John, IN 46373 (Property)

I. COVENANTS

Grantor/Mortgagor and Lender covenant and agree to the following provisions and the following shall not replace or be in conflict with any other provisions in the Security Instrument on the same or similar item but shall be in addition to and clarify such provisions:

1. Grantor/Mortgagor shall pay all taxes, assessments, liens, encumbrances, charges, fines, leasehold payments or ground rents on the Property, if any, Homeowners or Community Association dues, fees, and assessments, and impositions attributable to the Property which can attain priority over the Security Instrument.
2. **Claims Against Title:** Grantor/Mortgagor shall promptly discharge any lien which has priority over the Security Instrument unless Grantor/Mortgagor: (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 Grantor/Mortgagor 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 the Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over the Security Instrument, Lender may give Grantor/Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor/Mortgagor shall satisfy the lien or take one or more of the actions set forth in paragraph 1 of this section.
3. Lender may require Grantor/Mortgagor to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.
4. **Insurance:** If Grantor/Mortgagor fails to maintain any of the coverages described in the Security Instrument, Lender may, at Lender's option and Grantor/Mortgagor's expense, obtain insurance coverage to protect Lender's rights in the Property according to the terms of the Security Instrument. With the exception of certain federal and investor requirements, Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but may or may not protect Grantor/Mortgagor, Grantor/Mortgagor'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. Grantor/Mortgagor acknowledges that the cost of the insurance coverage obtained might significantly exceed the cost of insurance that Grantor/Mortgagor previously had in place or could have obtained. Any amounts disbursed by Lender under this section (paragraph 4) shall become additional debt of Grantor/Mortgagor secured by the Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor/Mortgagor requesting payment. Lender shall have the right to hold the policies and renewal certificates.

In the event of loss and during any repair and/or restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may at Lender's discretion and sole determination 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 Grantor/Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor/Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of the Grantor/Mortgagor. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Grantor/Mortgagor. Such insurance proceeds shall be applied in the order provided for in the Note or Security Instrument.

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If Grantor/Mortgagor abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters in Lender's sole discretion. If Grantor/Mortgagor 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 on the date of the notice given to Grantor/Mortgagor. In either event, or if Lender acquires the Property or otherwise, Grantor/ Mortgagor hereby assigns to Lender (a) Grantor/ Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or the Security Instrument, and (b) any other of Grantor/Mortgagor's rights (other than the right to any refund of unearned premiums paid by Grantor/Mortgagor) 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 Note or the Security Instrument, whether or not then due.

Lender may require Grantor/Mortgagor 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 might reasonably affect such determination or certification. Grantor/Mortgagor 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 Grantor/Mortgagor.

II. ESCROW

The ESCROW FOR TAXES AND INSURANCE section is revised to read as follows:

As provided in this separate agreement, Grantor/Mortgagor and Lender covenant and agree that Grantor/Mortgagor shall:

1. At least annually, provide proof of insurance coverages and payment of property taxes for the Property within 30 days of a request by Lender. Lender will be permitted to create an escrow account upon the occurrence of any of the following events (i) Grantor/Mortgagor fails to provide to Lender acceptable evidence of property tax payments for the Property, (ii) the receipt by Lender of delinquent tax bills for the Property or insurance cancellation notices for coverages protecting the Property, or (iii) in the event Grantor/Mortgagor is in default of any terms of the loan or Security Instrument. In the event that Lender exercises Lender's right to establish an escrow account for taxes and insurance, the escrow account will be established as set forth below.
2. Grantor/Mortgagor shall pay to Lender a sum to provide for payment of amounts due for: (a) yearly taxes and assessments and other items on the Property which can attain priority over the Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; and (c) yearly premiums for any and all insurance required by Lender, including but not limited to hazard and flood insurance, as applicable. These items are called "Escrow Items." At any time during the term of the Loan, Lender may require that Homeowner's or Community Association Dues, Fees, and Assessments, if any, be escrowed by Grantor/Mortgagor, and such dues, fees, and assessments shall be an Escrow Item. The amount Grantor/Mortgagor pays to Lender for the Escrow Items will be referred to as the "Funds".
3. Grantor/Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this section. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender may require for a federally related mortgage loan under RESPA, as amended. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law. Grantor/Mortgagor shall then be obligated to pay to Lender any such amount.
4. Grantor/Mortgagor shall make the payment of the Funds for the Escrow Items on the day that Periodic Payments are normally due under the Note, until the Note is paid in full and the credit line is closed. Grantor/Mortgagor shall pay those amounts to Lender unless Lender tells Grantor/Mortgagor, in writing, that Grantor/Mortgagor does not have to do so, or unless otherwise required by law.
5. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Grantor/Mortgagor for holding and applying the Funds, annually analyzing the escrow account,


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or verifying the Escrow Items, unless Lender pays Grantor/Mortgagor interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Grantor/Mortgagor any interest or earnings on the Funds. Lender shall give to Grantor/Mortgagor, without charge, an annual accounting of the Funds as required by RESPA, which will include all additions to and deductions from the Funds as well as the reason for each deduction.

- If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Grantor/Mortgagor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Grantor/Mortgagor in writing or as required by RESPA, and Grantor/Mortgagor shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA. Grantor/Mortgagor shall pay to Lender the amount necessary to make up the deficiency in no more than 12 monthly payments, subject to and in accordance with RESPA and other considerations.
- If by reason or any default under the Security Instrument, Lender declares all Secured Debt due and payable, Lender may apply any Funds toward the payment of the Secured Debt. Upon payment in full of all sums secured by this Security Instrument and when the credit line is closed, Lender shall promptly refund to Grantor/Mortgagor any Funds held by Lender.

By signing below, Grantor/Mortgagor accepts and agrees to the terms and provisions contained in this Escrow Rider.


Borrower

 ATA RFB, Trustee 01-24-2024
Date

Seal
Robert F. Batz aka RFB
Trustee of the 08110412 Living Trust,
under trust instrument dated April 9,
2013

By signing below, the undersigned, Settlor(s) of the 08110412 Living Trust under trust instrument dated April 9, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Settlor

 ATA RFB 01-24-2024
Date
Seal

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Inter Vivos Revocable Trust Rider

Definitions Used in this Rider.

- (A) **"Revocable Trust."** The 08110412 Living Trust created under trust instrument dated April 9, 2013.
- (B) **"Revocable Trust Trustee(s)."** Robert F Batz, trustee(s) of the Revocable Trust.
- (C) **"Revocable Trust Settlor(s)."** Robert F Batz, settlor(s), grantor(s), or trustor(s) of the Revocable Trust.
- (D) **"Lender."** Navy Federal Credit Union, A Corporation
- (E) **"Security Instrument."** The *Deed of Trust, Mortgage or Security Deed* and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).
- (F) **"Property."** The property described in the Security Instrument and located at: 9746 Rambling Rose Ln, Saint John, IN 46373 [Property Address].

THIS INTER VIVOS REVOCABLE TRUST RIDER is made January 24, 2024, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. Inter Vivos Revocable Trust.

- 1. Certification and Warranties of Revocable Trust Trustee(s).** The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of Indiana; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of Indiana; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST. The Revocable

Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale,

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transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. Additional Borrower(s). The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

C. Transfer of the Property or a Beneficial Interest in the Revocable Trust. The Revocable Trust Party/ Parties acknowledge and agree that the prohibitions and covenants of the Transfer of the Property or a Beneficial Interest in Borrower section in the Security Instrument expressly includes but is not limited to a sale, transfer, assignment or other disposition of any beneficial interest in the Living Trust.

Signatures

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Trustee

 AKA RFB, Trustee 01-24-2024
Robert F. Batz aka RFB, Trustee of the Date
08110412 Living Trust, under trust Seal
instrument dated April 9, 2013

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Inter Vivos Revocable Trust Rider and agrees to be bound thereby.

Settlers

 AKA RFB 01-24-2024
Robert F. Batz aka RFB Date
Seal

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*[This page immediately follows the appropriate acknowledgments and recording information.
This page was intentionally left blank to conform to the local "last-page" recording requirements.]*

[End of Document]

Property of Lake County Recorder