



LIEN SEARCH PRODUCT COVER SHEET

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-FFSB-00776	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	TRACY L BAKER AND SHERRY L BAKER		
PROPERTY ADDRESS:	5885 E STATION RD		
CITY, STATE AND COUNTY:	ROANOKE, INDIANA (IN) AND HUNTINGTON		

SEARCH INFORMATION

SEARCH DATE:	09/05/2024	EFFECTIVE DATE:	09/03/2024
NAME(S) SEARCHED:	TRACY BAKER, SHERRY BAKER AND ELSIE BAKER		
ADDRESS/PARCEL SEARCHED:	5885 E STATION RD, ROANOKE, IN 46750 / 35-01-25-100-002.300-006		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

TRACY L. BAKER AND SHERRY L. BAKER, HUSBAND AND WIFE
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COMMENTS:	
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VESTING DEED

DEED TYPE:	DEED OF PERSONAL REPRESENTATIVE	GRANTOR:	SHIRLEY A. WALL, AS PERSONAL REPRESENTATIVES OF THE ESTATE OF ELSIE G. BAKER, DECEASED
DATED DATE:	09/15/1997	GRANTEE:	TRACY L. BAKER AND SHERRY L. BAKER, HUSBAND AND WIFE
BOOK/PAGE:	262/152	RECORDED DATE:	09/22/1997
INSTRUMENT NO:	188686		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2023	TAX YEAR:	2023
TAX AMOUNT:	\$544.53	TAX AMOUNT:	\$544.53
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$450,000.00
DATED DATE:	02/09/2024	RECORDED DATE	02/20/2024
INSTRUMENT NO:	2024000716	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	TRACY L BAKER AND SHERRY L BAKER, HUSBAND AND WIFE		
LENDER:	FIRST FEDERAL SAVINGS BANK.		
TRUSTEE:	N/A		

COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$50,000.00
DATED DATE:	04/02/2024	RECORDED DATE	04/08/2024
INSTRUMENT NO:	2024001332	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	TRACY L BAKER AND SHERRY L BAKER, HUSBAND AND WIFE		
LENDER:	FIRST FEDERAL SAVINGS BANK		
TRUSTEE:	N/A		
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE (OPEN END CREDIT – FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE)	AMOUNT:	\$10,000.00
DATED DATE:	04/12/2024	RECORDED DATE	04/17/2024
INSTRUMENT NO:	2024001532	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	TRACY L BAKER AND SHERRY L BAKER, HUSBAND AND WIFE		
LENDER:	FIRST FEDERAL SAVINGS BANK		
TRUSTEE:	N/A		
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF ROANOKE		
ADDITIONAL NOTES			
LEGAL TAKEN FROM MORTGAGE.			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN HUNTINGTON COUNTY, INDIANA</p> <p>PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TEN (10) EAST, HUNTINGTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:</p> <p>COMMENCING AT AN IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 21' 31" EAST (ADJOINER'S DEED BEARING AND USED AS THE BASIS FOR BEARINGS), ON AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1810.93 FEET TO A RAILROAD SPIKE FOUND AT THE POINT OF INTERSECTION WITH THE CENTER LINE OF STATION ROAD, SAID POINT OF INTERSECTION BEING SITUATED SOUTH 00° 21' 31" WEST, A DISTANCE OF 801.97 FEET FROM AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88° 59' 34" EAST, ON AND ALONG THE CENTERLINE OF SAID STATION ROAD, A DISTANCE OF 1323.04 FEET TO A K. NAIL FOUND AT THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88° 59' 34" EAST, ON AND ALONG THE CENTERLINE OF SAID STATION ROAD, A DISTANCE OF 676.64 FEET TO A P. K. NAIL; THENCE SOUTH 03° 42' 00" WEST, A DISTANCE OF 644.94 FEET TO AN IRON PIN ON THE NORTH LINE OF A CERTAIN 2.950 ACRE TRACT OF LAND LEASED TO CENTENNIAL WIRELESS, AS RECORDED IN MISCELLANEOUS RECORD 93, PAGE 563, OF THE RECORDS OF HUNTINGTON COUNTY, INDIANA; THENCE NORTH 89° 39' 15" WEST, ON AND ALONG THE NORTH LINE OF SAID 2.950 ACRE TRACT, A DISTANCE OF 237.48 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 2.950 ACRE TRACT; THENCE NORTH 89° 36' 50" WEST, A DISTANCE OF 401.54 FEET TO AN IRON PIN; THENCE NORTH 00° 21' 31" EAST, A DISTANCE OF 651.3 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 9.782 ACRES OF LAND, MORE OR LESS.</p> <p>ALSO:</p> <p>PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TEN (10) EAST, HUNTINGTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:</p>			

COMMENCING AT AN IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 21' 31" EAST (ADJOINER'S DEED BEARING AND USED AS THE BASIS FOR BEARINGS), ON AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1810.93 FEET TO A RAILROAD SPIKE FOUND AT THE POINT OF INTERSECTION WITH THE CENTERLINE OF STATION ROAD, SAID POINT OF INTERSECTION BEING SITUATED SOUTH 00° 21' 31" WEST, A DISTANCE OF 801.97 FEET FROM AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88° 59' 34" EAST, ON AND ALONG THE CENTERLINE OF SAID STATION ROAD, A DISTANCE OF 2024.71 FEET TO A PK NAIL SET AT THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88° 59' 34" EAST, ON AND ALONG THE CENTERLINE OF SAID STATION ROAD, A DISTANCE OF 23.51 FEET TO AN IRON PIN FOUND; THENCE NORTH 04° 36' 06" EAST, ON AND ALONG THE CENTERLINE OF SAID STATION ROAD, A DISTANCE OF 840.68 FEET TO AN IRON PIN FOUND AT THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" EAST, ON AND ALONG SAID NORTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF STATION ROAD, A DISTANCE OF 492.73 FEET TO A PK NAIL FOUND AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 00' 41" WEST, ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2635.02 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 30' 55" WEST, ON AND ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 510.23 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING SITUATED SOUTH 89° 30' 55" EAST, A DISTANCE OF 2108.75 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 20' 45" EAST, A DISTANCE OF 1149.13 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF A CERTAIN 2.950 ACRE TRACT OF LAND LEASED TO CENTENNIAL WIRELESS, AS RECORDED IN MISCELLANEOUS RECORD 93, PAGE 563, OF THE RECORDS OF HUNTINGTON COUNTY, INDIANA; THENCE NORTH 89° 39' 15" WEST ON AND ALONG THE NORTH LINE OF SAID 2.950 ACRE TRACT, A DISTANCE OF 121.48 FEET TO A WOOD POST FOUND; THENCE NORTH 03° 42' 00" EAST, A DISTANCE OF 644.65 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 32.450 ACRES OF LAND, MORE OR LESS.

Huntington County, IN

Property Record Card (Assessor)

[35-01-25-100-002.300-006 \(PDF\)](#)

Property Taxes are Due May 10th, 2024.

If you are late, please call the County Treasurer's office 260-358-4860 for the penalty amount.

Tax Sale payments are not allowed Online. Payments for Tax Sale must be paid by Certified funds (Bank check or cash).

Online Tax Payment

Fees for online payments are charged by the credit card company. These fees are not sent to the County.

Pay taxes online

2023 Pay 2024 Tax Statements (Treasurer)

[35-01-25-100-002.300-006 \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing.
This statement does not update with payments or corrections.

Property has 2022 Pay 2023 deduction filed: YES [See Deductions below](#)

Summary (Assessor)



Parcel Number 35-01-25-100-002.300-006
Tax ID 004-00023-00
Neighborhood 3506541-006 - JACKSON TWP MH
Property Address 5885 E STATION RD
ROANOKE IN 46783
Legal Description 004-00023-00 PT NE SEC 25 32.450 AC & 9.782 AC
(Note: Not to be used on legal documents.)
Acreage 42.232
Class 103 - Dairy Farm
Tax District JACKSON TOWNSHIP
AlternateNumber

Owner (Auditor)

BAKER, TRACY L & SHERRY L
5885 E Station Rd
Roanoke IN 46783-9166

Land (Assessor)

Land Type	Soil	Actual Front	Acreage	Effect. Depth
82 - PUBLIC ROAD/ROW	EE	0	0.7000	0
9rr		0	1.0000	0
5 - NONTILLABLE LAND	BCB2	0	20.4110	0
5 - NONTILLABLE LAND	EE	0	2.6600	0
5 - NONTILLABLE LAND	MCA	0	2.2670	0
5 - NONTILLABLE LAND	MXE2	0	4.3200	0
5 - NONTILLABLE LAND	MZD3	0	5.3200	0
5 - NONTILLABLE LAND	HEG	0	2.5640	0
71 - FARM BUILDINGS	BCB2	0	0.8300	0
71 - FARM BUILDINGS	MXC2	0	0.8300	0
72 - FARM POND	BCB2	0	1.3300	0

Residential Dwellings (Assessor)

Type	Single-Family R 01
Year Built	1998
Effective Year Built	1998
Stories	1
Finished Rooms	7
Bedrooms	3
Full Baths	2
Half Baths	0
Primary Heating	Central Warm Air
Bath Fixtures	6
Fireplace	False
Frame	3/6 Masonry
Porch Type	
Porch Area	
Patio Deck Type	Wood Deck (160)
Patio Deck Area	160

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers; the Treasurer's Office for question related to property taxes due; or the Assessor's Office for information on assessed values.

Improvements (Assessor)

Building	Actual Year Built	Effective Year Built	Condition	Grade	Building Area	Extended Use
Car Shed R 01	2018	2018	A	D	320	
Single-Family R 01	1998	1998	A	D+2	1,632	
Barn, Pole (T3) R 01	1900	1900	P	D	1,505	
Barn, Bank & Flat (T2) R 01	1900	1900	P	D	2,128	
Lean-To R 01	1900	1900	P	D	1,050	
Barn, Pole (T3) R 01	1900	1900	F	D	2,016	
Lean-To R 01	1900	1900	F	D	672	
Car Shed R 01	2017	2017	A	C	1,260	

Valuation (Assessor)

Assessment Year	2024	2023	2022	2021	2020
Land	\$47,100.00	\$42,300.00	\$37,400.00	\$31,200.00	\$31,100.00
Improvements	\$103,800.00	\$106,800.00	\$109,100.00	\$99,100.00	\$90,200.00
Total	\$150,900.00	\$149,100.00	\$146,500.00	\$130,300.00	\$121,300.00

Deductions (Auditor)

Tax Year	Deduction Type	Amount
2023 Pay 2024	Supplemental Homestead	\$27,960.00
2023 Pay 2024	Standard Homestead	\$48,000.00
2022 Pay 2023	Supplemental Homestead	\$22,960.00
2022 Pay 2023	Standard Homestead	\$45,000.00
2021 Pay 2022	Supplemental Homestead	\$18,935.00
2021 Pay 2022	Standard Homestead	\$45,000.00
2020 Pay 2021	Supplemental Homestead	\$15,820.00
2020 Pay 2021	Standard Homestead	\$45,000.00

Tax History (Treasurer)

Detail:

Tax Year	Current Spring Tax	Fees	Penalty	Delinquent	Delinquent Fee	Spring Tax Due	Current Fall Tax	Drainage/Liens	Fees	Fall Tax Due	Total Balance	Current Due
2023 Pay 2024	\$544.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$544.53	\$0.00	\$0.00	\$544.53	\$544.53	\$544.53

Tax History - Historic (Treasurer)

Delinquent payments made after the Fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year

Detail:				
Tax Year	Type	Category	Description	Amount
2022 Pay 2023	Property Tax Detail	Penalty	1st Installment Penalty	\$56.56
2022 Pay 2023	Property Tax Detail	Penalty	Additional 5% Penalty	\$26.37
2022 Pay 2023	Property Tax Detail	Penalty	LY 2nd Installment Penalty	\$26.37
2022 Pay 2023	Property Tax Detail	Tax	1st Installment Tax	\$565.57
2022 Pay 2023	Property Tax Detail	Tax	Last Year 2nd Installment Tax	\$527.30
2022 Pay 2023	Special Assessment Detail	Penalty	REBECCA KNIGHT 1st Installment Penalty	\$1.31
2022 Pay 2023	Special Assessment Detail	Tax	REBECCA KNIGHT 1st Installment Tax	\$13.09
2022 Pay 2023	Property Tax Detail	Tax	2nd Installment Tax	\$565.57
2022 Pay 2023	Special Assessment Detail	Tax	REBECCA KNIGHT 2nd Installment Tax	\$0.00
2021 Pay 2022	Property Tax Detail	Tax	1st Installment Tax	\$527.30
2021 Pay 2022	Property Tax Detail	Penalty	2nd Installment Penalty	\$26.37
2021 Pay 2022	Property Tax Detail	Tax	2nd Installment Tax	\$527.30
2020 Pay 2021	Property Tax Detail	Tax	1st Installment Tax	\$496.97
2020 Pay 2021	Property Tax Detail	Tax	2nd Installment Tax	\$496.97
2019 Pay 2020	Property Tax Detail	Tax	1st Installment Tax	\$418.16
2019 Pay 2020	Property Tax Detail	Tax	2nd Installment Tax	\$418.16
2018 Pay 2019	Property Tax Detail	Tax	1st Installment Tax	\$455.79
2018 Pay 2019	Special Assessment Detail	Tax	REBECCA KNIGHT 1st Installment Tax	\$13.09
2018 Pay 2019	Property Tax Detail	Tax	2nd Installment Tax	\$455.79

Tax Year	Type	Category	Description	Amount
2018 Pay 2019	Special Assessment Detail	Tax	REBECCA KNIGHT 2nd Installment Tax	\$0.00
2017 Pay 2018	Property Tax Detail	Tax	1st Installment Tax	\$353.93
2017 Pay 2018	Special Assessment Detail	Tax	REBECCA KNIGHT 1st Installment Tax	\$13.09
2017 Pay 2018	Property Tax Detail	Tax	2nd Installment Tax	\$353.93
2017 Pay 2018	Special Assessment Detail	Tax	REBECCA KNIGHT 2nd Installment Tax	\$0.00
2016 Pay 2017	Property Tax Detail	Tax	1st Installment Tax	\$345.89
2016 Pay 2017	Special Assessment Detail	Tax	REBECCA KNIGHT 1st Installment Tax	\$13.09
2016 Pay 2017	Property Tax Detail	Tax	2nd Installment Tax	\$345.89
2016 Pay 2017	Special Assessment Detail	Tax	REBECCA KNIGHT 2nd Installment Tax	\$0.00

Total:	
Tax Year	Amount
2022 Pay 2023	\$1,782.14
2021 Pay 2022	\$1,080.97
2020 Pay 2021	\$993.94
2019 Pay 2020	\$836.32
2018 Pay 2019	\$924.67
2017 Pay 2018	\$720.95
2016 Pay 2017	\$704.87

Payments (Treasurer)

Detail:		
Tax Year	Payment Date	Amount
2023 Pay 2024	4/30/2024	\$557.62
2022 Pay 2023	9/7/2023	\$1,202.10
2022 Pay 2023	2/17/2023	\$580.04
2021 Pay 2022	5/16/2022	\$527.30
2020 Pay 2021	4/28/2021	\$496.97
2020 Pay 2021	11/1/2021	\$496.97

Total:	
Tax Year	Amount
2023 Pay 2024	\$557.62
2022 Pay 2023	\$1,782.14
2021 Pay 2022	\$527.30
2020 Pay 2021	\$993.94

Payments - Historic (Treasurer)

Detail:			
Tax Year	Payment Date	Paid By	Amount
2022 Pay 2023	9/7/2023	First Bk of Berne for Baker, Tracy L & Sherry L	\$1,202.10
2022 Pay 2023	2/17/2023	02-16-23 CC.TXT	\$580.04
2021 Pay 2022	5/16/2022	Paid @ BSB	\$527.30
2020 Pay 2021	11/1/2021	#600 Corelogic Lender File	\$496.97
2020 Pay 2021	4/28/2021	#600 Corelogic File	\$496.97
2019 Pay 2020	11/6/2020	#600 Corelogic File 2	\$418.16
2019 Pay 2020	5/12/2020	# 05 Lereta File	\$418.16
2018 Pay 2019	11/4/2019	Nationstar Mortgage LLC/Lereta	\$455.79
2018 Pay 2019	5/14/2019	#05 Lereta Lockbox File	\$468.88
2017 Pay 2018	11/14/2018	#05 Lereta LockBox File	\$353.93
2017 Pay 2018	4/24/2018	#600 Corelogic Lender File	\$367.02

Total:	
Tax Year	Amount
2022 Pay 2023	\$1,782.14
2021 Pay 2022	\$527.30
2020 Pay 2021	\$993.94
2019 Pay 2020	\$836.32
2018 Pay 2019	\$924.67
2017 Pay 2018	\$720.95

Transfers (Assessor)

Date	Type	Instrument	To	SalePrice
1/1/1900	transfer	WD	Baker, Tracy L & Sherry L	\$0

Notes (Auditor & Treasurer)

Date	Type	Note
03/18/2008	EXEMPTIONS	Tracy Baker filed a mortgage exemption for 99-00 (410/272 199608 11/30/98 \$155,071.08) Tracy Baker's mortgage 410 p 272 was released for 02-03, but never removed from parcel. Do not find anything else filed, am removing for 07-08. Tracy Baker filed a mtg exe for 07-08 (2003246239 7/18/03 \$68,298) Tracy Baker's mortgage 2003246239 was released for 09-10.
02/08/2001	TRANSFER	Transfer from: BAKER, MAX D & ELSIE G ESTATE Date of Transfer: 09/22/97
01/18/2008	HMSTDREF	Name: Tracy L & Sherry L Baker Homestead credit refund amount: \$86.32 used toward delinquency

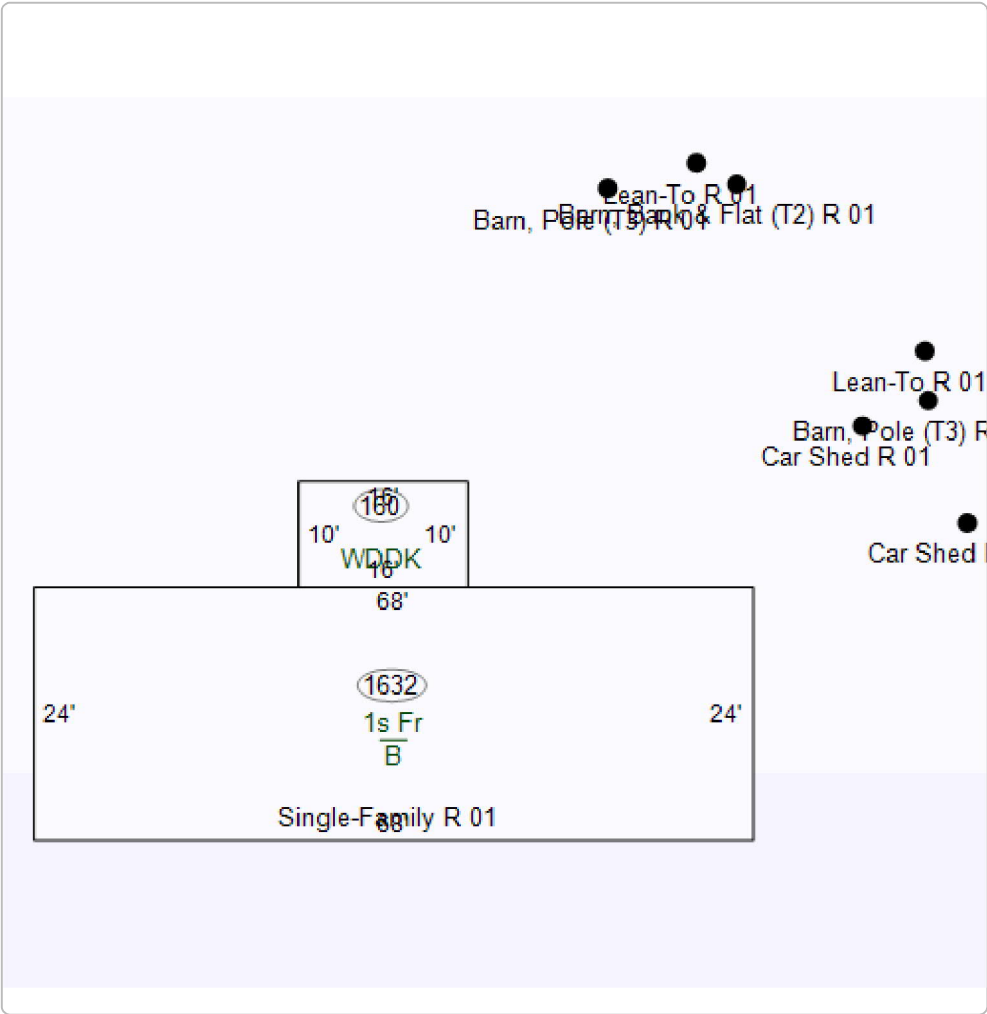
Map



Photos (Assessor)



Sketches (Assessor)



No data available for the following modules: Assessment Appeals Process.

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THIS FORM HAS BEEN APPROVED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. FOR THE USE OF THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. IN THE PREPARATION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, CONSTITUTE THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

BK 262 PG 152

PK 262 PG 152

188686

RECEIVED FOR RECORD

RECEIVED FOR RECORD

97 SEP 22 AM 10:39

Mail tax bills to:

461 W. Vine
Room 46783

Tax Key No.:

James H. Brown

DEED OF PERSONAL REPRESENTATIVE

SHIRLEY A. WALL

, as Personal

Representative(s) of the Estate of Elsie G. Baker
deceased,

[mark 1 or 2]

1. ☒ convey(s) to TRACY L. BAKER and SHERRY L. BAKER, husband and wife, of

Huntington

County in the State of Indiana

, for good and sufficient consideration [mark

1.1, 1.2, or 1.3]:

1.1 ☒ By order (confirming the sale) of the Circuit

Court of Huntington

in Estate No. 35C01-9701-ES-00006.

County, Indiana, dated July 16, 1997,

1.2 ☐ By virtue of the decedent's will.1.3 ☐ By virtue of power under Indiana law in unsupervised administration.2. ☐ distribute(s) to _____, of
_____ County in the State of _____, as an heir or devisee in unsupervised
administration

the following described real estate located in Huntington County, Indiana:

See attached legal description.

Duly entered for taxation this 22nd
day of September 1997

Carl E. Smith

AUDITOR

HUNTINGTON CO. IND

This deed has been made pursuant to and for the purposes of IC 29-1-15-18, and any law amendatory to it or in
substitution for it.

APPROVED

Mark A. Gresham
Judge, Huntington
Circuit Court

Dated this 15th day of September, 1997

Shirley A. Wall

(Signature)

Shirley A. Wall

(Name Printed or Typed)

as Personal Representative(s).

STATE OF INDIANA
COUNTY OF HUNTINGTON

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared

Shirley A. Wall

as Personal Representative(s) of the Estate of Elsie G. Baker, deceased, and acknowledged
the execution of the foregoing deed.

WITNESS MY HAND AND SEAL THIS 15th day of September, 1997

My Commission Expires: 9-14-97

PAUL J. SAUERTEIG
NOTARY PUBLIC STATE OF INDIANA

Notary Public

Resident of Allen

County

Paul J. Sauerteig

ALLEN COUNTY
(Name Printed or Typed)

This instrument prepared by Paul J. Sauerteig, Atty. No. 15-02-_____, Attorney at Law.

Mail to:

DESCRIPTION

BK 262 PG 153

TRACT "A"

Part of the Northeast Quarter of Section 25, Township 29 North, Range 10 East, Huntington County, Indiana, more particularly described as follows, to wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence N00°-21'-31"E (adjoiners deed bearing and used as the basis for bearings), on and along the West line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the centerline of Station Road, said point of intersection being situated S00°-22'-31"W, a distance of 401.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence S88°-59'-34"E, on and along the centerline of said Station Road, a distance of 1323.04 feet to a P.K. nail found at the true point of beginning; thence continuing S88°-59'-34"E, on and along the centerline of said Station Road, a distance of 676.64 feet to a P.K. nail; thence S03°-41'-00"W, a distance of 644.94 feet to an iron pin on the North line of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563 of the records of Huntington County, Indiana; thence N89°-39'-15"W, on and along the North line of said 2.950 acre tract, a distance of 237.48 feet to an iron pin found at the Northwest corner of said 2.950 acre tract; thence N89°-36'-50"W, a distance of 401.54 feet to an iron pin; thence N00°-21'-31"E, a distance of 651.36 feet to the true point of beginning, containing 9.782 acres of land, more or less, subject to legal right-of-way for Station Road, subject to all legal drain easements and all other easements of record.

This tract is not in a flood plain (In Zone C) as defined by FIA Flood Hazard Map dated July 18, 1983, Community No. 180438-0050C, Huntington County, Indiana.

TRACT "B"

Part of the Northeast Quarter of Section 25, Township 29 North, Range 10 East, Huntington County, Indiana, more particularly described as follows, to wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence N00°-21'-31"E (adjoiners deed bearing and used as the basis for bearings), on and along the West line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the centerline of Station Road, said point of intersection being situated S00°-21'-31"W, a distance of 401.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence S88°-59'-34"E, on and along the centerline of said Station Road, a distance of 2024.71 feet to a P.K. nail set at the true point of beginning; thence continuing S88°-59'-34"E, on and along the centerline of said Station Road, a distance of 23.51 feet to an iron pin found; thence N04°-36'-06"E, on and along the centerline of said Station Road, a distance of 840.68 feet to an iron pin found at the point of intersection with the North line of said Northeast Quarter; thence N90°-00'-00"E, on and along said North line, being within the right-of-way of Station Road, a distance of 492.73 feet to a P.K. nail found at the Northeast corner of said Northeast Quarter; thence S00°-00'-41"W, on and along the East line of said Northeast Quarter, a distance of 2635.02 feet to an iron pin found at the Southeast corner of said Northeast Quarter; thence N89°-30'-55"W, on and along the South line of said Northeast Quarter, a distance of 510.23 feet to an iron pin found, said iron pin being situated S89°-30'-55"E, a distance of 2108.75 feet from the Southwest corner of said Northeast Quarter; thence N00°-20'-45"E, a distance of 1149.13 feet to an iron pin found at the Northeast corner of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563 of the records of Huntington County, Indiana; thence N89°-39'-15"W, on and along the North line of said 2.950 acre tract, a distance of 121.48 feet to a wood post found; thence N03°-42'-00"E, a distance of 644.65 feet to the true point of beginning, containing 37.450 acres of land, more or less, subject to legal right-of-way for Station Road, subject to all legal drain easements, subject to an easement for an A.T. & T. cable which crosses the North part of the above described tract, and further subject to an easement for a power line which crosses the above described tract and subject to all other easements of record.

The existing improvements on this tract are not in a flood plain (In Zone C) as defined by FIA Flood Hazard Map dated July 18, 1983, Community No. 180438-0050C, Huntington County, Indiana.

Shirley L. Wall

2024000716**VICKI G. PEARSON
HUNTINGTON, IN RECORDER
TX: 4019976
02/20/2024 02:29:06 PM
55.00
RECORDED AS PRESENTED**

(Space Above This Line For Recording Data)

MORTGAGE

DEFINITIONS. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20, and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated February 9, 2024, together with all Riders to this document.
- (B) **"Borrower"** is TRACY L BAKER and SHERRY L BAKER, husband and wife, whose address is 5885 E STATION ROAD, ROANOKE, Indiana 46783, who is/are the mortgagor(s) under this Security Instrument.
- (C) **"Lender"** is First Federal Savings Bank. Lender is a Charter organized and existing under the laws of the United States of America. Lender's address is 648 North Jefferson St, Huntington, Indiana 46750. Lender is the mortgagee under this Security Instrument.
- (D) **"Note"** means the promissory note signed by Borrower and dated February 9, 2024. The Note states that Borrower owes Lender Four Hundred Fifty Thousand and 00/100 Dollars (U.S. \$450,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2054.
- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) **"Riders"** means all Riders to this Security Instrument that are executed by the Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify]: |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
- (H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the law) as well as all applicable final, non-appealable judicial opinions.
- (I) **"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.
- (J) **"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.
- (K) **"Escrow Items"** means those items that are described in Section 3.

- (L) **"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.
- (M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (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 Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the

County of HUNTINGTON:

Address: 5885 E STATION ROAD, ROANOKE, Indiana 46783

Legal Description: SEE ATTACHED LEGAL DESCRIPTION

Parcel ID/Sidwell Number: 35-01-25-100-002.300-006

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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. 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 Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made 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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in

Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and,

upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 can require under RESPA. Lender shall 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.

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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower 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 Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** 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 the manner provided in Section 3.

Borrower shall promptly discharge any lien 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 Security Instrument, 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 above in this Section 4.

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 this 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 Loan. 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 5 shall become additional debt of Borrower secured by this 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 Borrower requesting payment.

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 mortgage 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 mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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 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 sums 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 Note 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 Note 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 this 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 is residing in 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 Loan Application.** Borrower shall be in default if, during the Loan application process, 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. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
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 sums 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. 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 action under this Section 9, 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 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this 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 Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the 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.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain

cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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 sums 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 Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums 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 sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums 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 sums secured 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 sums secured 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 sums 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, 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 sums 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 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 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 sums secured by this Security Instrument granted by Lender to Borrower or any Successor 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 Note (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 sums 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 Note 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 (except as provided in Section 20) and benefit the successors and assigns of Lender.

- 14. Loan 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 Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan 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 Note or by making a direct payment to Borrower. If a refund 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 Note). 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 Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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 Note and of this Security Instrument.
18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "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.

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 Section 22 of 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 all sums which then would be due under this Security Instrument and the Note 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 sums 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. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (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 "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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 (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice 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 21: (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 "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

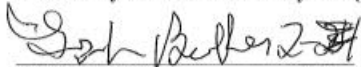
threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal 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.

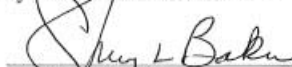
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release 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.
24. **Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

29. **Stated Maturity Date.** The stated maturity date is the date by which the debt must be paid in full as set forth in the definition of Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


 TRACY L BAKER
 Date 2/24


 SHERRY L BAKER
 Date 2/9/24

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF HUNTINGTON

Before me, Amanda Stroup, a Notary this 9th day of February, 2024, TRACY L BAKER and SHERRY L BAKER, husband and wife, acknowledged the execution of the foregoing or annexed Mortgage.

My commission expires: 09/08/2029

Notary residing in HUNTINGTON County

(Official Seal)

Amanda Stroup
Notary



LOAN ORIGINATOR COMPANY NAME: First Federal Savings Bank
NMLS COMPANY IDENTIFIER: 407787
LOAN ORIGINATOR NAME: Amanda Stroup
NMLS ORIGINATOR IDENTIFIER: 1113879

THIS INSTRUMENT WAS PREPARED BY:
First Federal Savings Bank
Cynthia A Zay
VP Mortgage Lending
648 North Jefferson St, HUNTINGTON, IN 46750
**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.**

AFTER RECORDING RETURN TO:
First Federal Savings Bank
Stacia Bollinger
648 N Jefferson St, HUNTINGTON, IN 46750

Cynthia A Zay Date
VP Mortgage Lending
for First Federal Savings Bank

NMLS COMPANY IDENTIFIER: 407787
NMLS ORIGINATOR IDENTIFIER: 1113879

ADJUSTABLE RATE RIDER
(1-Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9th day of February, 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

5885 E STATION ROAD, ROANOKE, Indiana 46783

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2029, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three and one quarter percent (3.25%) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.250% or less than 6.250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.250% or less than 5.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be

impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


TRACY L BAKER Date


SHERRY L BAKER Date

THIS INSTRUMENT WAS PREPARED BY:

First Federal Savings Bank
Cynthia A Zay
VP Mortgage Lending
648 North Jefferson St, HUNTINGTON, IN 46750

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.

AFTER RECORDING RETURN TO:

First Federal Savings Bank
Stacia Bollinger
648 N Jefferson St, HUNTINGTON, IN 46750

Cynthia A Zay Date
VP Mortgage Lending
for First Federal Savings Bank

EXHIBIT "A" LEGAL DESCRIPTION

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the west line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the center line of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 1323.04 feet to a P. K. nail found at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 676.64 feet to a P. K. nail; thence South 03° 42' 00" West, a distance of 644.94 feet to an iron pin on the North line of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West, on and along the North line of said 2.950 acre tract, a distance of 237.48 feet to an iron pin found at the Northwest corner of said 2.950 acre tract; thence North 89° 36' 50" West, a distance of 401.54 feet to an iron pin; thence North 00° 21' 31" East, a distance of 651.3 feet to the true point of beginning, containing 9.782 acres of land, more or less.

ALSO:

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the West line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the centerline of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 2024.71 feet to a PK nail set at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 23.51 feet to an iron pin found; thence North 04° 36' 06" East, on and along the centerline of said Station Road, a distance of 840.68 feet to an iron pin found at the point of intersection with the North line of said Northeast Quarter; thence North 90° 00' 00" East, on and along said North line, being within the right-of-way of Station Road, a distance of 492.73 feet to a PK nail found at the Northeast corner of said Northeast Quarter; thence South 00° 00' 41" West, on and along the East line of said Northeast Quarter, a distance of 2635.02 feet to an iron pin found at the Southeast corner of said Northeast Quarter; thence North 89° 30' 55" West, on and along the South line of said Northeast Quarter, a distance of 510.23 feet to an iron pin found, said iron pin being situated South 89° 30' 55" East, a distance of 2108.75 feet from the Southwest corner of said Northeast Quarter; thence North 00° 20' 45" East, a distance of 1149.13 feet to an iron pin found at the Northeast corner of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West on and along the North

line of said 2.950 acre tract, a distance of 121.48 feet to a wood post found; thence North 03° 42' 00" East, a distance of 644.65 feet to the true point of beginning, containing 32.450 acres of land, more or less.

2024001332**VICKI G. PEARSON
HUNTINGTON, IN RECORDER
TX: 4020563****04/08/2024 10:33:48 AM
55.00****RECORDED AS PRESENTED**

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: First Federal Savings Bank
NMLS COMPANY IDENTIFIER: 407787
LOAN ORIGINATOR NAME: Julia Bazur
NMLS ORIGINATOR IDENTIFIER: 1910834

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on April 2, 2024. The mortgagors are TRACY L BAKER and SHERRY L BAKER, husband and wife, whose address is 5885 E STATION ROAD, ROANOKE, Indiana 46783 ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Note. This Security Instrument is given to First Federal Savings Bank, which is organized and existing under the laws of the United States of America and whose address is 648 North Jefferson St, Huntington, Indiana 46750 ("Lender"). TRACY L BAKER and SHERRY L BAKER ("Borrower") owe Lender the principal sum of Fifty Thousand and 00/100 Dollars (U.S. \$50,000.00), which is evidenced by the note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due on April 18, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**; and (c) the performance of the covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender all of Mortgagor's right, title, and interest in and to the following described property located in the County of HUNTINGTON, State of Indiana:

Address: 5885 E STATION ROAD, ROANOKE, Indiana 46783

Legal Description: SEE ATTACHED

Parcel ID/Sidwell Number: 35-01-25-100-002.300-006

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."

MORTGAGOR COVENANTS that Mortgagor 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. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

APPLICABLE LAW. As used in this Security Instrument, the term "Applicable Law" shall mean 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.

FUNDS FOR TAXES AND INSURANCE. At Lender's request and subject to Applicable Law, Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of the paragraph titled **MORTGAGE INSURANCE**, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another Applicable Law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Applicable Law provides otherwise. Unless an agreement is made or Applicable Law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by Applicable Law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of Applicable Law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under the section titled **ACCELERATION; REMEDIES**, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument.

APPLICATION OF PAYMENTS. Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under the section titled **FUNDS FOR TAXES AND INSURANCE**; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in section titled **FUNDS FOR TAXES AND INSURANCE**, or if not paid in that manner, Mortgagor shall pay them on time and directly to the person owed payment. At the request of Lender, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b)

contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

HAZARD OR PROPERTY INSURANCE. Mortgagor 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, 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 this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Mortgagor that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Mortgagor to answer as set forth in the notice will begin when the notice is given.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the sections titled **PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES AND FUNDS FOR TAXES AND INSURANCE** or change the amount of the payments. If under the section titled **ACCELERATION; REMEDIES**, the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; FALSE STATEMENTS; LEASEHOLDS. Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Mortgagor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering

on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Mortgagor shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Mortgagor shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Mortgagor of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Mortgagor shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Mortgagor when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use, and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Mortgagor shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Mortgagor and Lender or Applicable Law.

INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the sections titled **PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES AND FUNDS FOR TAXES INSURANCES** or change the amount of such payments.

BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this

Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.

JOINT AND SEVERAL LIABILITY. Each Mortgagor's obligations and liabilities are joint and several.

ACCOMMODATION SIGNERS. Any person who co-signs this Security Instrument but does not execute the Note ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Accommodation Signer's consent.

LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

NOTICES. Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Mortgagor agrees to provide Lender with Mortgagor's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

GOVERNING LAW. Indiana law applies to all matters arising under or relating to this Security Instrument without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

SEVERABILITY. If a court for any reason holds a provision of this Security Instrument to be unenforceable, the rest remains fully enforceable.

MORTGAGOR'S COPY. Mortgagor shall be given one copy of this Security Instrument.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) unless the Note shows that the loan is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Note shows that the loan is assumable, Mortgagor must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Mortgagor does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed 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 Mortgagor.

SALE OF NOTE CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Note and this

Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Mortgagor will be given written notice of the change in accordance with the section titled **NOTICES AND APPLICABLE LAW**. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Mortgagor shall promptly give Lender written notice of 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 Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Indiana that relate to health, safety or environmental protection.

ACCELERATION; REMEDIES. Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Mortgagor**, 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 the minimum number of days established by Applicable Law from the date the notice is given, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the party of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees and costs of title evidence.

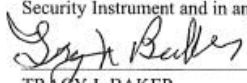
RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Mortgagor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

WAIVER OF HOMESTEAD EXEMPTION RIGHTS. Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

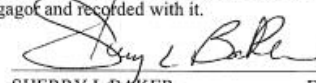
WAIVER OF VALUATION AND APPRAISEMENT. Mortgagor waives all right of valuation and appraisal.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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

 9/2/24

TRACY L BAKER Date

 9/2/24

SHERRY L BAKER Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

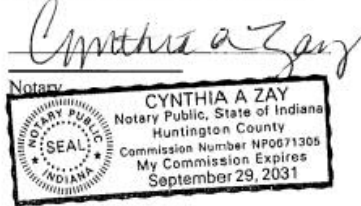
COUNTY OF Huntington

Before me, Cynthia A Zay, a Notary this 2nd day of April, 2024, TRACY L BAKER and SHERRY L BAKER, husband and wife, acknowledged the execution of the foregoing or annexed Mortgage.

My commission expires: _____

Notary residing in _____ County

(Official Seal)



THIS INSTRUMENT WAS PREPARED BY:

First Federal Savings Bank

Cynthia A Zay

VP Mortgage Lending

648 North Jefferson St, HUNTINGTON, IN 46750

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.

AFTER RECORDING RETURN TO:

First Federal Savings Bank

Stacia Bollinger

648 N Jefferson St, HUNTINGTON, IN 46750

Cynthia A Zay
VP Mortgage Lending
for First Federal Savings Bank

Date

EXHIBIT "A" LEGAL DESCRIPTION

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the west line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the center line of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 1323.04 feet to a P. K. nail found at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 676.64 feet to a P. K. nail; thence South 03° 42' 00" West, a distance of 644.94 feet to an iron pin on the North line of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West, on and along the North line of said 2.950 acre tract, a distance of 237.48 feet to an iron pin found at the Northwest corner of said 2.950 acre tract; thence North 89° 36' 50" West, a distance of 401.54 feet to an Iron pin; thence North 00° 21' 31" East, a distance of 651.3 feet to the true point of beginning, containing 9.782 acres of land, more or less.

ALSO:

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the West line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the centerline of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 2024.71 feet to a PK nail set at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 23.51 feet to an iron pin found; thence North 04° 36' 06" East, on and along the centerline of said Station Road, a distance of 840.68 feet to an iron pin found at the point of intersection with the North line of said Northeast Quarter; thence North 90° 00' 00" East, on and along said North line, being within the right-of-way of Station Road, a distance of 492.73 feet to a PK nail found at the Northeast corner of said Northeast Quarter; thence South 00° 00' 41" West, on and along the East line of said Northeast Quarter, a distance of 2635.02 feet to an iron pin found at the Southeast corner of said Northeast Quarter; thence North 89° 30' 55" West, on and along the South line of said Northeast Quarter, a distance of 510.23 feet to an iron pin found, said iron pin being situated South 89° 30' 55" East, a distance of 2108.75 feet from the Southwest corner of said Northeast Quarter; thence North 00° 20' 45" East, a distance of 1149.13 feet to an iron pin found at the Northeast corner of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West on and along the North

line of said 2.950 acre tract, a distance of 121.48 feet to a wood post found; thence North 03° 42' 00" East, a distance of 644.65 feet to the true point of beginning, containing 32.450 acres of land, more or less.

2024001532**VICKI G. PEARSON
HUNTINGTON, IN RECORDER
TX: 4020739****04/17/2024 09:27:42 AM
55.00****RECORDED AS PRESENTED**

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: First Federal Savings Bank
NMLS COMPANY IDENTIFIER: 407787
LOAN ORIGINATOR NAME: Julia Bazur
NMLS ORIGINATOR IDENTIFIER: 1910834

MORTGAGE**(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS
MORTGAGE)**

THIS MORTGAGE ("Security Instrument") is made on April 12, 2024. The mortgagors are TRACY L BAKER and SHERRY L BAKER, husband and wife, whose address is 5885 E STATION ROAD, ROANOKE, Indiana 46783 ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Home Equity Line ("Agreement"). This Security Instrument is given to First Federal Savings Bank, which is organized and existing under the laws of the United States of America and whose address is 648 North Jefferson St, Huntington, Indiana 46750 ("Lender"). TRACY L BAKER and SHERRY L BAKER ("Borrower") have entered into an Agreement with Lender as of April 12, 2024, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a *****MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)***** of Ten Thousand and 00/100 Dollars (U.S. \$10,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. If not paid earlier, the sums owing under the Agreement will be due on May 30, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**; and (c) the performance of the covenants and agreements under this Security Instrument and the Agreement. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender all of Mortgagor's right, title, and interest in and to the following described property located in the County of HUNTINGTON, State of Indiana:

Address: 5885 E STATION ROAD, ROANOKE, Indiana 46783

Legal Description: SEE ATTACHED

Parcel ID/Sidwell Number: 35-01-25-100-002.300-006

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."

MORTGAGOR COVENANTS that Mortgagor 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. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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3M5aci0-12972642 - 2023.333.0.2
Consumer Real Estate - Security Instrument DL 2016

Mortgagor and Lender covenant and agree as follows:

PAYMENT OF PRINCIPAL AND INTEREST; OTHER CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Agreement and late charges or any other fees and charges due under the Agreement.

APPLICABLE LAW. As used in this Security Instrument, the term "Applicable Law" shall mean 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.

CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

HAZARD OR PROPERTY INSURANCE. Mortgagor 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, 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 this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Mortgagor that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Mortgagor to answer as set forth in the notice will begin when the notice is given.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of the payments. If under the section titled **ACCELERATION; REMEDIES**, the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; FALSE STATEMENTS; LEASEHOLDS. Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of

the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Mortgagor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Agreement. If this Security Instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Agreement and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments.

BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.

JOINT AND SEVERAL LIABILITY. Each Mortgagor's obligations and liabilities are joint and several.

ACCOMMODATION SIGNERS. Any person who co-signs this Security Instrument but has no personal liability under the Agreement ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Accommodation Signer's consent.

LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

NOTICES. Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Mortgagor agrees to provide Lender with Mortgagor's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

GOVERNING LAW. Indiana law applies to all matters arising under or relating to this Security Instrument without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

SEVERABILITY. If a court for any reason holds a provision of this Security Instrument to be unenforceable, the rest remains fully enforceable.

MORTGAGOR'S COPY. Mortgagor shall be given one copy of this Security Instrument.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed 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 Mortgagor.

HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Mortgagor shall promptly give Lender written notice of 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 Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting

the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Indiana that relate to health, safety or environmental protection.

ACCELERATION; REMEDIES. Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Mortgagor, 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 the minimum number of days established by Applicable Law from the date the notice is given, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the party of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees and costs of title evidence.

RELEASE. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Agreement, Lender shall release this Security Instrument. Lender may charge Mortgagor 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.

WAIVER OF HOMESTEAD EXEMPTION RIGHTS. Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

WAIVER OF VALUATION AND APPRAISEMENT. Mortgagor waives all right of valuation and appraisal.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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


TRACY L BAKER

Date

4-2-24


SHERRY L BAKER

Date

4/2/24

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Huntington

Before me, Cynthia A Zay, a Notary this 12th day of April, 2024, TRACY L BAKER and SHERRY L BAKER, husband and wife, acknowledged the execution of the foregoing or annexed Mortgage.

My commission expires: _____

Notary residing in _____ County

(Official Seal)



Cynthia A Zay
Cynthia A Zay
Notary

THIS INSTRUMENT WAS PREPARED BY:

First Federal Savings Bank

Julia Bazur

Loan Officer

10316 Maysville Rd, FORT WAYNE, IN 46835

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.

Julia Bazur 4112124
Julia Bazur
Loan Officer
for First Federal Savings Bank

Date

AFTER RECORDING RETURN TO:

First Federal Savings Bank

Stacia Bollinger

648 N Jefferson St, HUNTINGTON, IN 46750

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2024047

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the west line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the center line of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 1323.04 feet to a P. K. nail found at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 676.64 feet to a P. K. nail; thence South 03° 42' 00" West, a distance of 644.94 feet to an iron pin on the North line of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West, on and along the North line of said 2.950 acre tract, a distance of 237.48 feet to an iron pin found at the Northwest corner of said 2.950 acre tract; thence North 89° 36' 50" West, a distance of 401.54 feet to an iron pin; thence North 00° 21' 31" East, a distance of 651.3 feet to the true point of beginning, containing 9.782 acres of land, more or less.

ALSO:

Part of the Northeast Quarter of Section Twenty-five (25), Township Twenty-nine (29) North, Range Ten (10) East, Huntington County, Indiana, more particularly described as follows, to-wit:

Commencing at an iron pin found marking the Southwest corner of said Northeast Quarter; thence North 00° 21' 31" East (adjoiner's deed bearing and used as the basis for bearings), on and along the West line of said Northeast Quarter, a distance of 1810.93 feet to a railroad spike found at the point of intersection with the centerline of Station Road, said point of intersection being situated South 00° 21' 31" West, a distance of 801.97 feet from an iron pin found at the Northwest corner of said Northeast Quarter; thence South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 2024.71 feet to a PK nail set at the true point of beginning; thence continuing South 88° 59' 34" East, on and along the centerline of said Station Road, a distance of 23.51 feet to an iron pin found; thence North 04° 36' 06" East, on and along the centerline of said Station Road, a distance of 840.68 feet to an iron pin found at the point of intersection with the North line of said Northeast Quarter; thence North 90° 00' 00" East, on and along said North line, being within the right-of-way of Station Road, a distance of 492.73 feet to a PK nail found at the Northeast corner of said Northeast Quarter; thence South 00° 00' 41" West, on and along the East line of said Northeast Quarter, a distance of 2635.02 feet to an iron pin found at the Southeast corner of said Northeast Quarter; thence North 89° 30' 55" West, on and along the South line of said Northeast Quarter, a distance of 510.23 feet to an iron pin found, said iron pin being situated South 89° 30' 55" East, a distance of 2108.75 feet from the Southwest corner of said Northeast Quarter; thence North 00° 20' 45" East, a distance of 1149.13 feet to an iron pin found at the Northeast corner of a certain 2.950 acre tract of land leased to Centennial Wireless, as recorded in Miscellaneous Record 93, page 563, of the records of Huntington County, Indiana; thence North 89° 39' 15" West on and along the North

line of said 2.950 acre tract, a distance of 121.48 feet to a wood post found; thence North 03° 42' 00" East, a distance of 644.65 feet to the true point of beginning, containing 32.450 acres of land, more or less.



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Account Management

Welcome: SIPL
Balance: \$190.05

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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
04/17/2024	04/12/2024	2024001532	MORTGAGE...	BAKER TRACY L		BORROWER
04/08/2024	04/02/2024	2024001332	MORTGAGE...	BAKER TRACY L		BORROWER
03/27/2024	03/27/2024	2024001206	RELEASE ...	BAKER TRACY L		BORROWER
03/27/2024	03/27/2024	2024001205	RELEASE ...	BAKER TRACY L		BORROWER
02/20/2024	02/09/2024	2024000716	MORTGAGE...	BAKER TRACY L		BORROWER
08/31/2023	08/30/2023	2023003654	MORTGAGE...	BAKER TRACY L		BORROWER
11/12/2021	11/11/2021	2021006874	RELEASE ...	BAKER TRACY L		BORROWER
11/04/2021	11/03/2021	2021006697	MORTGAGE...	BAKER TRACY L		BORROWER
11/03/2021	11/02/2021	2021006661	RELEASE ...	BAKER TRACY L		BORROWER
09/18/2015	09/18/2015	2015004777	MORTGAGE...	BAKER TRACY L		BORROWER
06/20/2012	05/31/2012	2012003457	AFFIDAVI...	BAKER TRACY L		PERTAINING
03/05/2008	02/29/2008	2008001171	RELEASE ...	BAKER TRACY L		BORROWER
03/03/2008	02/04/2008	2008001115	RELEASE ...	BAKER TRACY L		BORROWER
01/25/2008	01/22/2008	2008000409	MORTGAGE...	BAKER TRACY L		BORROWER
08/02/2007	08/02/2007	2007000079	UCC	BAKER TRACY L		DEBTOR

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
10/20/2006	10/19/2006	2006006160	MORTGAGE...	BAKER TRACY L		BORROWER
09/14/2006	09/13/2006	2006005326	MECHANIC...	BAKER TRACY		TO
05/19/2006	05/11/2006	2006002705	EASEMENT	BAKER TRACY L		GRANTOR
05/19/2006	05/01/2006	2006002704	SUBORDIN...	BAKER TRACY		GRANTOR
12/19/2003	09/16/2003	2003251608	MORTGAGE...	BAKER TRACY L		BORROWER
07/18/2003	07/11/2003	2003246239	MORTGAGE...	BAKER TRACY L		BORROWER
01/28/2002	01/11/2002	2002229461	MORTGAGE...	BAKER TRACY L		BORROWER
01/28/2002	01/11/2002	2002229460	AFFIDAVI...	BAKER TRACY L		SIGNOR
01/24/2002	01/24/2002	2002229414	RELEASE ...	BAKER TRACY L		BORROWER
01/09/2002	01/09/2002	200229006	UCC	BAKER TRACY L		DEBTOR
12/21/2001	12/21/2001	200128964	UCC	BAKER TRACY		DEBTOR
05/07/2001	05/07/2001	200128264	UCC	BAKER TRACY L		DEBTOR
10/03/2000	10/03/2000	200027373	UCC	BAKER TRACY		DEBTOR
06/02/2000	06/02/2000	200026797	UCC	BAKER TRACY L		DEBTOR
12/18/1998	11/02/1998	1998200271	RELEASE ...	BAKER TRACY L		BORROWER

Results found: 46



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DataSource: Huntington, IN

Criteria: Party Name = BAKER TRACY

Last Indexed Date: 09/03/2024

Last Verified Date: 09/03/2024

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
11/30/1998	11/24/1998	1998199628	RELEASE ...	BAKER TRACY L		BORROWER
11/30/1998	11/23/1998	1998199608	MORTGAGE...	BAKER TRACY L		BORROWER
08/18/1998	08/06/1998	1998196939	MORTGAGE...	BAKER TRACY L		BORROWER
08/07/1998	08/07/1998	1998196688	RELEASE ...	BAKER TRACY L		BORROWER
07/15/1998	07/14/1998	1998196089	WARRANTY...	BAKER TRACY L		GRANTOR
09/22/1997	09/15/1997	1997188687	MORTGAGE...	BAKER TRACY L		BORROWER
09/22/1997	09/15/1997	1997188686	PERSONAL...	BAKER TRACY L		GRANTEE
04/25/1997	04/25/1997	199721775	TERMINAT...	BAKER TRACY L		DEBTOR
04/21/1997	04/21/1997	199721747	UCC	BAKER TRACY L		DEBTOR
06/29/1994	06/29/1994	199416957	TERMINAT...	BAKER TRACY L		DEBTOR
05/10/1993	05/10/1993	199314942	UCC	BAKER TRACY L		DEBTOR
11/05/1992	11/05/1992	199213712	TERMINAT...	BAKER TRACY L		DEBTOR
06/14/1991	06/14/1991	199110993	UCC	BAKER TRACY L		DEBTOR
05/24/1989	05/24/1989	198906850	UCC	BAKER TRACY L		DEBTOR
09/27/1988	09/21/1988	1988123017	MORTGAGE...	BAKER TRACY L		BORROWER

Results found: 46



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DataSource: Huntington, IN

Criteria: Party Name = BAKER TRACY

Last Indexed Date: 09/03/2024

Last Verified Date: 09/03/2024

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
09/27/1988	09/21/1988	1988123016	WARRANTY...	BAKER TRACY L		GRANTEE

Results found: 46



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DataSource: Huntington, IN

Criteria: Party Name = BAKER ELSIE

Last Indexed Date: 09/03/2024

Last Verified Date: 09/03/2024

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
01/06/1998	06/18/1997	1998191063	SURVEY	BAKER ELSIE G ESTATE		REQUESTOR
01/06/1998	06/18/1997	1998191062	SURVEY	BAKER ELSIE G ESTATE		REQUESTOR
01/06/1998	06/18/1997	1998191061	SURVEY	BAKER ELSIE G ESTATE		REQUESTOR
01/06/1998	08/07/1997	1998191059	SURVEY	BAKER ELSIE G ESTATE		REQUESTOR
09/22/1997	09/15/1997	1997188686	PERSONAL...	BAKER ELSIE G ESTATE		GRANTOR
09/15/1997	09/05/1997	1997188522	LEASE AG...	BAKER ELSIE G ESTATE		GRANTOR
07/24/1997	07/16/1997	1997187213	PERSONAL...	BAKER ELSIE G ESTATE		GRANTOR
07/22/1997	07/16/1997	1997187155	PERSONAL...	BAKER ELSIE G ESTATE		GRANTOR
07/17/1997	07/02/1997	1997187036	PERSONAL...	BAKER ELSIE G ESTATE		GRANTOR
07/16/1997	07/16/1997	1997187019	PERSONAL...	BAKER ELSIE G ESTATE		GRANTOR
06/20/1997	06/20/1997	1997186458	LEASE AG...	BAKER ELSIE G ESTATE		GRANTOR
04/25/1997	04/25/1997	199721775	TERMINAT...	BAKER ELSIE G		DEBTOR
05/15/1996	05/15/1996	199620236	TERMINAT...	BAKER ELSIE G		DEBTOR
05/15/1996	05/14/1996	1996178454	WARRANTY...	BAKER ELSIE G		GRANTOR
05/15/1996	05/14/1996	1996178453	RELEASE ...	BAKER ELSIE G		BORROWER

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DataSource: Huntington, IN

Criteria: Party Name = BAKER ELSIE

Last Indexed Date: 09/03/2024

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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
02/05/1996	08/06/1993	1996176143	RIGHT/FL...	BAKER ELSIE G		GRANTOR
05/24/1994	05/24/1994	199416816	UCC	BAKER ELSIE G		DEBTOR
08/06/1993	08/06/1993	1993156393	PARTIAL ...	BAKER ELSIE G		BORROWER
08/06/1993	08/06/1993	1993156392	WARRANTY...	BAKER ELSIE G		GRANTOR
08/06/1993	08/06/1993	1993156391	WARRANTY...	BAKER ELSIE G		GRANTOR
05/10/1993	05/10/1993	199314942	UCC	BAKER ELSIE G		DEBTOR
01/06/1993	01/06/1993	1993151878	PARTIAL ...	BAKER ELSIE G		BORROWER
01/06/1993	01/05/1993	1993151877	WARRANTY...	BAKER ELSIE G		GRANTOR
10/01/1992	09/30/1992	1992149786	PARTIAL ...	BAKER ELSIE G		BORROWER
10/01/1992	09/30/1992	1992149777	DEEDS	BAKER ELSIE G		GRANTOR
07/29/1992	07/29/1992	199213135	TERMINAT...	BAKER ELSIE G		DEBTOR
05/27/1992	05/19/1992	1992147019	MECHANIC...	BAKER ELSIE G		GRANTEE
06/16/1989	06/15/1989	1989127133	MECHANIC...	BAKER ELSIE G		TO
05/09/1988	05/02/1988	1988120362	MECHANIC...	BAKER ELSIE G		TO
05/08/1987	05/08/1987	198799939	UCC	BAKER ELSIE G		DEBTOR

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DataSource: Huntington, IN

Criteria: Party Name = BAKER ELSIE

Last Indexed Date: 09/03/2024

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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
06/13/1986	06/12/1986	1986108526	RELEASES	BAKER ELSIE		GRANTEE
02/25/1983	08/16/1982	1983093429	MISCELLA...	BAKER ELSIE		REVERSE
05/17/1982	04/23/1982	1982090800	RELEASE ...	BAKER ELSIE G		BORROWER
04/23/1982	04/23/1982	1982090511	MORTGAGE...	BAKER ELSIE G		BORROWER
06/13/1978	06/13/1978	1978072867	MORTGAGE...	BAKER ELSIE G		BORROWER
06/13/1978	06/13/1978	1978072866	RELEASE ...	BAKER ELSIE G		BORROWER
07/12/1973	07/12/1973	1973048166	MORTGAGE...	BAKER ELSIE G		BORROWER
07/12/1973	07/12/1973	1973048165	WARRANTY...	BAKER ELSIE G		GRANTEE
10/28/1964	03/24/1964	DE202-0861	RIGHT OF...	BAKER ELSIE G		GRANTOR
04/08/1963	04/05/1963	DE199-0982	WARRANTY...	BAKER ELSIE G		GRANTOR

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