

### **Signing Instructions**

Signing Date &Time 06/11/25 at 6:00 pm

**Signing location:** 307 RUDD RD RIDGEVILLE, SC 29472

Order No. 9116826 - Huntington

Borrower's Name: JAMES RUDD

#### **SPECIAL INSTRUCTIONS:**

PLEASE USE BLACK OR BLUE INK

- SIGNED COMPLETE LOAN PACKAGE MUST BE SCANNED AND UPLOADED TO ACCURATE GROUP RIGHT AFTER THE CLOSING.
- PLEASE COLLECT COPIES OF BORROWER'S ID'S and SEND THEM BACK WITH THE PACKAGE
- ✓ Confirm appointment & location with the borrower as soon as possible.
- ✓ It is a <u>REQUIREMENT</u> to print a second copy of the package to leave with the borrowers.
- ✓ Do not RESCHEDULE the signing for a different time or location. If the borrowers ask for a scheduling change, please coordinate with Accurate Group as new docs may necessary.
- ✓ Dress in business attire, work professionally, and please adhere to the NNA's Code of Professional Responsibility.
- ✓ Arrive a couple of minutes early to the signing. If the signing is occurring at the lender's branch, please introduce yourself to the bank branch employees.
- ✓ Please drop off the package at a UPS or FED Ex Store location after the signing with the overnight label provided in this package, and obtain a receipt. Drop boxes are not permitted.
- ✓ Please contact Accurate Group at 888-258-5757 Option #4 from 8a-6p EST or email us at <a href="mailto:notaryworks@accurategroup.com">notaryworks@accurategroup.com</a> for assistance.





If this signing is for a property in GA, DE, SC, WV, MA, or VT and you are NOT an attorney please contact our office immediately at 888-258-5757 Option #4.\*

\*If this is an out of state signing for one of the states above, and an attorney by phone isn't scheduled to preside with you, also stop and reach out to our office. If an attorney is scheduled to preside by phone, you are good to proceed.

#### **UPS CampusShip: View/Print Label**

- 1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- 2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

#### 3. **GETTING YOUR SHIPMENT TO UPS**

#### **Customers with a Daily Pickup**

Your driver will pickup your shipment(s) as usual.

#### **Customers without a Daily Pickup**

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

FOLD HERE



## **Accurate Group Privacy Policy**

California Consumers
Right of Correction
Contact Us

This Privacy Policy ("Policy") sets forth how Accurate Group, LLC and its affiliates<sup>1</sup> ("Accurate Group" or "we") collect, share, store, and use your Personal Information, whether we obtain the information from you or your financial, insurance or real estate services provider ("Provider"). We may obtain your information when you communicate with us in person, by email or telephone, or otherwise, and when you access or use our websites or other technology including mobile applications. Personal Information is information protected under Federal or state law that identifies, describes, relates to, is associated with, or is linked to a consumer. Personal information does not include (a) publicly available information, which includes information that is lawfully made available from federal, state, or local government records or (b) information that is de-identified, anonymized, pseudonymized or aggregated such that it is no longer attributable to you without additional information.

This Policy applies to our use and handling of Personal Information of all of our current and former customers from the date of this Policy until revised. If you are a former customer, we maintain the confidentiality of your Personal Information as if you were still a customer.

### I. Your Consent to this Privacy Policy

Please read this Policy carefully. The practices described herein are subject to the laws in the places in which we operate.

BY SUBMITTING PERSONAL INFORMATION INCLUDING BROWSING INFORMATION TO ACCURATE GROUP OR BY ACCESSING OR USING OUR APPLICATIONS (INCLUDING MOBILE APPS), PRODUCTS, SERVICES OR WEBSITES, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS POLICY AND YOU CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY.

WE MAY CHANGE THIS POLICY AT ANY TIME CONSISTENT WITH APPLICABLE PRIVACY LAWS. THIS POLICY'S EFFECTIVE DATE REFLECTS THE LAST DATE CHANGES WERE MADE. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE APPLICATIONS, WEBSITES, OR PRODUCTS, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED POLICY HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS POLICY.

<sup>&</sup>lt;sup>1</sup> Accurate Group, LLC doing business as Accurate Title Group, LLC (Florida), Accurate Group of Indiana, LLC, Accurate Group of Illinois, LLC and Accurate Group of New Hampshire. "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity. "Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. Accurate Group's Affiliates include The Accurate Group of Texas, LLC, Accurate Group Agency, LLC, Accurate Settlement Group, LLC, Coast to Coast Title & Escrow, LLC, eMerge Property Solutions, LLC, and Arrowbase Technologies, Inc.

Our applications and websites may contain links to third-party websites and services. Such links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly recommend you review. This Privacy Notice applies to our Applications and Websites only, and we do not accept any responsibility or liability for the policies or practices of any third parties.

### II. Type of Information We Collect about You

Through your communications with us and our communications with third parties, we may collect information within the following categories from you:

- *identity Information* including but not limited to name, alias, Social Security Number, driver's license, passport, or other government ID number, license plate number, unique online identifier, username and password, social media handle,
- *contact information* including but not limited to postal address, street address, email address, IP address, phone number,
- *demographic information* including but not limited to protected characteristics under federal and state law, such as age, sex, gender, race, and ethnicity,
- *financial account information* including but not limited to loan or bank account information (e.g., account name and/or account number), credit, or debit card number, card expiration date, CVC2, CVV2, financial information, insurance policy number,
- biometric information such as fingerprints and temperature reading,
- geolocation data such as your time zone, latitude and longitude, computer or mobile device location,
- audio, electronic, visual, and thermal information including telephone recordings, electronic communication records, security camera footage from our offices,
- professional or employment-related information such as your work history, salary history, and education history,
- Internet or other electronic network activity information and online behavioral data including, but not limited to, browsing history, search history, Internet Protocol (IP) address and operating system, log data, browser type and version, language, and type, browser settings, operating systems and platform, device type, device-specific information (such as your hardware model, operating system version, and unique device identifiers) operating information, mobile carrier, domain name system requests, and information regarding your interaction with an Internet website, application, or advertisement, page response time and download errors,
- *commercial information* including records of products or services purchased, obtained, or considered, and other purchasing and consuming histories and tendencies.

#### III. How We Collect Your Information

We collect your information in three ways:

Directly from you when you access or use our applications, websites, or products, or when you communicate with us in any manner, including but not limited to:

- Information you provide by filling forms in person or electronically through our applications and/or websites, including information provided at the time of registering for any product or event, posting material or requesting further services or information,
- Information you provide when you access or use our products,
- Information you provide when you report a problem with our applications or websites,
- Records and copies of your correspondence if you contact us,
- Your responses to surveys that we might ask you to complete,

- Details of transactions you carry out through our applications, websites, and the conduct of transactions, and
- Your search queries on our websites.

*Automatically* when you access or use our applications, websites, or products, or when you communicate with us, including but not limited to:

- Details of your visits to the websites and applications, including traffic data, location data, logs and other communication data,
- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type, and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

#### From third parties including but not limited to:

- the orders you or your representatives or your financial, insurance or real estate services providers transact on our systems,
- Data analytics providers for the purpose of receiving statistical data about your activity on our websites and applications,
- Social media networks for the purpose of collecting certain of your social media profile information and activity including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform,
- Third Party Service Providers including but not limited to internet service providers, fraud prevention services, and related partners, and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the websites and applications, and to provide you with our products and services.

#### IV. Use of the Information We Collect

We use the personal information and other information we collect to

- provide the products and services you or your financial, insurance or real estate services provider request and the applications and websites that may facilitate delivery and production of our services,
- improve our products and services and to develop new products and services that may be of interest to our clients and their customers,
- operate our business and the applications and websites, including access management, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes,
- facilitate payment processing,
- optimize content for your device,
- associate your device identifiers with your account(s), Information about online activity on our websites, in order to make them more usable, for system administration, troubleshooting, fraud investigation, and website improvement,
- enforce compliance with our Standard Terms of Use and protect the integrity and maintain security of our business, applications, websites, and products and to protect against identity theft and fraud,
- provide reports to our clients concerning their activities on our system,
- communicate with you about our, our affiliates', and others' products and services, jointly or independently,
- help solve and respond to any issues you might be facing and address any claims,
- provide information to our representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, or security requirements in reliance on our legitimate interests.

We will not attempt to re-identify de-identified data.

### V. Retention, Protection and Disposal of Personal Information

We store personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. No system can guarantee the complete security of your information, however, we take commercially reasonable steps to ensure your information is protected consistent with all applicable laws and regulations, as appropriate to the sensitivity of your information. If we dispose of your personal information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

### VI. Sharing Personal Information

We may disclose or share your information with our affiliates to facilitate your use of our applications, websites, and products, and to aid our operations by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity. We do not share Personal information with nonaffiliated companies unless you have given us directly or through your financial, insurance or real estate services provider permission to do so or unless it is necessary to maintain your business or service your transaction. We may obtain your consent in writing; online, through "clickthrough" agreements; when you accept the terms of use on our applications or websites; orally, either in person or on the phone; or by other means. We may use certain companies, including but not limited to internet service providers, data analytics providers, government entities, operating systems and platforms, some of which may be offshore or in foreign jurisdictions, to perform services on our behalf and at our direction to help us communicate with you, or to help us offer or provide products or services to you in connection with your transaction. In these circumstances, we have written agreements that require the parties with whom we may share your Personal Information to keep it safe and confidential and to use it only for the purposes we specify. When entering into an agreement to provide services to any financial institution we contractually agree that personal information will not be sold. Nor will we share that personal information with any other party including our affiliates for purposes that are not related to providing services.

We may share your personal information with regulators, law enforcement and other authorities in connection with an investigation, subpoena, or court order or in the good faith belief that such disclosure is necessary to comply with legal process or applicable laws or to protect our rights or property, or the rights, property or safety of our employees or the public. We may also share your personal information when we have a good faith or reasonable belief that access, use, preservation or disclosure of such information is necessary to protect or assert our legal rights or interests, to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government, and to protect users of our applications, websites, and products and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

#### VII. We Do Not Sell Your Personal Information

We do not permit list brokers, mail-order businesses, telemarketers, or other marketing companies to contact you to promote their products or services, and we do not sell, lend, or give out your personal information for this purpose. We may, however, transfer Personal Information to a third party as an asset that is part of a merger, acquisition, or other transaction in which the third party assumes control of all or part of our business provided that your Personal Information will continue to be protected consistent with this policy.

### VIII. Third Party Tracking / Do Not Track

Our websites and applications may collect information about your online activities. When you use our websites and applications, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a "Do Not Track" feature, which is intended to inform websites that you do not wish to be tracked across different websites you visit. Our Websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal.

### IX. Cookies and Related Technology

Browser cookies, beacons, pixel tags, scripts, and other similar technologies may be deployed by us to support our applications, websites and products. A cookie is a piece of information in a small text file that may be stored in your Internet browser or on your hard drive to improve your user experience and to help us to improve our technology and services. Cookies are transferred from our websites and applications to your computer or device and allow us to identify your computer or device whenever you connect to our application or website. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers allow users to manage cookie behavior. If you disable cookies, please be aware that some of the features of our applications or websites may not function correctly. To find out more on how to manage and delete cookies, you can visit www.aboutcookies.org. We may also use analytic software, such as Google Analytics and others, to help better understand how our Applications and Websites function on your device(s) and for other analytical purposes

### X. Social Media Integration

Our applications, websites, and products may contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

### XI. Information for Minors, International Users, and Users in Specific States

#### A. Minors

Accurate Group websites and mobile applications are not intended or designed to attract persons under the age of eighteen. We do not knowingly collect information from persons we know to be under the age of eighteen without permission from a parent or guardian.

#### B. International Users

If you reside outside the United States and choose to provide personal information including browsing Information to us, please note that we may transfer such information outside of your country of residence. By providing us with your personal information including any browsing Information, you consent to our

collection, transfer, and use of such information in accordance with this Privacy Notice. If your use of our applications, websites, or products would be unlawful in your jurisdiction, you may not use our applications, websites, or products.

#### C. For California Consumers

Under the California Consumer Privacy Act of 2018 and its implementing regulations, you have a Right to Know, Right to Delete, and Right to Non-Discrimination.

California consumers are entitled to know about their Personal Information that we collect, use, disclose or sell. We will not share your Personal Information with nonaffiliated third parties, except as permitted by California law. California consumers may submit a request to us that we identify to you the categories and specific items of Personal Information about you that we collected, used, disclosed or sold.

California consumers may also request that we delete your Personal Information. You may make such requests by calling our Customer Service Department toll-free at 888-258-5757 or by contacting us through our website at http://www.accurategroup.com/company/contacts/. We may request additional information from you or your authorized agent with which to verify your identity for the security of such requests and we may exercise our rights under applicable law to not fulfill your request. If you use an authorized agent to make a request, we will require you to provide written authorization to the agent and allow us to confirm the identity of the agent.

We will not discriminate against California Consumers for exercising any of their rights under the California Consumer Privacy Act.

California Minors. If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our applications or websites. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <a href="http://www.accurategroup.com/company/contacts/">http://www.accurategroup.com/company/contacts/</a> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### D. For Colorado Consumers

Under Colorado's Consumer Privacy Act ("CPA"), which goes into effect July 1, 2023, Colorado residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in "targeted advertising" as that term is defined in the CPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in "How we Collect your Information" and Use of Information." We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances. If you are a resident of Colorado, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the CPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at http://www.accurategroup.com/company/contacts/ with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### E. For Connecticut Consumers

Under Connecticut's Data Privacy Act ("CTDPA"), which goes into effect July 1, 2023, Connecticut residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in "targeted advertising" as that term is defined in the CPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in "How we Collect your Information" and Use of Information." We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances. If you are a resident of Connecticut, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the CTDPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <a href="http://www.accurategroup.com/company/contacts/">http://www.accurategroup.com/company/contacts/</a> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### F. For Nevada Consumers

Nevada Consumers may be placed on our internal Do Not Call List by contacting our Customer Service Department toll-free at 888-258-5757 or by contacting us through our website at http://www.accurategroup.com/company/contacts/. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General,

555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

#### G. For Oregon Consumers

We will not share your Personal Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

#### H. For Vermont Consumers

We will not disclose information about your creditworthiness to our affiliates and we will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### I. For Virginia Consumers

Under Virginia's Consumer Data Protection Act ("VaCDPA"), which goes into effect January 1, 2023, Virginia residents have certain rights with respect to collection, use, and sharing of their personal data. Company does not sell your personal data and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law.

Also, we do not engage in profiling in furtherance of decisions that produce legal or similarly significant effects. Company does not engage in "targeted advertising" as that term is defined in the VaCDPA. Company collects various categories of personal data when performing services, including identifiers, commercial information, internet or other electronic network or device activity information, geolocation data, and professional information.

A more detailed description of the information Company collects and how we use it is provided above in "How we Collect your Information" and Use of Information." We describe above in Section VI the categories of third parties with whom we share personal data, and what information may be shared under different circumstances. If you are a resident of Connecticut, starting July 1, 2023 you will have the right to (1) request to know what personal data has been collected about you, and to access that information; (2) request to correct inaccuracies in your personal data; (3) request deletion of your personal data, though exceptions under the VaCDPA and other laws may allow us to retain and use certain personal data notwithstanding your deletion request; and (4) obtain a copy of your personal data. To make such a request, please call our Customer Service Department toll-free at 888-258-5757 or contact us through our website at <a href="http://www.accurategroup.com/company/contacts/">http://www.accurategroup.com/company/contacts/</a> with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

## XII. Right of Correction

Regardless of where you live, you may submit a request that we correct or update the information we have about you.

## Contact Us

csr@AccurateGroup.com or toll free at 888-258-5757

Revised December 16, 2022

# **STOP**

## **Important Printing Instructions for Closing Package**

- Print 2 copies of this package
- All documents must be single-sided
- Documents printed on both sides will be rejected and the borrower(s) will have to re-sign
- The first set of documents will be used to conduct the closing and obtain the borrower's signature
- From the second set of documents, provide the following items to the borrower for their records and discard the remaining items in the branch shred bin

<b>Customer Copy</b>
Acknowledgment of Receipt of Appraisal Report
Notice of Right to Cancel (2 copies)
Special Insurance Disclosure
Personal Credit Line Agreement and Disclosure Statement
Mortgage / Deed of Trust
State Disclosures (if applicable)
Errors and Omissions / Compliance Agreement
Notice of Right to Cancel
Personal Credit Line Credit Card Request Form (if applicable)
Home Equity Line of Credit Authorization to Pay
Payoff Letter (2 copies, if applicable)
Privacy Policy Notice
FACT Act Notice
Signature Name Affidavit
Customer Communication Disclosure
Written Error Resolution Notice

Refer to the Closing Checklist for additional details on closing instructions.

Immediately after closing, send entire loan document package via UPS to: File Room 5555 Cleveland Ave GW1N12 Columbus, OH 43231

## **Credit Line Closing Checklist**

€**×** 20073.26

### **Home Equity Personal Credit Line**

Customer Name: JAMES ALAN RUDD II	Account #: 00083531517				
Banking Office: CONSUMER DIRECT	Date of Loan: <b>JUNE 11, 2025</b>				
<ol> <li>Scan all pages of loan package using MFD-Encapture-Lea</li> <li>Immediately after closing, send entire loan document p Columbus, OH 43231</li> </ol>	ccuracy Advocate review and initial (include checklist in the file). approg (Type Netox Account Number) backage via UPS to: File Room 5555 Cleveland Ave GW1N12				
	age Completion				
☐ Original Home Equity Line of Credit Mortgage or Deed of Trust - signed as prepared, dated & notarized	☐ Other documents (if applicable) ☐ Original Power of Attorney ☐ Original or copy of death certificate ☐ Original Quit Claim Deed ☐ Cert. of Trust Existence & Authority (MI only) ☐ Authorization to Pay (creditors)				
Closing D	Occuments				
<ul> <li>☐ Home Equity Line of Credit Authorization to Pay (if applicable) - Do Not Alter</li> <li>☐ Signed &amp; dated by all borrowers</li> <li>☐ PCL Agreement &amp; Disclosure Statement (bank &amp; file copy)</li> </ul>	□ Errors and Omissions / Compliance Agreement - signed by borrower(s) and collateral/property owner(s) □ Notarized if applicable □ USA PATRIOT ACT Account Opening ID WS (POA				
<ul><li>☐ Agreement has not been altered</li><li>☐ Signed &amp; dated by all borrowers</li></ul>	ONLY)  Completed and signed by closing agent/banker (if applicable)				
☐ Amendment to Personal Credit Line Agreement ☐ Agreement has not been altered ☐ Signed & dated by all borrowers	☐ Special Insurance Disclosure - signed & dated ☐ Personal Credit Line Credit Card Request Form - signed & dated (if applicable) Do Not Alter				
☐ Uniform Residential Loan Application - signed & dated Joint applications require each customer to acknowledge joint intent by signing the top of the first page of the application.	<ul> <li>☐ Outstanding Underwriter Stipulations Checklist</li> <li>☐ Required Payoff Letters signed by customer.</li> <li>☐ Homeowners Insurance Verification - declarations page</li> </ul>				
☐ Certificate of Trust ☐ Signed & dated as prepared	HNB must be listed as loss/payee: The Huntington National Bank, ISAOA/ATIMA, P.O. Box 5072 Troy, MI 48007-5072				
<ul> <li>□ Notice of Right to Cancel- signed by owners who lives in or intends to live in property (if secured by primary residence)</li> <li>□ Signature/Name Affidavit - signed, dated, &amp; notarized</li> </ul>	☐ Flood Insurance binder (if applicable) & Signed - "Notice to Borrower of Property in Flood Area" returned back with package				
<ul> <li>□ Acknowledgment of Receipt of Appraisal Report - (if applicable, signed &amp; dated as prepared)</li> <li>□ Borrower's Certification &amp; Authorization - signed &amp; dated</li> </ul>	□ Automatic Payment Authorization (if applicable) - signed & dated				
	Prior to closing, POAs, Trusts & Guardianship must be forwarded to Underwriting to be reviewed and approved by Legal.				
	ng Documents				
□ Voice Card Acknowledgment Form (if applicable) - signed & dated	O				

## Scan the completed closing package using the MFD - Leapfrog

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

### **Home Equity Personal Credit Line**

State Specific C	closing Documents
FLORIDA	MICHIGAN
☐ Insurance Anti-Coercion Statement	☐ MI Addendum to Homestead and Dower Waiver - if
☐ Documentary Stamp Tax & Intangible Tax Fee disclosed on	applicable
PCL Agreement. Official check for Doc Stamps &	WEST VIRGINIA
Intangible Tax must be attached to original mortgage and	☐ WV Collateral Protection Insurance Disclosure - signed as
sent to KY8030 Collateral.	prepared
ILLINOIS	WISCONSIN
☐ Illinois Collateral Protection Act Notice - signed as prepared	☐ Explanation of Personal Obligation (only for loan amounts
KENTUCKY	less than \$25,000) - provide to customer
☐ KY Fair Housing Disclosure	☐ WI Addendum to Loan Application (only for loans less than
☐ KY Homeownership Protection Center Notification to	\$25,000 in 2 <sup>nd</sup> lien position) - signed as prepared
Homeowners	
Title Company Closings	Broker Loans
☐ Closing Service fee disclosed on PCL Agreement	☐ Borrower-paid broker fee disclosed on PCL Agreement
☐ Courier/Express Mail fee disclosed on PCL Agreement	
☐ If Title Company is filing our mortgage, "True and Certified"	
stamped copy in file	
HNB Listed as Loss Payee? Y / N (Must be listed correctly or	n the insurance declarations page.)
Address listed on policy as: The Huntington National Ba	nk, ISAOA/ATIMA, P.O. Box 5072 Troy, MI 48007-5072
Personal Banker	Loan Accuracy Advocate
Print Name	Initials



RUDD II Loan #: 00083531517 Serv. #: 5012662499

- 1. Your Right to Cancel. We have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage, lien or security interest on/in your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three (3) business days from whichever of the following events occurs last:
  - (1) the date of the transaction, which is **JUNE 11**, **2025**; or
  - (2) the date you received your Truth-in-Lending disclosures; or
  - (3) the date you received this notice of your right to cancel the account.

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- BORROWER - JAMES ALAN RUDD II - DATE -

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

Notice of Right to Cancel (G5) (Multistate)



RUDD II Loan #: 00083531517 Serv. #: 5012662499

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ERICA LYNN RUDD, AS TRUSTEE OF THE RUDD FAMILY REVOCABLE LIVING TRUST DATED MARCH 6, 2025 - DATE -

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## THE HUNTINGTON NATIONAL BANK SPECIAL INSURANCE DISCLOSURES

Please Read Carefully

RUDD II Loan #: 00083531517

Serv. #: 5012662499

In this document, the words "we", "us", "our", or "the bank" mean **THE HUNTINGTON NATIONAL BANK**. The words "you" or "your" mean the person purchasing an insurance product or annuity, and, if applying for a loan, the loan applicant or borrower.

In connection with your credit application, we advise you of the following:

- You need not purchase insurance from the bank or an affiliate of the bank and your purchase of
  insurance from us will not in any way affect current or future credit decisions.
- The bank may not condition the extension of credit you are applying for on whether you purchase an insurance product or annuity from the bank or the bank's affiliate.
- The bank may not condition the extension of credit you are applying for on your agreement not
  to obtain, or a prohibition on your obtaining, an insurance product or annuity from an entity not
  affiliated with the bank.

Insurance products and annuities:

- Are not a deposit or other obligation of, or guaranteed by, the bank or any affiliate of the bank.
- Are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, the bank, or any affiliate of the bank;
- If variable annuities or variable life insurance, involve investment risk, including the possible loss of value.

Please sign to acknowledge receipt of these disclosures:

- BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)

rev 01/07



#### PERSONAL CREDIT LINE

Agreement and Disclosure Statement - Secured

RUDD II Loan #: 00083531517 Serv. #: 5012662499

This agreement ("Agreement") states the terms of your Personal Credit Line account. As used in this Agreement, "you" and "your" mean each person who signs this Agreement as a customer. If there is more than one customer, each of you is responsible both individually and jointly for all the obligations under this Agreement. "We", "us" and "our" mean The Huntington National Bank, with its main office in Columbus, Ohio. "Credit Card" means any credit card we issue to access this account.

#### **GOVERNING LAW**

All interest, fees and other amounts charged or accruing in connection with this Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC § 85; 12 CFR 7.4001(a)) shall be governed by and interpreted under Ohio law. In all other respects, this Agreement shall be governed by and interpreted under federal law and, to the extent not preempted by federal law, the law of the State where the real property securing this Agreement is located, without regard to principles of choice of law or conflict of law. If applicable law makes part of this Agreement void, the other terms will still be enforceable.

Date Of This Agreement: JUNE 11, 2025

Credit Limit: \$321,000.00

Draw Period: Begins on the date of this Agreement or, if there is a rescission period, after the end of the rescission period. Ends on the last day of the monthly statement period 120 months after the date of this Agreement, unless ended earlier as provided in this Agreement.

First Payment Due Date: You have elected to have your payment due date fall on the 20TH day of the month. Your first payment is scheduled to be due on AUGUST 20, 2025. The first monthly payment will be due on the elected due date in the month that first occurs at least 25 days after this Agreement begins to accrue interest. The first monthly statement period begins on the date this Agreement begins to accrue interest and ends 25 days prior to the scheduled first payment due date. If, for any reason, there is a delay in the Agreement accruing interest which results in fewer than 25 days between the date this Agreement begins to accrue interest and the scheduled first payment due date, your first monthly payment will not be due until the same date in the following month.

Repayment Period: Begins at the end of the Draw Period. Ends on the payment due date for the 240TH monthly statement period after the end of the Draw Period.

Maturity Date: The payment due date for the 240TH monthly statement period in the Repayment Period.

Margin For Primary Line Feature: 0.740 percentage points

Beginning Rate For Primary Line Feature:

☑ If this box is checked, the beginning <u>ANNUAL PERCENTAGE RATE</u> and the daily periodic rate are based on the index described in Section 2.6(c) and the margin shown immediately above. These rates are not available until the next-to-last business day of the first monthly statement period. The current <u>ANNUAL PERCENTAGE RATE</u> for the Primary Line Feature is 8.240% (0.023% daily periodic rate).

☐ If this box is checked, the beginning <u>ANNUAL PERCENTAGE RATE</u> for the Primary Line Feature is 8.240% (0.023% daily periodic rate). This is an introductory rate that is not based on the index described in Section 2.6(c) and the margin shown immediately above, which are used to make later rate changes. If it had been, it would have been an <u>ANNUAL PERCENTAGE RATE</u> of 11.990% (0.033% daily periodic rate). This introductory rate will be in effect until the Rate Change Begin Month as set forth immediately below.

Rate Change Begin Month: 07 - 2025 (month) (year)

Minimum Rate For Primary Line Feature: ANNUAL PERCENTAGE RATE of 2.960%

Maximum Rate For Primary Line Feature or any Personal Selection Feature: ANNUAL PERCENTAGE RATE of 18.000%

Minimum Monthly Payment Election For Draw Period:

☐ Percentage of Principal Plus Interest

THE HUNTINGTON NATIONAL BANK (NMLS#: 402436) | WILLIAM PAUL FISHER (NMLS#: 174687)



Margin For Personal Selection Features: 4.490 percentage points

Annual Percentage Rate For Personal Selection Feature: The annual percentage rate for a Personal Selection Feature will be determined at the time the feature is set up as provided in Section 1.1 and will be determined based on the index described in Section 2.7(b) and the Margin For Personal Selection Features set forth immediately above. A Personal Selection Feature set up on the date of this Agreement would have an **ANNUAL PERCENTAGE RATE** of 8.291% (0.023% daily periodic rate). The annual percentage rate at the time a Personal Selection Feature is set up may be more or less than this rate.

Minimum Rate For Personal Selection Feature: ANNUAL PERCENTAGE RATE of 5.490%

Account Fees: You agree to pay the following fees that are applicable to your account as indicated where we have checked the applicable box. These fees will be debited to your account when due:

- ⊠ Annual Fee: \$60.00
- ☑ Over Line Fee: Subject to the limit in Section 1.8(d), for any monthly statement period for which the total outstanding balance of your account exceeds your Credit Limit by more than 1.25% of the Credit Limit, determined as of the closing date of that monthly statement period: \$30.00.
- ∠ Late Fee: For each minimum payment that we do not receive within 10 days after the due date for that payment: \$30.00.
- ⊠ Returned Item Fee: Each time you pay us with a check, money order, preauthorized charge or other item that is returned to us unpaid: \$30.00.
- ☑ Stop Payment Fee: Each time you place a stop payment order on any Personal Credit Line Check you have written on your account: \$30.00.
- ☑ Personal Selection Feature Set-Up Fee: For each Personal Selection Feature that you request and we agree to set up: \$75.00. FINANCE CHARGE
- ☑ Personal Selection Feature Conversion Fee: For converting any Personal Selection Feature balance back to the Primary Line Feature balance: \$100.00. FINANCE CHARGE
- ☑ Document Copy Fee: \$5.00 per page for copies of account documents (such as copies of statements or checks), except for documents in connection with a billing error dispute.
- ☑ Research Fee: \$25.00 per hour for research you request in connection with your account, except for research in connection with a billing error dispute.
- ⊠ Release: Upon payment of all sums due under this Agreement and termination of your Personal Credit Line, Lender shall release the Security Instrument or request any Trustee under such Security Instrument to reconvey the real property securing your account to you. You shall pay any recordation costs, unless prohibited by Applicable Law. Lender or Trustee may charge you a fee for releasing the Security Instrument or reconveying the real property, but only if the fee is paid to the Trustee or a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Real Property Securing This Agreement:

307 RUDD RD, RIDGEVILLE, SC 29472

Other Property Securing This Agreement:

Account Opening Charges: The following finance and other charges will be debited to your account at the time of the opening of the account:

FINANCE CHARGE Related to Account Opening:

Real Property Fees Imposed by Third Parties:

**NOTICE:** This Personal Credit Line Agreement is contained on 11 (eleven) numbered pages. All of the provisions on all pages are a part of this Agreement.

#### Acknowledgment

By signing this Agreement, each of you is telling us:

- That each of you has received a copy of all of the pages of this Agreement.
- That each of you has read the entire Agreement.
- That we have given each of you the chance to ask any questions you may have about this Agreement.
- That each of you agrees to comply with all of the terms and conditions of this Agreement.
- That our employees or agents have not told you anything that disagrees with the terms of this written Agreement.
- That you received a copy of our Customer Information Privacy Notice.

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#### 1. SETTING UP YOUR ACCOUNT AND GETTING FUNDS

#### 1.1 Multiple Features.

- (a) Account Structure. Your Personal Credit Line account consists of a primary credit line portion (the "Primary Line Feature") and as many optional subaccounts that you request and we agree to set up (each being a "Personal Selection Feature"). All advances and purchases for your account will be posted to the Primary Line Feature. The total outstanding balance of your account includes all balances in the Primary Line Feature and all Personal Selection Features. We may decide not to set up any Personal Selection Feature(s) you request, and we may from time to time suspend the offering of Personal Selection Features.
- (b) Types Of Personal Selection Features. We offer two types of Personal Selection Features: (i) a Fixed-Payment Personal Selection Feature, and (ii) an Interest-Only Personal Selection Feature.
- (c) Fixed-Payment Personal Selection Features. For balances in a Fixed-Payment Personal Selection Feature, we provide a fixed monthly payment amount payable over a term that you choose and a fixed annual percentage rate. You may choose any of the following number of months for the term of a Fixed-Payment Personal Selection Feature: 12, 24, 36, 48, 60, 72, 84, 96, 108, 120, 180 or 240. Fixed-Payment Personal Selection Features can only be set up prior to three (3) months before the end of the Draw Period.
- (d) Interest-Only Personal Selection Features. For balances in an Interest-Only Personal Selection Feature, we provide a fixed annual percentage rate over a time period that you choose and an interest-only payment amount. You may choose any of the following number of months as the time period for which the fixed annual percentage rate will apply: 12, 36, 60 or 84. We call this the "Fixed-Rate Period," but the selected period for the fixed annual percentage rate is only available if it ends before the end of the Draw Period. Once the Fixed-Rate Period ends, the Interest-Only Personal Selection Feature will continue until the earlier of payoff of the balance in that Interest-Only Personal Selection Feature or the end of the Draw Period. After the Fixed-Rate Period ends, the annual percentage rate for the Interest-Only Personal Selection Feature will be a variable rate. If there is still a balance in the Interest-Only Personal Selection Feature at or near the end of the Draw Period (as we determine), we will transfer that balance to the Primary Line Feature at that time.
- (e) Set Up Of Personal Selection Features. In order for us to set up a Personal Selection Feature, you must request us to do so, tell us which type of Personal Selection Feature you are requesting, and sign any documents we require in connection with setting it up. Once that is done and we approve setting up the Personal Selection Feature, we will transfer the amount identified in your request from the Primary Line Feature to the Personal Selection Feature. This amount may represent advances or purchases or both from the Primary Line Feature, as we determine. The minimum amount to set up a Personal Selection Feature is \$2,500.00. Only one amount may be transferred to any one Personal Selection Feature. Additional amounts may not be added to a Personal Selection Feature. We will charge a Personal Selection Feature set-up fee as shown on the second page of this Agreement for each Personal Selection Feature that we set up.
- (f) Converting Personal Selection Feature Balances To Primary Line Feature. At your request, subject to our approval, we will terminate a Personal Selection Feature and transfer the balance in that Personal Selection Feature to the Primary Line Feature. You agree to sign any documents we require in connection with the conversion. We will charge a Personal Selection Feature conversion fee as shown on the second page of this Agreement for each Personal Selection Feature that we terminate at your request. This conversion fee does not apply to any balance we transfer from an Interest-Only Personal Selection Feature to the Primary Line Feature pursuant to Section 1.1(d).

#### 1.2 Draw Period and Repayment Period.

- (a) Term Of Draw Period. The "Draw Period" is the period of time that you will be able to use this account to obtain advances or make purchases. The length of the Draw Period for your account is shown on the first page of this Agreement.
- (b) Beginning Of Draw Period. The Draw Period begins on the date of this Agreement shown on the first page of this Agreement. However, if there is a rescission period required by applicable law starting on the date of this Agreement, the Draw Period begins at the end of that rescission period.
- (c) Draw Period Not Extended. The length of the Draw Period is not extended or otherwise affected by any of the following:
  - Any period of time during which your Credit Limit is suspended or reduced by you or by us.
  - The establishment of any Personal Selection Feature.
- (d) End Of Draw Period. After the end of the Draw Period, you will no longer be able to use this account to obtain advances or make purchases. At the end of the Draw Period, you must destroy (or give us back if we ask you to) any access devices (such as checks or credit cards) we gave you for this account.
- (e) Repayment Period. The scheduled length of the Repayment Period is shown on the first page of this Agreement, and begins at the end of the Draw Period. You must pay off the total outstanding balance of the account during the Repayment Period.

#### 1.3 Advances and Purchases.

- (a) Our Agreement. We agree to loan you funds during the Draw Period to the full amount of your Credit Limit, less any finance charges or other charges that we include in the total outstanding balance of your account. We agree to do this either by making advances to you or by paying for purchases that you make from merchants which honor your Credit Card issued for this account. Our agreement to make these advances to you or allow you to make purchases is subject to all of the terms of this Agreement.
- (b) Advances. Subject to all of the terms of this Agreement, you can use your account to obtain advances in any of the following ways:
  - By writing Personal Credit Line Checks.
  - By using your Credit Card issued for this account to obtain cash advances from any of our offices or other financial institutions that honor your Credit Card or from any automated teller machine that accepts your Credit Card.
  - By directing us to pay-off existing loan(s) and transfer the balance(s) to this account.
  - By using your account to make transfers to other deposit accounts you may have with us though our online service.
  - By any other access device or other means of access which we authorize or allow.

We may from time to time post debits to your account as advances.

- (c) Purchases. Subject to all of the terms of this Agreement, you can use your Credit Card issued with this account to purchase goods and services from merchants who honor your Credit Card. We may from time to time post debits to your account as purchases.
- (d) Multiple Account Owners. Any one of you may individually use your Personal Credit Line Checks, Credit Card, or any other access device or other means we authorize or allow to obtain advances or make purchases. We are not able to honor any request to require more than one of you to sign Personal Credit Line Checks or otherwise authorize an advance or purchase.
- (e) Refusal To Accept. We will not be liable to you or anyone else if anyone refuses to accept your Personal Credit Line Checks or Credit Card or any other access device or means of access. If any automated teller machine runs out of cash or receipts, or does not work properly, we are not liable, except for any billing error.
- (f) Limitations. Financial institutions (including us) or merchants that honor credit cards or that operate automated teller machines ("ATM") may have limits on the number or dollar amount of transactions during any period of time. These limits may apply when you use your Credit Card at these financial institutions or merchants. Any advance requested in cash at an ATM or otherwise is subject to availability of cash at the facility at which the advance is requested.
- (g) Fees Charged By Others. If you use your Credit Card to obtain advances at an ATM that is not ours, you may be charged a fee by the ATM operator or any network used. In addition, you may be charged fees by other third parties for use of your Credit Card or other access device or means of access, such as (i) for purchases at stores or merchants, and (ii) for obtaining advances at banks, financial institutions or other businesses that honor your Credit Card.
- (h) Payments On This Account. You are not permitted to use Personal Credit Line Checks, your Credit Card or any other access device or means of access to make payments due on this account.

#### 1.4 Personal Credit Line Checks.

- (a) **Prohibition.** You are not permitted to write postdated Personal Credit Line Checks.
- (b) Cash Advances. All Personal Credit Line Checks you write are cash advances, even if you write one to a merchant or anyone else to purchase goods or

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services.

#### 1.5 Credit Card.

We may issue a Credit Card for this account at our discretion, but we are not required to do so. If we do not issue any Credit Card for this account, the references in this Agreement to "Credit Card" are of no effect. If we do issue a Credit Card for this account, it is solely as an optional access device that we may terminate at any time and for any reason without otherwise affecting this Agreement or your ability to obtain advances by other means.

#### 1.6 Transferred Balances.

If we open this account for you in order to replace an existing account, you authorize us to transfer the balances and any trailing activity on the existing account to this account.

#### 1.7 Promise To Pay.

You promise to pay for all advances, purchases, finance charges, other charges and any other balances on your account when due in accordance with the terms of this Agreement. You agree to this if the funds are obtained or the charges are incurred by you or any other person that you authorize. You agree to this even if the person you authorize exceeds your authority. If you authorize another person to use your Credit Card or Personal Credit Line Checks or any other access device or means of access and you want to terminate that person's authority, you must recover the Credit Card, Personal Credit Line Checks or other access device from that person or otherwise terminate that person's means of access.

#### 1.8 Credit Limit

- (a) Amount. We show the amount of your Credit Limit on the first page of this Agreement. We may also show it on your monthly statements. You agree not to let the total outstanding balance of your account go over your Credit Limit.
  - ) Account Balance. The total outstanding balance of your account is the sum of:
    - The amount or portion of all advances and purchases you have not repaid.
    - Any unpaid finance charges on your account.
    - Any unpaid other charges on your account.
    - Any other amounts due on your account.
- (c) Over Credit Limit. We do not have to permit any advance or pay for any purchase if it would cause the total outstanding balance of your account to go over your Credit Limit. If we allow the advance or purchase anyway, or if finance charges or fees put you over the Credit Limit, you must pay the amounts over the Credit Limit and any related finance charges and other charges at the time your next payment is due. See also Section 3.1(a).
- (d) Limit On Over Line Fee. We will not charge the Over Line fee for more than three (3) consecutive monthly statement periods. Once that limit is reached, we will not charge the Over Line fee again until the total outstanding balance of your account has been reduced below the amount that triggers the Over Line fee for at least one (1) monthly statement period.
- (e) Increases. If you want to increase your Credit Limit, all of you must sign the documents we require. Any increase is subject to our product availability, underwriting criteria, and other conditions we require.

#### 2. FINANCE CHARGE AND ANNUAL PERCENTAGE RATE

#### 2.1 Finance Charge Not Determined By Periodic Rate.

- (a) Finance Charge Related To Your Account. You agree to pay any finance charge related to your account, whether due at account opening that is shown on the second page of this Agreement or otherwise due under this Agreement.
- (b) Not In Annual Percentage Rate. Any finance charge not determined by the periodic rate will not be reflected in the annual percentage rate or rates applicable under this Agreement.

#### 2.2 Finance Charge Determined By Periodic Rate.

- (a) When Rate Begins. We charge a finance charge on each advance and purchase by applying a daily periodic rate. For advances, this finance charge begins on the date we make the advance. However, for any Personal Credit Line Check it begins on the date we pay the check. For purchases, the finance charge begins on the date the transaction is posted to your account. There is no grace period.
- (b) Rate We Charge. For each monthly statement period, we figure this finance charge separately for each of the following categories:
  - Advances in the Primary Line Feature.
  - Purchases in the Primary Line Feature.
  - Balances (whether purchases or advances) in each Personal Selection Feature.

For each monthly statement period, we will multiply a daily periodic rate times the average daily balance for each category times the number of days in the monthly statement period. The daily periodic rate for each category is 1/365th (1/366th for any leap year) of the **ANNUAL PERCENTAGE RATE** in effect for the monthly statement period for each category. We will round the daily periodic rate in the manner and to the number of decimal places that we determine.

#### 2.3 Average Daily Balance.

- (a) Ending Daily Balance. To calculate the average daily balance, we first determine the ending daily balance each day. We do this separately for each category identified in Section 2.2(b). To do this:
  - We start with the ending daily balance of each category from the previous day (on the first day of this account for the Primary Line Feature, and on the first day of any Personal Selection Feature, that amount is \$0).
  - We then add to each balance, as applicable, the new day's advances and purchases.
  - We then subtract from each balance, as applicable, the new day's payments and credits which are applied to such balance.
- (b) Averaging Method. We then add together the ending daily balances for each day in the monthly statement period (any credit balance is treated as zero for purposes of calculating the daily balances). We do this separately for each category identified in Section 2.2(b). We then divide the total for each category by the number of days in that monthly statement period. This gives us the average daily balance for each category.

#### 2.4 Annual Percentage Rate

The annual percentage rate or rates disclosed or used in this Agreement do not include costs other than interest.

#### 2.5 Maximum and Minimum Annual Percentage Rate.

- (a) Maximum Rate. The maximum rate for balances in the Primary Line Feature or any Personal Selection Feature is shown on the first page of this Agreement as the "Maximum Rate For Primary Line Feature or any Personal Section Feature." However, we will not permit the annual percentage rate to be, or increase to, a rate higher than permitted by applicable law.
- (b) Minimum Rate. The minimum rates for balances in the Primary Line Feature or any Personal Selection Feature are shown on the first two pages of this Agreement as the "Minimum Rate For Primary Line Feature" and the "Minimum Rate For Personal Section Feature." However, these minimum rates do not apply to the ANNUAL PERCENTAGE RATE shown on the first page of this Agreement as the "Beginning Rate For Primary Line Feature" if that rate is lower than the minimum rate.

#### 2.6 Annual Percentage Rate For Primary Line Feature.

(a) Beginning Annual Percentage Rate For Primary Line Feature. The annual percentage rate for the Primary Line Feature is a variable rate. The beginning annual percentage rate for the Primary Line Feature is shown on the first page of this Agreement as the "Beginning Rate for Primary Line Feature." This rate

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will apply until rate changes begin.

- (b) Index And Margin. We determine changes to the annual percentage rate for the Primary Line Feature by using an index. To change the rate, we determine the value of that index at certain times and add a certain number of percentage points to it. The number of percentage points we add to the index is called the "margin".
- (c) What Index We Use. The index that we use for the Primary Line Feature is the "Bank Prime Loan" rate published by the Board of Governors of the Federal Reserve System in its statistical release H.15 entitled "Selected Interest Rates". If more than one rate is shown for the "Bank Prime Loan" rate, we use the average of the rates that are shown.
- (d) What Margin We Use. The margin for the Primary Line Feature is shown on the first page of this Agreement as the "Margin For Primary Line Feature."
- (e) When We Change The Annual Percentage Rate. The annual percentage rate for the Primary Line Feature may change as often as monthly. Any change in the rate is effective on the first day of any monthly statement period and is effective for that entire monthly statement period. The first rate change applicable to the Primary Line Feature on your account will be for the monthly statement period that ends in the month shown as the "Rate Change Begin Month" on the first page of this Agreement.
- (f) How We Determine Annual Percentage Rate Changes. We determine the annual percentage rate effective for each monthly statement period for the Primary Line Feature by determining the value of the index as of the next-to-last business day of that monthly statement period. A "business day" for this purpose is any calendar day except a Saturday, a Sunday or a federal legal public holiday. We then add to that index value the margin for the Primary Line Feature for your account. This gives us the annual percentage rate applicable to the Primary Line Feature for that statement period.
- (g) Annual Percentage Rate Applicable For Draw Period And Repayment Period. The annual percentage rate for the Primary Line Feature is determined as described above for each monthly statement period in the Draw Period and in the Repayment Period.
- (h) Effect Of Annual Percentage Rate Increases. Any increase in the annual percentage rate for the Primary Line Feature will increase the amount of finance charge due and will thus increase the minimum monthly payment amount due for the Primary Line Feature.

#### 2.7 Annual Percentage Rate For Personal Selection Features.

- (a) Annual Percentage Rate. The annual percentage rate for any Personal Selection Feature is determined by the index and margin described in this Section 2.7. Different Personal Selection Features may have different rates.
- (b) What Index We Use. The index we use to determine the annual percentage rate for any Personal Selection Feature is based on the term of that Personal Selection Feature. For this purpose, the term is as follows:
  - (i) For a Fixed-Payment Personal Selection Feature it is the term we use to establish the monthly payment amount for that Personal Selection Feature pursuant to Section 1.1(c).
  - (ii) For an Interest-Only Personal Selection Feature it is the Fixed-Rate Period for that Personal Selection Feature as we determine pursuant to Section 1.1(d).

The index is the rate shown in the month column for interest rate swaps published by the Board of Governors of the Federal Reserve System in its statistical release H.15 entitled "Selected Interest Rates." The rate applicable to a particular Personal Selection Feature is the rate that corresponds to the term shown below:

Term of Personal Selection Feature	Use rate for			
Up to 36 months	3-year interest rate swaps			
Greater than 36 months up to 60 months	5-year interest rate swaps			
Greater than 60 months up to 120 months	7-year interest rate swaps			
Greater than 120 months	10-year interest rate swaps			

We use the applicable rate as published in the most recently available "Selected Interest Rates" as of the time we act on your request to establish a Personal Selection Feature.

- (c) What Margin We Use. The margin for any Personal Selection Feature which you request after you open your account is shown on the second page of this Agreement as the "Margin For Personal Selection Features."
- (d) How We Determine The Annual Percentage Rate. To determine the annual percentage rate for a Personal Selection Feature you request after you open your account, we first determine the index value as indicated in Section 2.7(b). We then add to that index value the margin as determined in Section 2.7(c). The resulting sum is the annual percentage rate for that Personal Selection Feature.
- (e) Fixed-Payment Personal Selection Features. Once the annual percentage rate is determined for a particular Fixed-Payment Personal Selection Feature, it will not change (except as provided in Section 2.8). The rate will be applicable for as long as there is any balance in that Fixed-Payment Personal Selection Feature.
- (f) Fixed-Rate Period For Interest-Only Personal Selection Features. Once the annual percentage rate is determined for a particular Interest-Only Personal Selection Feature, it will not change (except as provided in Section 2.8) during the Fixed-Rate Period applicable to that Interest-Only Personal Selection Feature (see Section 1.1(d)). The Fixed-Rate Period begins on the day the Interest-Only Personal Selection Feature is set up and continues through the end of the monthly statement period in which the number of months in the Fixed-Rate Period ends. For example, the duration of a 12-month Fixed-Rate Period will be the remaining number of days in the monthly statement period in which the Interest-Only Personal Selection Feature was set up plus the 12 following monthly statement periods.
- (g) After Fixed-Rate Period For Interest-Only Personal Selection Features. Beginning with the first monthly statement period after the end of the Fixed-Rate Period for any Interest-Only Personal Selection Feature that still has a balance at that time, the annual percentage rate for that Interest-Only Personal Selection Feature for each monthly statement period will be the same annual percentage rate that is applicable to the Primary Line Feature for that same statement period.
- (h) Effect Of Annual Percentage Rate Increases After Fixed-Rate Period. Any increase in the annual percentage rate for an Interest-Only Personal Selection Feature for monthly statement periods after the end of the Fixed-Rate Period will increase the amount of finance charge due and will thus increase the minimum monthly payment amount due for that Interest-Only Personal Selection Feature.

#### 2.8 Making Payments By Automatic Funds Transfer.

(a) Set Up Of Automatic Funds Transfer. You may have your monthly payments for this account made by automatic funds transfer from a checking account with us by completing our automatic funds transfer form. You may also set up automatic payments for this account through features we provide for your checking account, such as recurring payments through our online or telephone bill payment service.

#### 3. PAYMENTS

#### 3.1 Minimum Monthly Payment.

- a) Amount. You must make a minimum payment for each monthly statement period during the Draw Period and the Repayment Period until the Maturity Date. The payment due dates for the minimum monthly payments will be shown on the monthly billing statements. The minimum monthly payment amount due is the amount shown on the monthly billing statements. We compute this amount as the sum of:
  - The minimum monthly payment amount due for the Primary Line Feature for that monthly statement period as determined in Section 3.2.
  - The minimum monthly payment amount due for each Personal Selection Feature for that monthly statement period as determined in Section 3.3.

The following amounts must also be paid:

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- Any other fees or charges due.
- The amount of the total outstanding balance of your account which is over your Credit Limit as of the statement date.
- Any amounts we consider past due on your account.
- (b) Prepayments. You may pay more than your minimum monthly payment or pay us in full at any time. Partial prepayments will not affect your obligation to make minimum monthly payments when due.
- (c) Application Of Payments. We will apply all payments we receive to advances, purchases, finance charges, and other fees and charges, whether in the Primary Line Feature or in any Personal Selection Feature, in the order we determine.

#### 3.2 Minimum Monthly Payment Amount For Primary Line Feature.

- (a) Monthly Payment for Statement Periods During Draw Period. We determine the minimum monthly payment amount for the Primary Line Feature for each monthly statement period during the Draw Period by either of the following methods that you select as indicated on the first page of this Agreement:
  - Interest Only: The amount of periodic rate finance charges due for the Primary Line Feature for that monthly statement period.
  - Percentage of Principal Plus Interest: 0.42% of the outstanding principal balance in the Primary Line Feature as of the end of that monthly statement period, plus the amount of periodic rate finance charges due for the Primary Line Feature for that monthly statement period.

You may only change the above method that you selected for us to determine the minimum monthly payment if you and we agree in writing to the change.

- (b) Effect of Paying Only The Interest Only Minimum Amount During Draw Period. If you choose the Interest Only method of determining the minimum monthly payment amount and pay only that amount, you will not reduce the outstanding balance of advances and purchases in the Primary Line Feature during the Draw Period.
- (c) Monthly Payment For Statement Periods During Repayment Period. The minimum monthly payment amount for the Primary Line Feature for each monthly statement period during the Repayment Period is the greater of (i) 0.42% of the outstanding principal balance in the Primary Line Feature at the beginning of the Repayment Period, plus the amount of periodic rate finance charges due for the Primary Line Feature for that monthly statement period, or (ii) \$100. However, if the sum of the periodic finance charges due and the outstanding principal balance is less than \$100, the minimum monthly payment will be the amount of that sum. The outstanding principal balance will include the principal balance of any Interest-Only Personal Selection Feature we transfer to the Primary Line Feature at or near the end of the Draw Period.

#### 3.3 Minimum Monthly Payment Amount For Personal Selection Features.

- (a) Minimum Monthly Payment For Fixed-Payment Personal Selection Features. The minimum monthly payment amount for each Fixed-Payment Personal Selection Feature for each monthly statement period, whether during the Draw Period or the Repayment Period, is the amount we compute is necessary to repay the initial balance of that Fixed-Payment Personal Selection Feature in substantially equal payments over the applicable term of that Fixed-Payment Personal Selection Feature.
- (b) Minimum Monthly Payment For Interest-Only Personal Selection Features. The minimum monthly payment amount for each Interest-Only Personal Selection Feature for each monthly statement period is the amount of periodic rate finance charge due for that Interest-Only Personal Selection Feature for that monthly statement period.
- (c) Effect Of Paying Only The Minimum Amount For Interest-Only Personal Selection Features. If you pay only the minimum monthly payment amount for each month for an Interest-Only Personal Selection Feature, you will not reduce the outstanding balance in that Interest-Only Personal Selection Feature.

#### 3.4 Your Maturity Date Obligations.

- (a) Maturity Date. The Maturity Date is shown on the first page of this Agreement. If you pay at least the minimum monthly payment each month, you will fully repay advances and purchases on your account by or before the Maturity Date.
- (b) Maturity Date Payment. On the Maturity Date, if the total outstanding balance of this account is more than the minimum monthly payment due (because, for example, you have not paid at least the minimum monthly payment each month when due, or have incurred other charges or fees on your account that have not been paid), you must pay the total outstanding balance of your account.

#### 4. SECURITY FOR THIS ACCOUNT

#### 4.1 Real Property.

At the time you sign this Agreement, you are also signing an open-end mortgage, deed of trust, deed to secure debt, security deed, or similar security instrument ("Security Instrument") as security for this Agreement.

#### 4.2 Other Security

You give us a security interest in the property identified as "Other Property Securing This Agreement" on the second page of this Agreement. This property secures all of your obligations under this Agreement. You agree to sign and give us the documents we require to evidence and perfect that security interest.

#### 4.3 Our Waiver.

We agree that except for the security mentioned in this Agreement, any other mortgage, deed of trust, deed to secure debt or security interest which secures any other present or future loan from us does not secure this account.

#### 4.4 Property Insurance.

You must buy and keep in force the property insurance that we require on the real property securing this account. This includes flood insurance if the property is in a flood hazard area. The amount of this insurance must be enough to pay the full amount secured by previously existing encumbrances, mortgages, deeds of trust, or liens on the property and the full amount of your Credit Limit under this Agreement. However, you are not required to have insurance in an amount greater than the replacement cost of the improvements on the real property securing this account. You agree that your insurer will include us as an additional insured or loss payee, as we require. You may obtain insurance through an existing policy of insurance owned or controlled by you, or from any insurer of your choice that is qualified and properly licensed to offer such insurance covering the real property securing this account and is financially acceptable to us. Your choice of an insurance company to provide the insurance coverage required under this Agreement will not affect our decision regarding the extension of credit to you. If you obtain insurance through us or an affiliate of ours, we or our affiliate may earn a commission or other benefit.

#### 4.5 Use of Real Property.

If you use the real property securing this account as your personal residence, you agree that you will continue to do so until both of the following occur:

- There is no longer any outstanding balance on your account; and
- Your account has been permanently terminated or cancelled or the Draw Period has come to an end.

#### 4.6 Failure To Pay Taxes, Insurance Premiums, Other Amounts.

If you fail to pay any real estate taxes or property insurance premiums on the real property securing this account, you agree that we may (if we choose) do so ourselves. We may also advance other amounts (if we choose) to protect our security in the real property securing this account. If we pay or advance these amounts, you must reimburse us, with interest at the applicable annual percentage rate for the Primary Line Feature under this Agreement. If you do not reimburse us within ten (10) days after we send you written notice of the amount advanced plus interest, you authorize us to add such amounts to the balance in the account as an advance.

#### 5. DEFAULT, TERMINATION, SUSPENSION AND CANCELLATION

#### 5.1 Our Rights.

Our rights to terminate and/or accelerate your account or to suspend or reduce your Credit Limit are as set forth in this Agreement. We have any other rights applicable law gives us.

THE HUNTINGTON NATIONAL BANK (NMLS#: 402436) | WILLIAM PAUL FISHER (NMLS#: 174687)



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#### 5.2 Notice And Right To Cure Default.

If any of the events listed in Section 5.3 occurs, you will be in default. If you are in default and the real property securing this Agreement is located in, or you live in, a state where the law requires lenders to give a notice of default and gives borrowers the right to cure or correct the default, we will comply with such requirements unless preempted by applicable federal law.

#### 5.3 Our Rights To Terminate And Accelerate Your Account.

- (a) Termination. We have the right to terminate your account and end the Draw Period early if any of the following events occurs:
  - If you fail to make any payment required by this Agreement.
  - If our prospect of payment, performance or realization of collateral is significantly impaired, which may include any of the following:
    - If you commit fraud or make a material misrepresentation at any time in connection with this account.
    - If you transfer title to the property or sell the property without our permission.
    - If you fail to maintain required insurance on the property.
    - If you fail to pay taxes on the property.
    - If you permit the filing of a lien senior to ours on the property without our prior written consent.
      - All of the customers obligated on the account die.
    - If the property is taken through eminent domain.
    - If a prior lienholder forecloses on the property.

We bear the burden of establishing significant impairment.

These events are called "Termination Events of Default." Termination of your account and ending the Draw Period early means that you will be permanently unable to use this account to obtain advances or make purchases. Termination is effective immediately. Unless we also exercise our right to accelerate the balance due, the Repayment Period will begin for the monthly statement period following the monthly statement period in which we terminate your account.

- (b) Acceleration. We also have the right to require you to pay the total outstanding balance in a single payment if a Termination Event of Default occurs, whether during the Draw Period or the Repayment Period. This is our "acceleration" right. If we terminate your account and do not accelerate the balance at the time of termination, we have the right to accelerate the balance later if the Termination Event of Default still exists at that time.
- (c) Other Action. If any Termination Event of Default occurs, we may take action short of termination or acceleration (such as suspending or reducing your Credit Limit or ending the Draw Period early), or take no action at all or for a period of time. This will not affect our right to terminate or accelerate at a later time as long as the Termination Event of Default still exists at that time.
- (d) Other Rights. If we terminate and accelerate your account, we may exercise other rights. These include bringing suit for collection of amounts owed or foreclosing against the property securing this account. We have any other remedies not prohibited by applicable law. All of our remedies are cumulative and not exclusive. We may exercise them at the same time or at different times.
- (e) Transfer of Property. If all or any part of the property or any interest in the property is sold or transferred (or if you are not a natural person and a beneficial interest in you is sold or transferred) without our prior written consent, we may require immediate payment in full of all sums secured by the Security Instrument. However, we shall not exercise this option if such exercise is prohibited by Applicable Law.

#### 5.4 Our Rights To Suspend Or Reduce Your Credit Limit.

- (a) Suspension Or Reduction. We have the right to suspend or reduce your Credit Limit if any of the events listed in this Section 5.4 occurs. These events are called "Suspension Events" or "Suspension Event" as appropriate. Suspension of your Credit Limit means that you will not be able to use this account to obtain advances or make purchases during the period of suspension. Each of the following is a Suspension Event:
  - If the value of the real property securing this account declines significantly below the property's appraised value for purposes of this account.
  - If we reasonably believe that you will be unable to fulfill the repayment obligations under this account because of a material change in your financial circumstances.
  - If you are in default of any material obligation under this Agreement, including, without limitation, if you no longer use the real property securing this Agreement as your personal residence (as provided in Section 4.5), if you permit an intervening lien to be filed that would take priority over future advances made by us under this Agreement, if you do not provide a security interest in the real property and other property that is to secure this account (as provided in Sections 4.1 and 4.2), if you exceed your Credit Limit (as provided in Section 1.8), if you do not pay all amounts owed under this Agreement (as provided in Sections 1.7, 3.1, 3.2, 3.3 and 3.4), or if you do not cooperate with us in updating your account information (as provided in Sections 6.5 and 6.9).
  - If we are precluded by government action from imposing the annual percentage rate or rates provided for in this Agreement.
  - If the priority of our security interest in the real property securing this account is adversely affected by government action to the extent that the value
    of that security interest is less than 120% of your Credit Limit.
  - If we are notified by a regulatory agency that continued advances or purchases on your account is an unsafe or unsound practice.
  - If the maximum annual percentage rate is reached.
- (b) Our Notice. If we suspend or reduce your Credit Limit pursuant to Section 5.4(a), we will mail or deliver written notice of such action to each of you within three (3) business days after we take the action. The notice will tell you the specific reason(s) for our action.
- (c) Your Notice. If a Suspension Event ceases to exist, you must notify us before we are required to take any further action to remove the suspension or reinstate your Credit Limit. Your notice must be in writing. You must send your notice to The Huntington National Bank, Personal Credit Line Department, NC1N10, P. O. Box 1558, Columbus, Ohio 43216. Your notice must tell us why you think your Credit Limit should be reinstated. All of you must sign your notice. We have the right, but are not required, to waive any defects in your notice. When we receive your notice, we will investigate and determine whether your Credit Limit or some portion of it should be reinstated. We are not required to remove the suspension or reinstate your Credit Limit amount:
  - If a Termination Event of Default has occurred and is continuing or if we terminated your account and ended the Draw Period as a result of a
    Termination Event of Default.
  - During any period during which a Suspension Event exists.
  - If we canceled your account and ended the Draw Period early at your request.
  - If removing the suspension or reinstating a prior Credit Limit would impair the security for this account, because, for example, an intervening lien from another creditor may have priority over our mortgage, deed of trust or other security interest securing this account.

You must pay us any reasonable appraisal and credit report fees we incur in connection with our investigation of your request for removal of a suspension or reinstatement of your Credit Limit.

(d) Further Request. If we decide not to reinstate your Credit Limit after receiving your notice, you have to send us another notice if you want us to reconsider or if you later want us to reinstate your account. We have no further duty to investigate if you give us the same reasons and there is no material change in the underlying facts.

#### 5.5 Cancellation Or Suspension By You.

- (a) Cancellation. If you want to cancel your account, you must notify us in writing that you are canceling your account. Cancellation will be effective when we receive your written notice and have had a reasonable time to act on it. A canceled account cannot have the Draw Period reinstated, but you may apply for a new account.
- (b) Effect Of Cancellation. Cancellation means that you have ended the Draw Period early, and you will be permanently unable to use this account to obtain

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advances or make purchases. We do not have to refund any part of the Annual Fee or any other fee if you cancel. You must immediately stop using your Personal Credit Line Checks, Credit Card, and any other access devices or means of access we have given you to use for this account. You must promptly return them to us if we ask you to do so. You will still be liable for any continued use of your account after you cancel, including repayment of any advances or purchases and any related finance charges and other fees. If you cancel your account, the Repayment Period will begin for the monthly statement period following the monthly statement period in which your cancellation is effective.

- (c) Suspension Or Reduction Of Credit Limit By You. If you want to suspend or reduce your Credit Limit without ending the Draw Period early, you may do so by notifying us in writing. Suspension means that you will not be able to use this account to obtain advances or make purchases during the period of suspension. If you want to reduce your Credit Limit, you must tell us in your notice what amount you want your Credit Limit reduced to. Suspension or reduction will be effective when we receive your written notice and have had a reasonable time to act on it. If you want us to remove a suspension that you requested or reinstate a Credit Limit that you asked to be reduced, you must ask us in writing in accordance with the procedures and other provisions of Section 5.4(c).
- (d) How To Give Notice. Your written notice of cancellation or request to suspend your account or reduce your Credit Limit must be mailed to the address set forth in Section 5.4(c). We may require you to use our form of notice. We may waive any defects in your notice, but we are not required to. If more than one of you has signed this Agreement, any one of you may cancel or request to suspend your account or reduce your Credit Limit. We are not required to notify the others

# 5.6 Your Obligations When Draw Period Ends.

- (a) Your Obligations. If the Draw Period ends early because we terminate your account for default or you cancel your account, all of our rights and your obligations under this Agreement continue until there is no longer any outstanding balance.
- (b) Access Devices. You must immediately stop using and destroy your Personal Credit Line Checks, Credit Card, and any other access devices or means of access we have given you to use for this account. You must promptly return any access devices to us if we ask you to do so.
- (c) Advances And Purchases. We don't have to pay any Personal Credit Line Checks, make any advances, or accept any purchases. If we do, you will still have to repay those advances and purchases. You will also be liable for any related finance charges and other fees.

# 5.7 Attorney Fees And Costs.

If you default, you will have to pay the following costs and expenses we incur:

- Our reasonable attorney fees if we hire an attorney who is not our employee. You will not have to pay attorney fees that exceed 15% of your unpaid debt
  after default.
- Court costs as awarded by a court.
- Reasonable costs and expenses of taking possession of, holding, preparing for sale and selling any collateral for this account.

However, we will not require you to pay any amounts prohibited by applicable law.

# 6. GENERAL PROVISIONS

# 6.1 Transactions In Foreign Countries.

If you use your account to get an advance or make a purchase in a foreign country, the transaction may be in foreign currency. If the transaction is in a foreign currency, we will post the transaction to your account in U.S. Dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day you used your account. Also, there may be special currency exchange charges, adjustment factors, surcharges or other charges that others charge, and this may increase the amount of the transaction. All of this may result in your account being posted for a greater or lesser amount than the original amount of the transaction.

#### 6.2 Tax Implications.

You should consult a tax advisor regarding the deductibility of interest and fees under this account.

#### 6.3 Unauthorized Use.

You agree not to allow any unauthorized person to use this account.

# 6.4 Lost Or Stolen Access Devices

- (a) Notification. You agree to notify us immediately if any access device or means of access for your account is lost or stolen or used by someone without your authority or in excess of your authority.
- (b) Credit Card. You may be liable for unauthorized use of your Credit Card. You will not be liable for unauthorized use of your Credit Card that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use of your Credit Card will not exceed \$50.00.
- (c) Where To Notify Us. Notify us by calling the following toll free number: 1-877-932-2265. If you also want to notify us in writing, you must do so at The Huntington National Bank, Credit Card Security, P.O. Box 1558, Columbus, Ohio 43216, but calling is the best way to limit your liability.

# 6.5 Notices To Us About Changes That Affect You.

You agree to notify us promptly if any of you has died or any of you has any change of address, name, or employment or any material change in financial circumstances.

# 6.6 Stop Payment Order.

- (a) How To Place One. To place a stop payment order on a Personal Credit Line Check, call the following toll free number: 1-800-992-2053. You may also write to us in a form we approve at the address shown in Section 5.4(c). If more than one of you has signed this Agreement, any one of you may issue a stop payment order. We are not required to notify the others. All requests to stop payment must clearly identify the item. We must receive the request by the business day prior to the business day the item is presented to us.
- (b) Length Of Stop Payment. An oral request to stop payment is only effective for fourteen (14) days, unless you confirm the request in writing in a form we approve. A written request in a form we approve will be effective for six (6) months after the date we receive it.
- (c) Reimbursement. You agree to reimburse us for any liability we incur because we complied with your stop payment order. This includes our attorney fees and court costs. However, we will not require you to pay any amounts prohibited by applicable law. If you do not reimburse us for those amounts, you authorize us to add (debit) them to the balance in the account. If we pay the item by mistake, we may still have the right to charge you for it.

# 6.7 Changes In Terms.

- We can make the following changes to your account:
  - Any change that you specifically agree to in writing at that time.
  - Any change that will unequivocally benefit you through the remainder of your account.
  - Any insignificant change.
- (b) Index Change For Primary Line Feature. We have the right to change the index and margin for the Primary Line Feature if the index is no longer available. If we do that, the following rules apply:
  - The new index must have an historical movement (if any) substantially similar to that of the index it replaces.
  - The new index and applicable margin must result in an annual percentage rate substantially similar to the rate in effect at the time the replaced index became unavailable.
  - The new index cannot be under our control and must be available to the general public.

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- (c) Index Change For Personal Selection Features. We have the right to change the index and margin we use to establish the fixed annual percentage rate when we set up any Personal Selection Feature if the index we use is no longer available at that time. If we do that, the following rules apply:
  - The new index must have an historical movement (if any) substantially similar to that of the index it replaces.
  - The new index and applicable margin must result in an annual percentage rate substantially similar to the rate that would have applied if the replaced index had been available.
    - The new index cannot be under our control and must be available to the general public.
- (d) Substitute Index. If any substitute index is no longer available, we have the right to change the index and margin again by following the above rules.
- (e) Errors And Corrections. We have the right to correct any errors in the published index value.
- (f) Only A Standard. An index is only a standard for measuring rates. It is not necessarily a rate commonly charged to any class of borrowers. Use of the word "prime" does not indicate that such rate is the best or lowest rate offered by any lender.

# 6.8 Delay Or Waiver Of Our Rights.

We may delay or waive any of our rights without losing them or diminishing their effect. This does not become a delay or waiver of any other or future occurrence. None of our employees or agents is authorized to waive any of our rights or your obligations except in writing. We may accept late payments or partial payments, even though marked "payment in full" or similar language, without losing or diminishing any of our rights.

# 6.9 Information About You Or Your Property.

You must promptly provide to us identification and verification information as required by applicable law. We may also require you to furnish us with complete financial information from time to time. You agree to do so promptly if we ask. You authorize us to obtain credit reports on you and to check your credit and employment from time to time. You authorize us to conduct appraisals and/or title searches of the property securing this account from time to time as we deem necessary. You authorize us to disclose the balance and term of your account and your payment history to others who we believe have a legitimate use for that information.

#### 6.10 Your Waiver.

You waive the following formal requirements (if applicable) with respect to amounts owed under this Agreement:

- Presentment (demand for acceptance or payment).
- Notice of dishonor (notice of refusal of another party to pay).
- Protest (formal certification of dishonor) and notice of protest.

#### 6.11 Assignment Of This Agreement.

We have the right to assign this Agreement in whole or in part.

#### 6.12 Margin Stock Limitation.

You agree not to use your account to purchase any "margin stock" at any time while any of you has any other purpose credit loan secured by any margin stock (as defined in Regulation U, 12 C.F.R. Part 221).

# 6.13 Monthly Statements.

Each month we will send you a statement unless your account has been inactive and you do not owe us any money or unless applicable law prohibits us from sending statements. The statement will show information about your account, including rate information, the minimum amount you must pay and when it is due. You agree to notify us promptly if you believe there are any errors or unauthorized transactions on your statement. We have no obligation to include with the monthly statement any cancelled Personal Credit Line Checks or Credit Card receipts.

#### 6.14 Document Retention.

We may, in the ordinary course of business, destroy the original and/or copies of this document or any other documents in connection with your account after we make a record, copy, photograph, image or representation of it by electronic or other means for purposes of reducing paperwork storage requirements or for other business reasons. You agree that such destruction does not alter the intent of the parties to continue to be bound by the transaction that this document represents.

# 6.15 Use Of Payments For Other Purposes.

Our automated payment processing system and the volume of payments we process do not permit us to identify or respond to items sent on or with your payments. This includes messages, additional contract terms, contract modifications, limitations, restrictions, or other matters you place on or with any check or other means of payment. You agree that you will not use any check or other means of payment stub we provide for your use, for anything other than to make a payment on this account. You waive any right you may otherwise have to do so. Among other things, this means that you cannot use any check or other means of payment or any payment stub for any of the following:

- To modify or change the terms of this Agreement or the account.
- To create any new contract or obligation, whether or not related to this Agreement or the account.
- To alter the amount due or discharge your obligation for less than the full amount due as shown in our records.
- To assert any billing error or other problem with your account.

Nothing we do will be effective or enforceable as our agreement to any such additional provisions you may add. This includes our endorsement, acceptance, negotiation, transfer, or deposit of any check or other payment containing any such provisions. If you wish to communicate with us, you must separately write to us or call us at our customer service telephone number on the billing statements.

# 6.16 Payment Conversion.

If you pay us by check, draft, order or other written instrument, we may convert that form of payment to an electronic debit against the account on which such instrument is drawn.

# 6.17 Use Of Accounts.

- (a) Transaction With Our Affiliates. You represent to us that you are not obtaining this account in contemplation of using funds from this account to purchase securities from or through a broker-dealer subsidiary of our holding company.
- (b) Types Of Use. We are not responsible to any of you for how this account is used by any of you or what types of transactions any of you conduct. This includes use or transactions by any person which any of you authorize. Other than as may be required by applicable law:
  - We are not required to monitor and/or prohibit transactions that any of you consider or tell us are inappropriate or imprudent.
  - We are not required to notify any of you how this account is being used or what types of transactions are being conducted.

To determine how the account is being used or what types of transactions are being conducted, you should carefully review your monthly billing statements. If you want to prevent another account holder or authorized user from using this account or conducting certain types of transactions, you must cancel this account as provided in Section 5.5.

# 6.18 Communications To You Including To Cell Phones.

In order for us to service your account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may from time to time:

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**EX** 19559.84



- Make telephone calls and/or send text messages to you at any telephone number(s) you give to us or that we otherwise have for you or your account, including wireless (cell phone) telephone numbers that could result in charges to you.
- Use any technology available at the time to make telephone calls and/or send text messages to you, including but not limited to the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- Send e-mails or any other available form of electronic communication to you at any e-mail or other electronic address you give to us or that we otherwise
  have for you or your account.
- Monitor and record any telephone call or other communication between you and us.

# YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

# Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

# Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

# Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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# ERRORS AND OMISSIONS / COMPLIANCE AGREEMENT

RUDD II Loan #: 00083531517 Serv. #: 5012662499

BORROWER(S): JAMES ALAN RUDD II
ERICA LYNN RUDD

PROPERTY ADDRESS: 307 RUDD RD, RIDGEVILLE, SC 29472

LENDER: THE HUNTINGTON NATIONAL BANK

The undersigned Borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned Borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender within 30 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period, unless prohibited by applicable law.

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

DATED this 11TH day of JUNE, 2025.

- BORROWER - JAMES ALAN RUDD II - DATE 
- BORROWER - ERICA LYNN RUDD - DATE 
ERICA LYNN RUDD, AS TRUSTEE OF THE RUDD FAMILY REVOCABLE LIVING TRUST DATED MARCH 6, 2025 - DATE 
JAMES ALLEN RUDD II, AS TRUSTEE OF THE RUDD FAMILY REVOCABLE LIVING TRUST DATED MARCH 6, 2025 - DATE -

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)  $\hfill \hfill \hfill$ 



State of	
County of	
The foregoing instrument was acknowledged before me this _	day of by JAMES ALLEN
RUDD, II AND ERICA LYNN RUDD, AS TRUSTEES DATED MARCH 6, 2025 and JAMES ALAN RUDD II	OF THE RUDD FAMILY REVOCABLE LIVING TRUST
	Notary Public
	My Commission Expires:



# HUNTINGTON PERSONAL CREDIT LINE CREDIT CARD REQUEST FORM

PCL Account No. <u>00083531517</u>

Name(s) on Account **JAMES ALAN RUDD II** 

ERICA LYNN RUDD

Mailing Address 307 RUDD RD, RIDGEVILLE, SC 29472 US

Huntington Personal Credit Line MasterCard Access Device

Confirmation of request to receive the PCL MasterCard which can be used to access my Huntington Personal Credit Line.

This Credit card is directly connected to your Personal Credit Line account and any purchases or cash advances obtained with this card will be applied to the balance of your Personal Credit Line Account. This card may be used for cash advances in any of our banking offices or any other financial institution that honors this credit card. You may use the card to pay for purchases from any merchant that honors this credit card.

My signature below represents my request for this credit card described above.

- BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

**EX** 18864.5



# HOME EQUITY LINE OF CREDIT AUTHORIZATION TO DEBIT

RUDD II

Loan #: 00083531517 Serv. #: 5012662499

Seller: Disbursement Date: JUNE 16, 2025

THE HUNTINGTON NATIONAL BANK

Seller Loan #: Loan Amount: \$321,000.00

Borrower(s):

JAMES ALAN RUDD II ERICA LYNN RUDD

Property Address: 307 RUDD RD, RIDGEVILLE, SC 29472

I/We authorize the following disbursements and/or advances pursuant to the terms of the Home Equity Line of Credit Agreement. Interest and other Finance Charges will begin to accrue on (disbursement date) for advances and or disbursements. That includes the disbursements noted below. Section 2 of your Loan Agreement has more information.

<u>Please Note</u>: No changes can be made to the disbursements noted below. If edits are made, the loan will need to be restructured, reapproved and new documents provided. In addition, please be advised that line draws cannot be repaid until your loan is booked to our servicing system. This may take up to 5 business days. Interest will accrue on your disbursements and advances during this time.

**To Borrower(s):** Deposit Method: Acct No.: \$

**Third Party Disbursements:** 

Sub Total \$0.00

**Loan Origination Fees and Costs:** 

Total Loan Origination Fees & Costs \$400.00

Total Advance \$

- BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687) # 20104.16 Page 1 of 1





# FACTS WHAT DOES HUNTINGTON DO WITH YOUR PERSONAL INFORMATION?

	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.
	Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information

# can include:

- Social Security number and incomePayment history and credit scores
- Investment experience and insurance claim history

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons **HUNTINGTON** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does HUNTINGTON share?	Can you limit this sharing?	
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes - to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	Yes	No	
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes	
For our affiliates to market to you	Yes	Yes	
For nonaffiliates to market to you	No	We don't share	

# To limit our sharing

What?

• Call toll-free **1-800-537-0861** -our menu will prompt you through your choice(s) **Please note:** 

If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?** 

Call toll-free 1-800-480-BANK (2265) or go to HUNTINGTON.COM



# Page 2

rage 2			
Who we are			
Who is providing this notice?	HUNTINGTON COMPANIES THAT ARE FINANCIAL SERVICE PROVIDERS, SUCH AS BANKS, MORTGAGE COMPANIES, VEHICLE LEASING COMPANIES, SECURITIES BROKERS, INVESTMENT ADVISORS, AND INSURANCE AGENCIES.		
What we do			
How does HUNTINGTON protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.		
How does HUNTINGTON collect my personal	We collect your personal information, for example, when you		
information?	<ul> <li>Open an account or apply for a loan</li> <li>make deposits or withdrawals from your account</li> <li>Apply for insurance or seek advice about your investments</li> </ul>		
	We also collect your personal information from others, such as credit bureaus affiliates, or other companies.		
Why can't I limit all sharing?	Federal law gives you the right to limit only		
	<ul> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing See page 3 for more on your rights under state law.</li> </ul>		
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply only to you - unless you tell us otherwise.		
Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.		
	<ul> <li>Our affiliates include companies with a HUNTINGTON name; and financial companies such as BANKS, MORTGAGE COMPANIES, VEHICLE LEASING COMPANIES, SECURITIES BROKERS, INVESTMENT ADVISORS, AND INSURANCE AGENCIES.</li> </ul>		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.		
	Nonaffiliates we share with can include BANKS, SECURITIES BROKER-DEALERS, INSURANCE COMPANIES, DATA PROCESSORS, SOFTWARE COMPANIES, COLLECTION AGENCIES, CREDIT BUREAUS, MARKETING SERVICE PROVIDERS, AND STATE AND FEDERAL GOVERNMENT AGENCIES.		
Joint marketing	A formal agreement between nonaffiliated financial companies that together marke financial products or services to you.		
	Our joint marketing partners include FINANCIAL INSTITUTIONS WITH WHOM WE HAVE JOINT MARKETING AGREEMENTS, SUCH AS INSURANCE COMPANIES, MUTUAL FUND COMPANIES, AND MOTOR VEHICLE DEALERS.		



# Page 3

# Other important information

# STATE DISCLOSURES

IN ADDITION TO YOUR RIGHTS DESCRIBED BELOW AND IN THIS NOTICE, YOU MAY HAVE OTHER RIGHTS UNDER STATE LAWS. WE WILL COMPLY WITH APPLICABLE STATE LAWS WITH RESPECT TO OUR INFORMATION PRACTICES.

IMPORTANT INFORMATION FOR OHIO RESIDENTS THAT APPLY FOR OR OBTAIN AN INSURANCE PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES FROM A HUNTINGTON INSURANCE AGENCY -

WE MAY COLLECT PERSONAL INFORMATION FROM SOURCES OTHER THAN THE PERSONS PROPOSED FOR INSURANCE COVERAGE (SEE, FOR EXAMPLE, THE "HOW DOES HUNTINGTON COLLECT MY PERSONAL INFORMATION?" SECTION). WE MAY ALSO DISCLOSE THAT INFORMATION, AS WELL AS OTHER PERSONAL OR PRIVILEGED INFORMATION SUBSEQUENTLY COLLECTED, TO THIRD PARTIES OUTSIDE OF HUNTINGTON WITHOUT YOUR AUTHORIZATION TO THE EXTENT DISCLOSURE IS PERMITTED BY LAW. OHIO LAW PROVIDES A RIGHT TO REVIEW AND CORRECT PERSONAL INFORMATION THAT HUNTINGTON COLLECTS ABOUT YOU. TO RECEIVE A MORE DETAILED DESCRIPTION OF OUR INFORMATION PRACTICES, PLEASE WRITE TO US AT: HUNTINGTON CUSTOMER INFORMATION SERVICES, OHIO INSURANCE INFORMATION PRACTICES, P.O. BOX 1558, HPO700, COLUMBUS, OHIO 43216.

CALIFORNIA AND VERMONT CUSTOMERS HAVE OTHER PROTECTIONS UNDER STATE LAW. IF YOUR PRIMARY MAILING ADDRESS IS IN CALIFORNIA OR VERMONT, WE WILL NOT SHARE YOUR CREDIT OR FINANCIAL INFORMATION THAT WE COLLECT EXCEPT AS PERMITTED BY LAW, INCLUDING, FOR EXAMPLE, WITH YOUR CONSENT OR TO SERVICE YOUR ACCOUNT. WE WILL ALSO NOT USE YOUR INFORMATION FOR JOINT MARKETING PURPOSES. WE DO NOT SHARE CUSTOMER INFORMATION WITH THIRD PARTIES EXCEPT AS PERMITTED BY LAW.

# IMPORTANT INFORMATION FOR NEVADA RESIDENTS -

AT ANY TIME, YOU MAY REQUEST TO BE PLACED ON HUNTINGTON'S INTERNAL DO-NOT-CALL LIST BY CALLING US TOLL-FREE AT 1-800-537-0861. NEVADA LAW REQUIRES THAT WE PROVIDE YOU WITH THE FOLLOWING CONTACT INFORMATION TO ENABLE YOU TO OBTAIN FURTHER INFORMATION: (I) HUNTINGTON CUSTOMER INFORMATION SERVICES, NEVADA DO-NOT-CALL INFORMATION, P.O. BOX 1558, EA4W58, COLUMBUS, OHIO 43216, PHONE: 1-800-480-BANK (2265), EMAIL: PRIVACY@HUNTINGTON.COM, AND (II) BUREAU OF CONSUMER PROTECTION, OFFICE OF THE NEVADA ATTORNEY GENERAL, 555 E. WASHINGTON STREET, SUITE 3900, LAS VEGAS, NEVADA 89101, PHONE: 1-702-486-3132, EMAIL: BCPINFO@AG.STATE.NV.US.

# AFFILIATES PROVIDING THIS NOTICE

- \* THE HUNTINGTON NATIONAL BANK
- \* THE HUNTINGTON INVESTMENT COMPANY
- \* HUNTINGTON INSURANCE, INC.
- \* HBI TITLE SERVICES, INC.



# **Additional Information Collection and Use Disclosures**

Your Choice About Promotional Offers	You may call us toll-free at 1-800-537-0861 to tell us your preferences about receiving special pricing or other promotional offers from us. If you do that, however, our ability to tell you about offers that may benefit you and help you save and invest in your future may be limited. Whether or not you make this choice, we will still contact you from time to time about your accounts and provide account mailings to you, such as statements and notices. We may also include special pricing or other promotional offers with such account mailings.
Correcting Errors in Information We Share with Consumer Reporting Agencies	If you believe any of the information we share with a consumer reporting agency is in error, please let us know. Write to us at: Huntington Customer Information Services, Consumer Reporting Agencies, PO Box 1558, EA4W25, Columbus, Ohio 43216. Please provide us with your complete name, current address, phone number, and Social Security number. You will also need to include your account number, type of account, the specific item in dispute and other supporting documentation or information we reasonably require. You must tell us the reason you believe this information has been reported in error.
Identity Theft	The law provides certain rights to victims of identity theft. If you believe you are a victim of identity theft with respect to any of your accounts or transactions with us, you may notify us at: Huntington Customer Information Services, Identity Theft, PO Box 1558, EA3W21, Columbus, Ohio 43216. Please provide as much detail as possible about the accounts or transactions in question, including any dates and account or transaction numbers that apply. We may contact you to discuss additional information necessary to resolve the matter. For more information about our identity theft policies and practices, please visit huntington.com and type "ID Theft" in the search box. There you will find helpful information about how to protect yourself. You will also find additional information on what to do if you believe you are a victim of identity theft.
Important Information About Procedures for Opening a New Account	To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
For Our Insurance Customers	From time to time, a Huntington insurance agency may review your account and obtain additional quotes on your insurance program to ensure your competitive place in the market. To perform this service, our quoting carriers will utilize certain consumer report information, such as motor vehicle reports, claim history reports, and credit reports. You may request that our insurance agencies not provide this service by emailing insurance.compliance@huntington.com or by writing to us at: Huntington Insurance, Insurance Opt-Out, PO Box 1558, HP0700, Columbus, Ohio 43216. Please include your name, address, telephone numbers, the specific policy numbers, and Social Security numbers on your written request.

# **FACT Act Notice**

Notice Regarding Furnishing Negative Information

RUDD II Loan #: 00083531517 Serv. #: 5012662499

Date: JUNE 11, 2025

Lender: THE HUNTINGTON NATIONAL BANK

 $Borrower(s) \hbox{:} \quad \textbf{JAMES} \ \ \textbf{ALAN} \ \ \textbf{RUDD} \ \ \textbf{II}$ 

ERICA LYNN RUDD

Property Address: 307 RUDD RD, RIDGEVILLE, SC 29472

We (Lender) may report information about your (Borrower[s]) account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

15 USCA § 1681s-2(a)(7); 12 CFR § 1022.1(b)(2)(ii) & 12 CFR Pt. 1022, App. B

By signing below, you acknowledge receipt of this Notice.

- BORROWER - JAMES ALAN RUDD II - DATE -

\_\_\_\_\_

- BORROWER - ERICA LYNN RUDD - DATE -

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)

4387.32 Page 1 of



HL000835315170438701HNBPR

# SIGNATURE/NAME AFFIDAVIT

Date: JUNE 11, 2025

RUDD II

Lender: THE HUNTINGTON NATIONAL BANK

Loan #: 00083531517

Borrower(s): JAMES ALAN RUDD II ERICA LYNN RUDD

Serv. #: 5012662499

I, the undersigned Borrower, state that I am one and the same person named in the Note. I also swear and affirm that the signature below is my true and exact signature for execution of the loan documentation.

I hereby certify that:  JAMES RUDD II		
is one and the same person.		
JAMES ALAN RUDD II (Print or Type Name)		
Signature  JAMES ALAN RUDD II	Date	
State of	)	
County of	)	
personally appeared <b>JAMES ALAN RUD</b> person whose name is subscribed to the w	, before me, the undersigned, a Notary Public in and for sa TI known to me, or proved to me on the basis of satisfactory evidence to thin instrument and acknowledged to me that he/she executed the same in nature on the instrument the person, or the entity upon behalf of which the	o be the his/her
Witness my hand and official seal.		
	Signature	
	Notary Public for	_
	My Commission Expires:	



# SIGNATURE/NAME AFFIDAVIT

Date: JUNE 11, 2025

RUDD II

Lender: THE HUNTINGTON NATIONAL BANK

Loan #: 00083531517 Serv. #: 5012662499

Borrower(s): JAMES ALAN RUDD II
ERICA LYNN RUDD

I, the undersigned Borrower, state that I am one and the same person named in the Note. I also swear and affirm that the signature below is my true and exact signature for execution of the loan documentation.

I hereby certify that: ERICA RUDD		
is one and the same person.		
ERICA LYNN RUDD (Print or Type Name)		
Signature ERICA LYNN RUDD	Date	
State of	)	
County of	)	
personally appeared <b>ERICA LYNN RUDD</b> whose name is subscribed to the within inst	, before me, the undersigned, a Notary Public in and for said known to me, or proved to me on the basis of satisfactory evidence to be the pument and acknowledged to me that he/she executed the same in his/her author the instrument the person, or the entity upon behalf of which the person is	oerson orized
Witness my hand and official seal.		
	Signature	
	Notary Public for	
	My Commission Expires:	



# **Communications To You**

(Including to Cell Phone)

RUDD II Loan #: 00083531517 Serv. #: 5012662499

Loan Number: 00083531517

Date: JUNE 11, 2025

Borrower Name(s): JAMES ALAN RUDD II

ERICA LYNN RUDD

Property Address: 307 RUDD RD, RIDGEVILLE, SC 29472

In order for us to service your Account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may from time to time:

- 1. Make telephone calls and/or send text messages to you at any telephone number(s) you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you.
- 2. Use any technology available at the time to make a telephone calls and/or send text messages to you, including but not limited to the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- 3. Send e-mails or any other available form of electronic communication to you at any e-email or other electronic address you give to us or that we otherwise have for you or your Account.
- 4. Monitor and record any telephone call or other communication between you and us.

I/We acknowledge I/we could be contacted using any of the methods listed above.

BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -



# NOTICE OF EXCLUSIVE ADDRESS FOR WRITTEN ERROR RESOLUTION, INFORMATION REQUESTS AND QUALIFIED WRITTEN REQUESTS

RUDD II Loan #: 00083531517 Serv. #: 5012662499

Please be aware that you have certain rights under Federal law related to resolving errors in the servicing of your mortgage loan, requesting information about your mortgage loan, and submitting Qualified Written Requests (QWR) as defined under federal law. To submit your QWR in the form of a written notice of error or a written information request, or for a third party to submit an information request to be reviewed as a potential successor in interest, write to us at the following address:

The Huntington National Bank P.O. Box 340996 Columbus, OH 43234

For further information about your rights to submit a written error, a written information request or a QWR, please visit www.Huntington.com

You must use this address to submit your written error, information request or QWR. Please include your account number on your written request. We will receive your written request and acknowledge it within 5 business days. We will then generally have 30 business days to respond to your request but in many cases will be able to respond more quickly. Certain types of requests must be responded to more quickly and those are identified below:

- If your written request concerns a failure to provide an accurate payoff balance amount upon your request for one then we will respond to your request within 7 business days from receipt of your request.
- If your written request concerns a request for the identity of, and address or other relevant contact information for, the owner or assignee of a mortgage loan then we will respond to your request within 10 business days from receipt of your request.

Thank you for choosing Huntington.

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

**EX** 19203.4



# **Borrower's Certification & Authorization**

RUDD II Loan #: 00083531517 Serv. #: 5012662499

Date: JUNE 11, 2025

# Certification

In this document, "I," "me," and other first person pronouns refer to the borrower(s), whether singularly or collectively, who applied for the loan referenced above. I, the undersigned, hereby certify the following:

- 1. I have applied for a mortgage loan from **THE HUNTINGTON NATIONAL BANK**. In applying for the loan, I have completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I certify that all of the information is true and complete. I made no misrepresentations in the loan application or other documents, nor did I omit any pertinent information.
- 2. I understand that most loans require a full review of information provided on the application, including possible verification of the information. I agree that if my loan program does not require full documentation, **THE HUNTINGTON NATIONAL BANK** reserves the right to change the mortgage loan review process to a full documentation review. This may include verifying the information provided on the application with any employer and/or any financial institution.
- 3. I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for a mortgage, as applicable under the provisions of 18 USCA §1014.
- 4. I provided a verbal and/or written authorization to order a consumer credit report and verify other credit related information in connection with my loan application, including but not limited to any mortgage or landlord reference and any other source of credit as determined by **THE HUNTINGTON NATIONAL BANK**.
- 5. I further authorize **THE HUNTINGTON NATIONAL BANK** to order a consumer credit report and verify other credit related information in connection with my loan application, including but not limited to any mortgage or landlord reference and any other source of credit as determined by **THE HUNTINGTON NATIONAL BANK**. I understand that the purpose for this order is for **THE HUNTINGTON NATIONAL BANK** to determine my eligibility and creditworthiness for the loan being applied for, as well as for other legitimate purposes associated with my account.

# **Authorization to Release Information**

# To Whom It May Concern:

- 1. I have applied for a mortgage loan from **THE HUNTINGTON NATIONAL BANK**. As part of the application process, **THE HUNTINGTON NATIONAL BANK** and the mortgage guaranty insurer (if any), may verify information contained in my loan application and in other documents required in connection with the loan, including accessing a new credit report, either before the loan is closed or as part of its quality control program.
- 2. I authorize you to provide to **THE HUNTINGTON NATIONAL BANK**, and to any investor to whom **THE HUNTINGTON NATIONAL BANK** may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
- 3. **THE HUNTINGTON NATIONAL BANK** or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
- 4. A copy of this authorization may be accepted as an original.
- 5. Your prompt reply to **THE HUNTINGTON NATIONAL BANK**, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
- 6. Mortgage guaranty insurer (if any): N/A

# **Information Sharing Between Realtors and Lender:**

I, the undersigned, authorize The Huntington National Bank to share information related to the status of the processing, underwriting or closing of my loan application with the Real Estate Agent that I have employed to represent me in the real estate transaction to which my loan relates.

# Information Sharing Between Insurance Agents and Lender (or Entities Representing Lender):

I, the undersigned, authorize the insurance agent, from whom I obtain homeowner's insurance coverage, to deliver any information relevant to the lending process to The Huntington National Bank (or an entity representing The Huntington National Bank, such as a loan closing agent).

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

**EX** 13.435



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# TAXPAYER CONSENT

I/We understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from my/our loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns. 26 U.S.C.A. § 6103(c)

# **Execution**

By signing below, I hereby certify and authorize (as applicable) the foregoing items of information.

- BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -

HL000835315170001302HNBPR

# NOTICE TO COSIGNER

RUDD II

Loan #: 00083531517 Serv. #: 5012662499

Date: JUNE 11, 2025

Lender: THE HUNTINGTON NATIONAL BANK

Borrower(s): JAMES ALAN RUDD II
ERICA LYNN RUDD

Property Address: 307 RUDD RD, RIDGEVILLE, SC 29472

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of **your** credit record.

This notice is not the contract that makes you liable for the debt.

I/We have received and read a copy of this notice.

- COSIGNER JAMES ALAN RUDD II DATE -
- COSIGNER ERICA LYNN RUDD DATE -

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

EX 14739.42 Page 1 of 1



HL000835315171473901HNBPR

# ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

RUDD II Loan #: 00083531517 Serv. #: 5012662499

Loan Number: 00083531517

Date: JUNE 11, 2025

Lender: THE HUNTINGTON NATIONAL BANK

JAMES ALAN RUDD II Borrower:

ERICA LYNN RUDD

Property Address: 307 RUDD RD, RIDGEVILLE, SC 29472

We provided you with a copy of the appraisal obtained in connection with your mortgage loan.

Please be advised that this report was prepared exclusively for our benefit in estimating the property's value for loan collateral purposes, and neither you nor any third party should rely on it making any decisions concerning the condition or value of the property. Likewise, the market value reflected in the appraisal may be affected by events subsequent to the appraisal date and neither The Huntington National Bank nor the appraiser has any duty to advise you or any third party of changes in the market value that may thereafter occur.

I hereby acknowledge receipt of the report concerning the value of the property securing this loan, at no additional cost to me.

- BORROWER - JAMES ALAN RUDD II - DATE -

- BORROWER - ERICA LYNN RUDD - DATE -

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687) ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

**EX** 18558.3 Page 1 of 1



# INSTRUCTIONAL REQUIREMENTS FOR COMPLETING THE

# UNIFORM RESIDENTIAL LOAN APPLICATION:



# Section 1a: Borrower Information:

• 1a. All borrower(s) to initial 'Type of Credit' section

	List Name(s) of Other Borrower(s) Applying for this Loan (First, Middle, Last, Suffix) - Use a separator between names
Each Borrower intends to apply for joint credit. Your initials:	

# Section 6: Acknowledgments and Agreements:

• Borrower(s) to sign and date on the bottom of the page.

Borrower Signature	Date (mm/dd/yyyy)

To be completed by the <b>Lender</b> :	
Lender Loan No./Universal Loan Identifier 00083531517	Agency Case No.

# **Uniform Residential Loan Application**

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

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

1a. Personal Information				
Name (First, Middle, Last, Suffix) JAMES ALAN RUDD II	Social Security Number 251-37-4583 (or Individual Taxpayer Identification Number)			
Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)  JAMES RUDD II	Date of Birth (mm/dd/yyyy) 11/03/1972	Citizenship  O U.S. Citizen Permanent Resident Alien Non-Permanent Resident Alien		
Type of Credit  O I am applying for individual credit.  I am applying for joint credit. Total Number of Borrowers: _2_  Each Borrower intends to apply for joint credit. Your initials:	List Name(s) of Other Borr (First, Middle, Last, Suffix) ERICA LYNN RUDD			
Marital Status  Dependents (not listed by another Borrower)  Number 2  Separated  Ounmarried  (Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)	Cell Phone		Ext	
Current Address  Street 307 RUDD RD  City RIDGEVILLE Sta  How Long at Current Address? 12 Years Months Housing No point  If at Current Address for LESS than 2 years, list Former Address	rimary housing expense  O	Cou		
Mailing Address - if different from Current Address				
<b>1b. Current Employment/Self-Employment and Income</b> ☐ <i>Does not apply</i>	300) 251-7234	Gross Month	nly Income	
1b. Current Employment/Self-Employment and Income    Does not apply	Unit #	Gross Month Base Overtime	\$ 8,672.13	/montl
1b. Current Employment/Self-Employment and Income  Does not apply  Employer or Business Name  DOMINION ENERGY  Phone  Street 2242 BUSHY PARK RD  City GOOSE CREEK  State SC ZIP 29445  Check if this state s	unit #ountry US  Itement applies:  ed by a family member, er, real estate agent, or other	Base Overtime Bonus Commission Military	\$ 8,672.13	/montl /montl /montl

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application

Freddie Mac Form 65 • Fannie Mae Form 1003

Effective 1/2021

THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

20667.342



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1d. IF APPLICABL	LE, Complete Informatio	n for Previous Employment/Self-Emp	loyment and Incon	ne 🛭	Does not apply		
Provide at least 2	years of current and pro	evious employment and income.					
1e. Income from	Other Sources	Does not apply					
		. Under Income Source, choose from	the sources listed h	nere:			
Alimony	<ul> <li>Child Support</li> </ul>	<ul> <li>Interest and Dividends</li> </ul>	<ul> <li>Notes Receival</li> </ul>	ble	<ul> <li>Royalty Payments</li> </ul>	<ul> <li>Unempl</li> </ul>	
Automobile Allowa Boarder Income	ance • Disability • Foster Care	<ul><li>Mortgage Credit Certificate</li><li>Mortgage Differential</li></ul>	<ul><li>Public Assistan</li><li>Retirement</li></ul>		<ul><li>Separate Maintena</li><li>Social Security</li></ul>		s npensation
Capital Gains	Housing or Pars		(e.g., Pension,		• Trust	• Other	pensation
NOTE: Reveal alim	nony, child support, sepa	rate maintenance, or other income ON	ILY IF you want it co	onsidered i	in determining your	qualification for	r this loan.
		·	·		<del>_</del>		
Section 2: Fin	ancial Information	<b>1 - Assets and Liabilities.</b> This asks about your liabilities (or debts) th	section asks about	things you	own that are worth	money and tha	at you want
considered to qua	illy for this loan. It then	asks about your nabilities (or debts) th	iat you pay each in	Jilli, Sucii	as credit cards, aim	iony, or other ea	хрепзез.
2a. Assets - Bank	Accounts, Retirement,	and Other Accounts You Have					
		t Type, choose from the types listed h			_		
Checking Savings	<ul><li>Certificate o</li><li>Mutual Fund</li></ul>			lge Loan Pr vidual Deve		ust Account Ish Value of Life I	Insurance
Money Market	• Stocks	• Retirement (e.g., 40.		ount		sed for the trans	
Account Type - use	e list above	Financial Institution	Account Nu	ımber		Cash or Marke	t Value
,,						\$	
				Provide TO	OTAL Amount Here	\$	
					THE PRINCE HERE	Ψ	
		_					
	and Credits You Have	⊠ Does not apply					
nclude all other a	ssets and credits below.	Under Asset or Credit Type, choose f	rom the types liste	d here:			
<i>Issets</i> Proceeds from Rea	al Estate • Proceeds f	rom Sale of • Unsecured Borrow	od Funds Fari	its nest Money	. Polocati	on Funds • S	Sweat Equity
Property to be solo		Estate Asset • Other		ployer Assis			rade Equity
before closing	Secured Bo	orrowed Funds	· Lot	Equity			
2c Liabilities C	rodit Cards Other Debts	, and Leases that You Owe	Doos not annly				
			Does not apply				
	• •	) and include deferred payments. Und t (e.g., car, student, personal loans)	<b>der Account Type,</b> Open 30-Day ( <i>bala</i> )		, · ·	nere: not real estate)	• Other
Revolving (e.g., cri	- Installine	t (e.g., car, stadent, personal loans)	Open 30-Day (bulu	nce paid in		iot real estate)	- Other
Account Type - use list above	Company Namo	Account Number	Unnaid Bal	anco	To be paid off at or before closing	Monthly Paym	nont
	Company Name		Unpaid Bala				178.00
Revolving	CAPITAL ONE	0758		7,897.00		\$	125.00
Revolving Revolving	SYNCB/CARECR	1364		3,836.00		\$	213.00
- · · <b>-</b>	SYNCB/RMSTGO	2005		L,339.00		\$	35.00
Revolving	JPMCB CARD	7640	\$	958.00	D 🗆	\$	
2d. Other Liabilit	ties and Expenses	oxtimes Does not apply					
nclude all other li	abilities and expenses b	elow. Choose from the types listed he	ere:				
	-	te Maintenance • Job Related Expens					
<u> </u>		<u>·</u>					

Borrower Name: JAMES ALAN RUDD II

Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application

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Section 3: Finar them. $\Box I$ do not one			n - Real E	<b>Estate.</b> This se	ction	n asks you to list all pr	roperties you cu	rrentl	y own and w	hat you o	we on
3a. Property You O	wn	If you are r	efinancing,	list the property	y you	are refinancing FIRST.					
Address Street 3	)7 RI	JDD RD				-			Unit #		
City RIDO	EVII	LE				State SC	ZIP <b>29472</b>		Country U		
		tus: Sold,	Investmen		Asso	nthly Insurance, Taxes, ociation Dues, etc.	For 2-4 Ui	nit Prin	nary or Invest	ment Prop	erty
Property Value		iding Sale, Retained	Residence, Home, Oth			t included in Monthly tgage Payment	Monthly Renta Income		For LENDER Net Monthly		
\$650,000.00	Ret	tained	Primary	Residence	\$		\$		\$		
Mortgage Loans on	this P	roperty $\square$ <i>Do</i>	es not appl	ly							
Creditor Name		Account Num	ber	Monthly Mortgage Payment			To be paid off at or before closing	Conv	: FHA, VA, entional, a-RD, Other	Credit Lir	
HUNTINGTON NATIONAL BANK		001419757	8	(\$1,148.00)		\$97,903.00				\$	
3b. IF APPLICABLE,	Comp	lete Informatio	n for Addit	ional Property		☐ Does not apply					
Address Street 2:											
City RIDO	EVII	LLE	Г		1	State <u>sc</u>	_ ZIP <u>29472</u>		_ Country <u>U</u>	S	
		tus: Sold, iding Sale,	Intended ( Investmen Residence		Asso	othly Insurance, Taxes, ociation Dues, etc. t included in Monthly			nary or Invest		
Property Value		Retained	Home, Oth			tgage Payment	Monthly Renta Income	ı	For LENDER Net Monthly		
\$1,200,000.00	Ret	tained	Second	Home	\$68	4.00	\$		\$		
Mortgage Loans on	this P	roperty $oxtimes Do$	es not appl	ly							
Section 4: Loan refinance.	and	Property In	formation	<b>on.</b> This sectio	n ask	s about the loan's pu	rpose and the p	roper	ty you want	to purcha	se or
4a. Loan and Prope	rty Inf	formation									
Loan Amount \$ 321	000.	.00	Lo	an Purpose	O Pur	chase	O Other (spec	ify)			
<b>Property Address</b>	Street	307 RUDD	RD						Unit #		
	City	RIDGEVILLE				State <u>sc</u>	ZIP <b>29472</b>		County <u>B</u>	ERKELEY	
	Numb	er of Units <u>1</u>		<b>Property Value</b>	\$ <u>69</u>	9,000.00	_				
Occupancy	Prir	mary Residence		O Second Home	5	O Investment Pr	operty	FHA	Secondary R	esidence 🗆	
1. Mixed-Use Prope (e.g., daycare fact	<b>rty.</b> If lity, m	you will occupy nedical office, be	the proper cauty/barbe	ty, will you set a er shop)	side s	space within the proper	ty to operate you	r own	business?	● NO	O YES
2. Manufactured Ho	me. Is	s the property a	manufactu	ired home? (e.g.	, a fa	ctory built dwelling built	t on a permanent	chassi	s)	● NO	O YES
4b. Other New Mod 4c. Rental Income of							not apply not apply				
Borrower Name: JAM Additional Borrower Na			VIIDD								
Uniform Residential Loa Freddie Mac Form 65 • Effective 1/2021	n Appl	ication	עעט								
THE HUNTINGTON N 20667.342	ATION	IAL BANK (NML	S #: <b>402436</b>	) WILLIAM PA		ISHER (NMLS #: <b>174687</b> ) age 3 of 15	)				

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

oxtimes Does not apply

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

· Community Nonprofit

Employer

- Federal AgencyLocal Agency
- RelativeReligious Nonprofit
- State AgencyUnmarried Partner
- LenderOther

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

5	a. About this Property and Your Money for this Loan		
A.	Will you occupy the property as your primary residence?  If YES, have you had an ownership interest in another property in the last three years?  If YES, complete (1) and (2) below:	O NO O NO	● YES ● YES
	(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?		SH
	(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		SP
В.	If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	● NO	O YES
c.	Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?  If YES, what is the amount of this money?	● NO \$	O YES
D.	1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?	● NO	O YES
	2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?	● NO	O YES
Ε.	Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?	● NO	O YES
5	b. About Your Finances		
F.	Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?	● NO	O YES
G.	Are there any outstanding judgments against you?	● NO	O YES
н.	Are you currently delinquent or in default on a Federal debt?	● NO	O YES
I.	Are you a party to a lawsuit in which you potentially have any personal financial liability?	<b>●</b> NO	O YES
J.	Have you conveyed title to any property in lieu of foreclosure in the past 7 years?	<b>●</b> NO	O YES
K.	Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?	● NO	O YES
L.	Have you had property foreclosed upon in the last 7 years?	● NO	O YES
М.	Have you declared bankruptcy within the past 7 years?  If YES, identify the type(s) of bankruptcy:   Chapter 7   Chapter 11   Chapter 12   Chapter 13	● NO	O YES

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

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

# **Acknowledgments and Agreements**

# **Definitions:**

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

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

# (1) The Complete Information for this Application

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

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

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

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

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

# (4) Electronic Records and Signatures

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

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

# (5) Delinquency

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

# (6) Authorization for Use and Sharing of Information

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

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

Borrower Signature	Date (mm/dd/yyyy)
Additional Borrower Signature	Date (mm/dd/yyyy)
Additional Bottower Signature	

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

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<b>Section 7: Military Service.</b> This section asks questions about y	our (or your deceased spouse's) military service.
Military Service of Borrower	
Military Service - Did you (or your deceased spouse) ever serve, or are you of If YES, check all that apply: ☐ Currently serving on active duty with projected ☐ Currently retired, discharged, or separated from ☐ Only period of service was as a non-activated ☐ Surviving spouse	ed expiration date of service/tour (mm/dd/yyyy) om service
Section 8: Demographic Information. This section asks about	t your ethnicity, sex, and race.
Demographic Information of Borrower	
sex, and race) in order to monitor our compliance with equal credit opportunities provide this information, but are encouraged to do so. You may select one of law provides that we may not discriminate on the basis of this information, the information and you have made this application in person, Federal regulations.	law requires that we ask applicants for their demographic information (ethnicity, nity, fair housing, and home mortgage disclosure laws. You are not required to r more designations for "Ethnicity" and one or more designations for "Race." <b>The</b> or on whether you choose to provide it. However, if you choose not to provide ations require us to note your ethnicity, sex, and race on the basis of visual to on the basis of age or marital status information you provide in this application.
Ethnicity: Check one or more	Race: Check one or more
☐ Hispanic or Latino	☐ American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i>
☐ Mexican ☐ Puerto Rican ☐ Cuban	
Other Hispanic or Latino - <i>Print origin:</i>	<ul><li>☐ Asian</li><li>☐ Chinese</li><li>☐ Filipino</li></ul>
For example: Argentinean, Colombian, Dominican, Nicaraguan,	☐ Japanese ☐ Korean ☐ Vietnamese
Salvadoran, Spaniard, and so on.  ☐ Not Hispanic or Latino	☐ Other Asian - <i>Print race:</i>
☐ Not rispanic of Eatino	
	For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.
Sex  ☐ Female	<ul> <li>☐ Black or African American</li> <li>☐ Native Hawaiian or Other Pacific Islander</li> </ul>
☐ Male	☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
☐ I do not wish to provide this information	☐ Other Pacific Islander - <i>Print race:</i>
	For example: Fijian, Tongan, and so on.  White  I do not wish to provide this information
To Be Completed by Financial Institution (for application taken in person)	:
Was the ethnicity of the Borrower collected on the basis of visual observati	on or surname?    NO OYES
Was the sex of the Borrower collected on the basis of visual observation or Was the race of the Borrower collected on the basis of visual observation o	
The Demographic Information was provided through:	
O Face-to-Face Interview (includes Electronic Media w/ Video Component)	● Telephone Interview ○ Fax or Mail ○ Email or Internet

Borrower Name: JAMES ALAN RUDD II Additional Borrower Name: ERICA LYNN RUDD

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# Loan Originator Information Loan Originator Information Loan Originator Organization Name THE HUNTINGTON NATIONAL BANK Address 7 EASTON OVAL, COLUMBUS, OH 43219 Loan Originator Organization NMLSR ID# 402436 State License ID# 402436 Loan Originator Name WILLIAM PAUL FISHER Loan Originator NMLSR ID# 174687 State License ID# 174687 Email WILLIAM.FISHER@HUNTINGTON.COM Phone (614) 480-2265 Signature Date (mm/dd/yyyy) 05/14/2025

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

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To be completed by the <b>Lender:</b>	
Lender Loan No./Universal Loan Identifier 00083531517	Agency Case No.

# **Uniform Residential Loan Application - Additional Borrower**

Perify and complete the information on this application as directed by your Lenc	der.			
<b>Section 1: Borrower Information.</b> This section asks about your personate retirement, that you want considered to qualify for this loan.	al information and your income	from employm	ent and other sourc	ces, such
1a. Personal Information				
Name (First, Middle, Last, Suffix) ERICA LYNN RUDD	Social Security Number (or Individual Taxpayer Id			
Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix) ERICA RUDD	Date of Birth (mm/dd/yyyy) 06/06/1982			ien
Type of Credit  O I am applying for individual credit.  I am applying for joint credit. Total Number of Borrowers: 2  Each Borrower intends to apply for joint credit. Your initials:	List Name(s) of Other Born (First, Middle, Last, Suffix) JAMES ALAN RUDD II	- Use à separato		
Marital Status  Dependents (not listed by another Borrower)  Number 0  Separated  Unmarried  (Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)			Ext	
Current Address  treet 307 RUDD RD				
Sity RIDGEVILLE State St	tate SC ZIP 29472 primary housing expense © O			
f at Current Address for LESS than 2 years, list Former Address 🗵 Does not a	apply			
Mailing Address - if different from Current Address	,			
· · · · · · · · · · · · · · · · · · ·	312) 324-7820	Gross Month	nly Income	
treet 434 W ASCENSION WAY	Unit #	Base	\$ 9,792.30	/month
City MURRAY State UT ZIP 84123		Overtime	\$	/month
Check if this st	atement applies:	Bonus	\$	/month
Position of little ARCHITECT	yed by a family member,	Commission	\$	/month
property se	ller, real estate agent, or other transaction.	Military Entitlements	\$	/month
Check if you are the Business Owner or Self-Employed  O I have an ownership share of less than 25%. O I have an ownership share of 25% or more.	Monthly Income (or Loss)	Other <b>TOTAL</b>	\$\$ \$9,792.30	/month
1c. IF APPLICABLE, Complete Information for Additional Employment/Self-Emp	oloyment and Income	Does not apply		

Borrower Name: JAMES ALAN RUDD II Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Additional Borrower

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

□ Does not apply

Provide at least 2 years of current and previous employment and income.

1e. Income from Other Sources

oxtimes Does not apply

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

- Alimony Automóbile Allowance
- · Child Support
- - · Interest and Dividends
- Notes Receivable
- · Royalty Payments
- Unemployment **Benefits**

- Boarder Income Capital Gains
- Disability Foster Care
- Mortgage Credit Certificate Mortgage Differential Housing or Parsonage **Payments**
- · Public Assistance Retirement (e.g., Pension, IRA)
- Separate Maintenance Social Security Trust
- VA Compensation
- Other

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

# Section 2: Financial Information - Assets and Liabilities.

My information for Section 2 is listed on the Uniform Residential Loan Application with JAMES ALAN RUDD II

(insert name of Borrower)

# Section 3: Financial Information - Real Estate.

My information for Section 3 is listed on the Uniform Residential Loan Application with JAMES ALAN RUDD II

(insert name of Borrower)

# Section 4: Loan and Property Information.

My information for Section 4 is listed on the Uniform Residential Loan Application with JAMES ALAN RUDD II

(insert name of Borrower)

Borrower Name: JAMES ALAN RUDD II

Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Additional Borrower

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

If YES, have you had an oral of YES, complete (1) a (1) What type of propinvestment proper (2) How did you hold  B. If this is a Purchase Transaction of the proper (2) How did you hold  B. If this is a Purchase Transaction of the proper (2) How did you hold  B. If this is a Purchase Transaction of the proper (2) How did you or will you have your property be sufficiently of the property taxes (e.g.)  5b. About Your Finances  F. Are you a co-signer or good. Are there any outstanding have you currently deling have you conveyed title within the past 7 years,	had an ownership interest in another property in the last three years?  lete (1) and (2) below: e of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or not property (IP)?  you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  SET ansaction: Do you have a family relationship or business affiliation with the seller of the property?  ing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining an another party, such as the seller or realtor, that you have not disclosed on this loan application?  will you be applying for a mortgage loan on another property (not the property securing this loan) on or before ransaction that is not disclosed on this loan application?  will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that ed on this application?  ty be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through axes (e.g., the Property Assessed Clean Energy Program)?  Pances  gener or guarantor on any debt or loan that is not disclosed on this application?  e) NO  constitution of this application?  e)	SH SP NO OYES
If YES, complete (1) a (1) What type of prop investment proper (2) How did you hold  B. If this is a Purchase Tran  C. Are you borrowing any many money from another of the proper of the property of the prop	lete (1) and (2) below: e of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or not property (IP)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  Journal to the property:  Journa	SH SP NO OYES
(1) What type of propinvestment propeinvestment propeinvestmen	e of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or nt property (IP)?  you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  see Transaction: Do you have a family relationship or business affiliation with the seller of the property?  on No (Ing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining in another party, such as the seller or realtor, that you have not disclosed on this loan application?  will you be applying for a mortgage loan on another property (not the property securing this loan) on or before ransaction that is not disclosed on this loan application?  will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that ed on this application?  ty be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through axes (e.g., the Property Assessed Clean Energy Program)?  nances  gener or guarantor on any debt or loan that is not disclosed on this application?  ty delinquent or in default on a Federal debt?  to a lawsuit in which you potentially have any personal financial liability?  eyed title to any property in lieu of foreclosure in the past 7 years?  7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	SP NO OYES
investment proper (2) How did you hold  B. If this is a Purchase Tran  C. Are you borrowing any nany money from another of YES, what is the am  D. 1. Have you or will you lead to closing this transaction of the closing this property be subjusted by the closing this property taxes (e.g.)  Sb. About Your Finances  F. Are you a co-signer or given the closing this property taxes (e.g.)  Are there any outstanding the closing this property taxes (e.g.)  L. Are you a party to a law that you conveyed title  K. Within the past 7 years,	Interproperty (IP)?  You hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?  In asse Transaction: Do you have a family relationship or business affiliation with the seller of the property?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In NO  I	SP NO OYES
<ul> <li>B. If this is a Purchase Tran</li> <li>C. Are you borrowing any nany money from another If YES, what is the am</li> <li>D. 1. Have you or will you leave you reproperty be suble your property taxes (e.g.</li> <li>5b. About Your Finances</li> <li>F. Are you a co-signer or go</li> <li>G. Are there any outstanding</li> <li>H. Are you currently deling</li> <li>I. Are you a party to a law</li> <li>J. Have you conveyed title</li> <li>K. Within the past 7 years,</li> </ul>	lase Transaction: Do you have a family relationship or business affiliation with the seller of the property?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In another party, such as the seller or realtor, that you have not disclosed on this loan application?  In NO (In the property securing this loan) on or before ransaction that is not disclosed on this loan application?  In NO (In the property securing this loan) on or before closing this loan that ed on this application?  In NO (In NO (In the property Assessed Clean Energy Program)?  In I	IO OYES
C. Are you borrowing any nany money from another If YES, what is the am  D. 1. Have you or will you la closing this transactic 2. Have you or will you la is not disclosed on th  E. Will this property be subyour property taxes (e.g.)  5b. About Your Finances  F. Are you a co-signer or go  G. Are there any outstanding  H. Are you currently deling  I. Are you a party to a law  J. Have you conveyed title  K. Within the past 7 years,	ing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining an another party, such as the seller or realtor, that you have not disclosed on this loan application?  sis the amount of this money?  will you be applying for a mortgage loan on another property (not the property securing this loan) on or before ransaction that is not disclosed on this loan application?  will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that ed on this application?  ty be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through axes (e.g., the Property Assessed Clean Energy Program)?  **NO**  **NO**  **NO**  **NO**  **NO**  **NO**  **NO**  **Installing judgments against you?  **Ity delinquent or in default on a Federal debt?  **Ity delinquent or in default on a Federal debt?  **Ity delinquent or in default on a Federal debt?  **To a lawsuit in which you potentially have any personal financial liability?  **Eved title to any property in lieu of foreclosure in the past 7 years?  **NO**	
any money from another If YES, what is the am  D. 1. Have you or will you I closing this transactic 2. Have you or will you I is not disclosed on th  E. Will this property be sub your property taxes (e.g. 5b. About Your Finances  F. Are you a co-signer or gi  G. Are there any outstandid. Are you currently deling I. Are you a party to a law  J. Have you conveyed title K. Within the past 7 years,	another party, such as the seller or realtor, that you have not disclosed on this loan application?  Is the amount of this money?  Is the amount of this money.  Is not disclosed on this loan, credit card, etc.) on or before closing this loan on the money.  Is not disclosed on this loan, credit card, etc.) on or before closing this loan on the money.  Is not disclosed on this loan, credit card, etc.) on or before closing this loan on the money.  Is not	io Oyes
<ul> <li>D. 1. Have you or will you le closing this transaction.</li> <li>2. Have you or will you le is not disclosed on the le. Will this property be subtyour property taxes (e.g.)</li> <li>5b. About Your Finances</li> <li>F. Are you a co-signer or george.</li> <li>G. Are there any outstanding.</li> <li>H. Are you currently deling.</li> <li>I. Are you a party to a law.</li> <li>J. Have you conveyed title.</li> <li>K. Within the past 7 years,</li> </ul>	will you be applying for a mortgage loan on another property (not the property securing this loan) on or before ransaction that is not disclosed on this loan application? will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that ed on this application?  ty be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through axes (e.g., the Property Assessed Clean Energy Program)?  nances  gner or guarantor on any debt or loan that is not disclosed on this application?  et ly delinquent or in default on a Federal debt?  to a lawsuit in which you potentially have any personal financial liability?  eyed title to any property in lieu of foreclosure in the past 7 years?  7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	
closing this transactic 2. Have you or will you lis not disclosed on th  E. Will this property be sub your property taxes (e.g.  5b. About Your Finances  F. Are you a co-signer or go  G. Are there any outstandid  H. Are you currently deling  I. Are you a party to a law  J. Have you conveyed title  K. Within the past 7 years,	ransaction that is not disclosed on this loan application? will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that ed on this application?  ty be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through axes (e.g., the Property Assessed Clean Energy Program)?  nances  gner or guarantor on any debt or loan that is not disclosed on this application?  outstanding judgments against you?  outstanding judgments against you?  outstanding in default on a Federal debt?  outstanding in which you potentially have any personal financial liability?  outstanding in which you potentially have any personal financial liability?  outstanding in which you potentially have any personal financial liability?  outstanding in the past 7 years?	
is not disclosed on the E. Will this property be sub your property taxes (e.g. 5b. About Your Finances  F. Are you a co-signer or go G. Are there any outstanding H. Are you currently deling I. Are you a party to a law J. Have you conveyed title K. Within the past 7 years,	nances  gner or guarantor on any debt or loan that is not disclosed on this application?  Ity delinquent or in default on a Federal debt?  Ity delinquent or in default on a Federal debt?  It o a lawsuit in which you potentially have any personal financial liability?  Ity delinquent or in lieu of foreclosure in the past 7 years?  Ity years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	IO OYES
5b. About Your Finances  F. Are you a co-signer or go G. Are there any outstanding I. Are you a party to a law J. Have you conveyed title K. Within the past 7 years,	nances  gner or guarantor on any debt or loan that is not disclosed on this application?  ely delinquent or in default on a Federal debt?  to a lawsuit in which you potentially have any personal financial liability?  eyed title to any property in lieu of foreclosure in the past 7 years?  7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	IO OYES
<ul> <li>F. Are you a co-signer or go</li> <li>G. Are there any outstanding</li> <li>H. Are you currently deling</li> <li>I. Are you a party to a law</li> <li>J. Have you conveyed title</li> <li>K. Within the past 7 years,</li> </ul>	ener or guarantor on any debt or loan that is not disclosed on this application?  Industry delinquents against you?  It delinquent or in default on a Federal debt?  It to a lawsuit in which you potentially have any personal financial liability?  It is eyed title to any property in lieu of foreclosure in the past 7 years?  If 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	IO OYES
<ul> <li>H. Are you currently deling</li> <li>I. Are you a party to a law</li> <li>J. Have you conveyed title</li> <li>K. Within the past 7 years,</li> </ul>	tly delinquent or in default on a Federal debt?  • NO (  to a lawsuit in which you potentially have any personal financial liability?  • Payed title to any property in lieu of foreclosure in the past 7 years?  • NO (  To years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	
<ul><li>I. Are you a party to a law</li><li>J. Have you conveyed title</li><li>K. Within the past 7 years,</li></ul>	to a lawsuit in which you potentially have any personal financial liability?  eyed title to any property in lieu of foreclosure in the past 7 years?  7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	O YES
J. Have you conveyed title  K. Within the past 7 years,	eyed title to any property in lieu of foreclosure in the past 7 years?  7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	O YES
<b>K.</b> Within the past 7 years,	7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party agreed to accept less than the outstanding mortgage balance due?	O YES
	agreed to accept less than the outstanding mortgage balance due?	IO OYES
and the Lender agreed t	venerty foreclosed upon in the last 7 years?	IO OYES
L. Have you had property f	roperty foreclosed upon in the last 7 years:	O YES
•	red bankruptcy within the past 7 years? the type(s) of bankruptcy:   Chapter 7   Chapter 11   Chapter 12   Chapter 13	IO OYES

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Additional Borrower

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Section 7: Military Service. This section asks questions about y	your (or your deceased spouse's) military service.
	(or your deceased spouse symmetry service.
Military Service of Borrower  Military Service - Did you (or your deceased spouse) ever serve, or are you of YES, check all that apply: □ Currently serving on active duty with projected □ Currently retired, discharged, or separated from □ Only period of service was as a non-activated □ Surviving spouse	ed expiration date of service/tour (mm/dd/yyyy) rom service
Section 8: Demographic Information. This section asks about	it your ethnicity, sex, and race.
Demographic Information of Borrower	
sex, and race) in order to monitor our compliance with equal credit opporture provide this information, but are encouraged to do so. You may select one claw provides that we may not discriminate on the basis of this information the information and you have made this application in person, Federal regulations.	law requires that we ask applicants for their demographic information (ethnicity, inity, fair housing, and home mortgage disclosure laws. You are not required to primore designations for "Ethnicity" and one or more designations for "Race." <b>The</b> , or on whether you choose to provide it. However, if you choose not to provide lations require us to note your ethnicity, sex, and race on the basis of visual e on the basis of age or marital status information you provide in this application.
Ethnicity: Check one or more	Race: Check one or more
☐ Hispanic or Latino	☐ American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i>
☐ Mexican ☐ Puerto Rican ☐ Cuban	
Other Hispanic or Latino - <i>Print origin:</i> For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.	Asian  Asian Chinese Filipino  Japanese Korean Vietnamese  Other Asian - Print race:
☐ Not Hispanic or Latino	
☐ I do not wish to provide this information	For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.
Sex	☐ Black or African American
☐ Female	☐ Native Hawaiian or Other Pacific Islander
Male Male	☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
☐ I do not wish to provide this information	Other Pacific Islander - <i>Print race:</i>
	For example: Fijian, Tongan, and so on.  White  I do not wish to provide this information
To Be Completed by Financial Institution (for application taken in person)	): 
Was the ethnicity of the Borrower collected on the basis of visual observat	
Was the sex of the Borrower collected on the basis of visual observation or Was the race of the Borrower collected on the basis of visual observation of	surname? • NO OYES
The Demographic Information was provided through:	
O Face-to-Face Interview (includes Electronic Media w/ Video Component)	● Telephone Interview O Fax or Mail O Email or Internet

Borrower Name: JAMES ALAN RUDD II Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Additional Borrower

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# Loan Originator Information Loan Originator Information Loan Originator Organization Name THE HUNTINGTON NATIONAL BANK Address 7 EASTON OVAL, COLUMBUS, OH 43219 Loan Originator Organization NMLSR ID# 402436 State License ID# 402436 Loan Originator Name WILLIAM PAUL FISHER Loan Originator NMLSR ID# 174687 State License ID# 174687 Email WILLIAM.FISHER@HUNTINGTON.COM Phone (614) 480-2265 Signature Date (mm/dd/yyyy) 05/14/2025

Borrower Name: JAMES ALAN RUDD II
Additional Borrower Name: ERICA LYNN RUDD

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To be completed by the <b>Lender</b> : Lender Loan No./Universal Loan	Identifier <u>00083531517</u>		Agency Case No.
Uniform Residential This section is completed by	Loan Application - Lender Loan Info	ormation	
☐ The property is in a com  Transaction Detail ☐ Conversion of Contract f ☐ Renovation ☐ Construction-Conversion ☐ Single-Closing ☐ Construction/Improvemen Lot Acquired Date	ves in a community property state. munity property state. for Deed or Land Contract n/Construction-to-Permanent Two-Closing	☐ Property is currently first mortgage lien,	Refinance Program  O Full Documentation O Interest Rate Reduction O Streamlined without Appraisal O Other  Finance energy-related improvements. If subject to a lien that could take priority over the such as a clean energy lien paid through property perty Assessed Clean Energy program).
	dominium 🗆 Cooperative 🗆 Planne	d Unit Development (PUI	D) Property is not located in a project
L2. Title Information  Title to the Property Will b  JAMES ALLEN RUDD,	e Held in What Name(s): II AND ERICA LYNN RUDD		the Property is <b>Currently</b> Held in What Name(s): D, II AND ERICA LYNN RUDD
Estate Will be Held in  Fee Simple  Leasehold Expiration Da	te ( <i>mm/dd/yyyy</i> )	Trust Information  ● Title Will be Held by  ○ Title Will be Held by	an <i>Inter Vivos (Living)</i> Trust a Land Trust
Manner in Which Title Wil ○ Sole Ownership ○ Life Estate ○ Tenancy in Common	I be Held  ○ Joint Tenancy with Right of Survivorship ○ Tenancy by the Entirety  ③ Other	Indian Country Land Te O Fee Simple On a Reso O Individual Trust Land O Tribal Trust Land On O Tribal Trust Land Off O Alaska Native Corpo	ervation d (Allotted/Restricted) a Reservation FReservation

Borrower Name: JAMES ALAN RUDD II

Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Lender Loan Information

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L3. Mortgage Loan Information			
Mortgage Type Applied For  ○ Conventional ○ USDA-RD  ○ FHA ○ VA ● Other: HELOC	Note Rate <u>8.2400</u> %	<b>ortgage Lien Ty</b> First Lien Subordinate Lie	•
Amortization Type	Proposed Monthly Payment for Property		
O Fixed Rate O Other (explain):	First Mortgage (P & I)	\$	1,148.00
Adjustable Rate	Subordinate Lien(s) (P & I)	\$	2,204.20
If Adjustable Rate: Initial Period Prior to First Adjustment0 (months)	Homeowner's Insurance	\$	253.58
Subsequent Adjustment Period 1 (months)	Supplemental Property Insurance	\$	
Loan Features	Property Taxes	\$	111.71
Balloon / Balloon Term (months)	Mortgage Insurance	\$	
☐ Interest Only / Interest Only Term 120 (months)	Association/Project Dues (Condo, Co-Op, PUL	D) \$	
Prepayment Penalty / Prepayment Penalty Term (months)	Other	\$	
Temporary Interest Rate Buydown / Initial Buydown Rate%	TOTAL	\$	3,717.49
Other (explain):		-	

Borrower Name: JAMES ALAN RUDD II

Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Lender Loan Information

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HL000835315172066714HNBPR

L4. Qualifying the Borrower - Minimum Required Funds or Cash Back		
DUE FROM BORROWER(S)	<b>.</b>	
A. Sales Contract Price	\$	
B. Improvements, Renovations, and Repairs	\$	
C. Land (if acquired separately)	\$	
D. For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction (See Table 3a. Property You Own)	\$	
E. Credit Cards and Other Debts Paid Off (See Table 2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe)	\$	
F. Borrower Closing Costs (including Prepaid and Initial Escrow Payments)	\$	400.00
G. Discount Points	\$	
H. TOTAL DUE FROM BORROWER(s) (Total of A thru G)	\$	400.00
TOTAL MORTGAGE LOANS	· .	
Loan Amount Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$ 321,000.00 Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$	\$	321,000.00
J. Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing (See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)	\$	
K. TOTAL MORTGAGE LOANS (Total of I and J)	\$	321,000.00
TOTAL CREDITS		
L. Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)	\$	
M. Other Credits (Enter the sum of all other credits - Borrower Paid Fees, Earnest Money, Employer Assisted Housing, Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other)	\$	400.00
N. TOTAL CREDITS (Total of L and M)	\$	400.00
CALCULATION	•	
TOTAL DUE FROM BORROWER(s) (Line H)	\$	400.00
LESS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)	- \$	321,400.0
Cash From/To the Borrower (Line H minus Line K and Line N) NOTE: This amount does not include reserves or other funds that may be required by the Lender to be verified.	\$	-321,000.0

Borrower Name: JAMES ALAN RUDD II

Additional Borrower Name: ERICA LYNN RUDD

Uniform Residential Loan Application - Lender Loan Information

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THE HUNTINGTON NATIONAL BANK (NMLS #: 402436) | WILLIAM PAUL FISHER (NMLS #: 174687)

20667.342



Prepared By: The Huntington National Bank P.O. Box 122620 - KY8030 Covington, KY 41012-9956

After Recording Return To: The Huntington National Bank P.O. Box 122620 - KY8030 Covington, KY 41012-9956

[Space Above This Line For Recording Data]

# **HOME EQUITY LINE OF CREDIT MORTGAGE** (Variable Interest Rate)

RUDD II Loan #: 00083531517 Serv. #: P2499 PIN:

### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 14.

"Security Instrument" means this document, which is dated JUNE 11, 2025, together with all riders to this document.

"Borrower" is JAMES ALLEN RUDD, II AND ERICA LYNN RUDD, AS TRUSTEES OF THE RUDD FAMILY REVOCABLE LIVING TRUST DATED MARCH 6, 2025. The Borrower's address is 307 RUDD RD, RIDGEVILLE, SC 29472 US. Borrower is the mortgagor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is The Huntington National Bank, a national banking association, whose address is Department GW0214, 5555 Cleveland Avenue, Columbus, OH 43231 (NMLSR ID: 402436). Lender is the mortgagee under this Security Instrument.

"Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$321,000.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)

**EX** 20722.13

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to pay the debt in full not later than the Maturity Date, which is **JUNE 11, 2055**. The interest rate under the Debt Instrument may increase or decrease from time to time, as set forth more fully in the Debt Instrument, and, as a result, the dollar amount of the Periodic Payments required under the Debt Instrument may also increase or decrease. All references to interest in this Security Instrument shall be to the variable rate of interest set forth in the Debt Instrument.

- "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- "Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, 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.
- "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.
- "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.
- "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 4) 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.
- "Periodic Payment" means the payment amounts as they become due under the Debt Instrument.
- "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 Debt Instrument 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 future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described Property located at 307 RUDD RD, RIDGEVILLE, SC 29472 ("Property Address"), which is also located in: BERKELEY and as may be more fully described in Schedule A.

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, 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

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)



be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and 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.

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

1. Payment of Principal, Interest, Prepayment, Other Charges and Escrows. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Debt Instrument and any prepayment charges, late charges and other charges due under the Debt Instrument. Payments due under the Debt Instrument 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 Debt Instrument or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Debt Instrument 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 Debt Instrument or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. 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.

Subject to Applicable Law, Lender may, upon notice either before or after the execution of this Security Instrument, require Borrower to pay amounts into an escrow or impound account with the Lender up to the maximum amount permitted by law for the payment of all (a) taxes, assessments (including condominium assessments, if any) and other items which may attain priority over this Security Instrument; (b) premiums for any insurance required by Lender under Section 4; and (c) leasehold payments or ground rents on the Property, if any.

- **2. Application of Payments or Proceeds.** Except as otherwise provided in the Debt Instrument or Applicable Law, Lender may apply payments in any order that Lender deems appropriate. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Debt Instrument shall not extend or postpone the due date of subsequent Periodic Payments.
- **3. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) has disclosed such lien to Lender at application for the Loan or 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

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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 that can attain priority over this Security Instrument and which was not disclosed on the application for the Loan that Borrower provided to Lender, 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 3.

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.

4. 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 remapping's 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 4 also shall become additional debt secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan. Upon Lender's request, Borrower shall promptly give to Lender copies of all policies, renewal certificates, 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan.

In the event of loss and subject to the rights of any lienholder with rights to insurance proceeds that

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are superior to Lender's rights, the following provisions in this Section 4 shall apply. 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 19 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 Debt Instrument 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 Debt Instrument or this Security Instrument, whether or not then due, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

- **5. 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, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control.
- **6. 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 4 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

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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.

**7. 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 and liens on the Property.

8. 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 or any obligation that is secured by a lien that has priority over 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 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, 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.

**9. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

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. Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's

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rights, 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.

Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, in the event of a 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.

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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights. "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 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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

- 10. 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.
- 11. Joint and Several Liability; Co-Grantor; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Co-Grantor: (a) is signing this Security Instrument only to mortgage, grant and convey the Co-Grantor'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 Debt Instrument without the Co-Grantor's consent.

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Subject to the provisions of Section 16, 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 17) and benefit the successors and assigns of Lender.

12. 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 not to exceed 15% of the Borrower's unpaid debt after default, 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 Debt Instrument 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 Debt Instrument). 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.

- 13. 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 Borrower's 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 notice address. If Lender specifies a procedure for reporting Borrower's change of notice address, then Borrower shall only report a change of notice address through that specified procedure. There may be only one designated notice address for Borrower 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.
- 14. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, 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

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Debt Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Debt Instrument 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.

- **15. Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. 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.
- 17. Sale of Debt Instrument; Change of Loan Servicer. The Debt Instrument or a partial interest in the Debt Instrument (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 Debt Instrument and this Security Instrument and performs other mortgage loan servicing obligations under the Debt Instrument, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Debt Instrument. 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 required by Applicable Law in connection with a notice of transfer of servicing. If the Debt Instrument is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Debt Instrument, 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 purchaser of the Debt Instrument unless otherwise provided by the purchaser of the Debt Instrument.
- 18. Hazardous Substances. As used in this Section 18: (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

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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:

- 19. Acceleration; Remedies. Borrower will be in default if (1) any payment required by the Debt Instrument or this Security Instrument is not made when it is due; or (2) Lender's prospect of payment, performance or realization of collateral is significantly impaired, which may include the following: (a) Lender discovers that Borrower or any applicant for the Loan has committed fraud or made a material misrepresentation in connection with the Loan, and such fraud or misrepresentation significantly impairs the prospect of payment, performance or realization of collateral; (b) Borrower takes any action or fails to take any action including, but not limited to, actions or inactions prohibited by Section 16, that adversely affects Lender's rights under this Security Instrument, any of Lender's other security for the Debt Instrument, or any right Lender has in the Property; or (c) Borrower is an executive officer of Lender and federal law permits or requires immediate payment of the Loan. Upon the occurrence of an event of default, and following any notice and/or the expiration of any time period required by Applicable Law, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice or 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 19, including, but not limited to, reasonable attorneys' fees, not to exceed 15% of the Borrower's unpaid debt after default, and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.
- **20. Release.** Upon payment of all sums secured by this Security Instrument and termination of the line of credit created by the Debt Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- **21. Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.
- 22. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

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23. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Debt Instrument and any future advances made under this Security Instrument up to 150% of the original principal amount of the Debt Instrument plus interest thereon, attorneys' fees, not to exceed 15% of the Borrower's unpaid debt after default, and court costs.

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

Loan Originator: THE HUNTINGTON NATIONAL BANK

Name: WILLIAM PAUL FISHER

**NMLSR ID: 174687** 

## THIS INSTRUMENT PREPARED BY:

The huntington national bank (NMLS #: 402436) | william paul fisher (NMLS #: 174687)



THE HUNTINGTON NATIONAL BANK P.O. Box 122620 - KY8030 Covington, KY 41012-9956

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## **CERTIFICATE OF TRUSTEES**

The undersigned (the "Trustees") hereby certify to The Huntington National Bank (the "Bank") that the attached copy of a Certification of Trust, dated March 6, 2025 (the "Trust Agreement"), certifying the terms of the Rudd Family Revocable Living Trust, dated March 6, 2025 (the "Trust"), is true and includes all provisions relevant to the Trustees' exercise of powers; that the Trust has not been amended, modified or restated; that the Trust continues in full force and effect; that the trust is revocable; that the undersigned are the co-trustees; that the credit being extended by the Bank directly benefits the Trust beneficiaries, is for purposes arising in the administration of the Trust estate and will cause no loss of tax benefits to the Trust; and that there are no restrictions on or conditions to the Trustees' powers to borrow funds or to encumber trust held real estate. The undersigned acknowledge that the Bank is entitled to rely upon the accuracy of this Certificate of Trustees in deciding to extend such credit.

Dated:	, 2025	James Allen Rudd, II, Trustee
Dated:	, 2025	Erica Lynn Rudd, Trustee
Mortgagor:	James Allen Rudd, Il	I and Erica Lynn Rudd, as Trustees of the Rudd

Family Revocable Living Trust dated March 6, 2025