

UCC-1 Form

FILER INFORMATION

Full name: **WOLTERS KLUWER LIEN SOLUTIONS**

Email Contact at Filer: **CTLSWEBACK@WOLTERSKLUWER.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **LIEN SOLUTIONS**

Mailing Address: **P.O. BOX 29071**

City, State Zip Country: **GLENDALE, CA 91209-9071 USA**

DEBTOR INFORMATION

Org. Name: **SEMPER HOME LOANS, INC.**

Mailing Address: **225 DUPONT DRIVE**

City, State Zip Country: **PROVIDENCE, RI 02907 USA**

SECURED PARTY INFORMATION

Org. Name: **MERCHANTS BANK OF INDIANA**

Mailing Address: **410 MONON BLVD**

City, State Zip Country: **CARMEL, IN 46032 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI-0-100458368-69943126

COLLATERAL

THE PURCHASED ASSETS; THE RECORDS RELATED TO THE PURCHASED ASSETS; THE PROGRAM DOCUMENTS (TO THE EXTENT SUCH PROGRAM DOCUMENTS AND DEBTOR'S RIGHT THEREUNDER RELATE TO THE PURCHASED ASSETS); ANY PROPERTY RELATING TO ANY PURCHASED ASSET OR THE RELATED MORTGAGED PROPERTY; ANY TAKEOUT COMMITMENTS RELATING TO ANY PURCHASED ASSETS; ANY CLOSING PROTECTION LETTER, ESCROW LETTER OR SETTLEMENT AGREEMENT RELATING TO ANY PURCHASED ASSET; ANY SERVICING RIGHTS RELATING TO ANY PURCHASED ASSET; ALL INSURANCE POLICIES AND INSURANCE PROCEEDS RELATING TO ANY PURCHASED ASSET OR THE RELATED MORTGAGED PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PAYMENTS OR PROCEEDS UNDER ANY RELATED PRIMARY INSURANCE OR HAZARD INSURANCE; ANY INCOME RELATING TO ANY PURCHASED ASSET; ALL AMOUNTS OR PROPERTY FROM TIME TO TIME ON DEPOSIT IN THE OPERATING ACCOUNT; AND ANY OTHER CONTRACT RIGHTS, ACCOUNTS (INCLUDING ANY INTEREST OF DEBTOR IN ESCROW ACCOUNTS) AND ANY OTHER PAYMENTS, RIGHTS TO PAYMENT (INCLUDING PAYMENTS OF INTEREST OR FINANCE CHARGES) AND GENERAL INTANGIBLES TO THE EXTENT THAT THE FOREGOING RELATES TO ANY PURCHASED ASSET; AND ANY OTHER ASSETS RELATING TO THE PURCHASED ASSETS (INCLUDING ANY OTHER ACCOUNTS) OR ANY INTEREST IN THE PURCHASED ASSETS; ALL COLLATERAL UNDER ANY OTHER SECURED DEBT FACILITY (INCLUDING ANY FACILITY DOCUMENTED AS A REPURCHASE AGREEMENT OR SIMILAR PURCHASE AND SALE AGREEMENT) BETWEEN DEBTOR OR ITS AFFILIATES ON THE ONE HAND AND SECURED PARTY OR SECURED PARTY'S AFFILIATES ON THE OTHER; ACCOUNTS; CHATTEL PAPER (INCLUDING ELECTRONIC CHATTEL PAPER); GOODS (INCLUDING INVENTORY AND EQUIPMENT AND ANY ACCESSIONS THERETO); INSTRUMENTS (INCLUDING PROMISSORY NOTES); DOCUMENTS; INVESTMENT PROPERTY; GENERAL INTANGIBLES (INCLUDING PAYMENT INTANGIBLES AND SOFTWARE) TOGETHER WITH ALL ACCESSIONS AND ADDITIONS THERETO; SUBSTITUTIONS AND REPLACEMENTS THEREFOR; AND ALL PRODUCTS AND PROCEEDS, IN ALL INSTANCES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, NOW EXISTING OR HEREAFTER CREATED AND WHEREVER LOCATED AND (II) THE SERVICING RIGHTS AND PROCEEDS RELATED THERETO IN ALL INSTANCES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, NOW EXISTING OR HEREAFTER CREATED AND WHEREVER LOCATED, TO THE EXTENT ANY OF THE FOREGOING RELATES TO ANY PURCHASED ASSETS. AS USED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN EXHIBIT A-1 HERETO. CAPITALIZED TERMS USED HEREIN AND NOT DEFINED ON EXHIBIT A-1 SHALL HAVE THE MEANINGS SET FORTH IN THE MASTER REPURCHASE AGREEMENT. A PURCHASE OF OR SECURITY INTEREST IN ANY COLLATERAL DESCRIBED IN THIS

FINANCING STATEMENT WILL VIOLATE THE RIGHTS OF THE SECURED PARTY AS MORE FULLY DESCRIBED IN, AND SUBJECT TO THE TERMS OF, THE RELATED TRANSACTION DOCUMENTS. EXHIBIT "A-1" "AFFILIATE" MEANS WITH REGARD TO A PARTY SHALL MEAN ANY PERSON THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH SUCH PARTY. "CLOSING PROTECTION LETTER" MEANS A LETTER ISSUED BY A TITLE INSURER IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO SECURED PARTY PURSUANT TO WHICH SUCH TITLE INSURER AGREES TO INDEMNIFY DEBTOR AND/OR SECURED PARTY, WITHOUT LIMITATION, AGAINST EMBEZZLEMENT BY THE CLOSING AGENT AND LOSS OR DAMAGE RESULTING FROM THE FAILURE OF THE CLOSING AGENT TO COMPLY WITH ALL APPLICABLE CLOSING INSTRUCTIONS OR TO OBTAIN ALL REQUIRED DOCUMENTS. "CONFIRMATION" MEANS A CONFIRMATION LETTER THAT DOCUMENTS THE SALE OF PURCHASED ASSETS WITH RESPECT TO A TRANSACTION. "INCOME" MEANS, WITH RESPECT TO ANY MORTGAGE LOAN AT ANY TIME, ANY PRINCIPAL THEREOF THEN PAYABLE AND ALL INTEREST, DIVIDENDS OR OTHER DISTRIBUTIONS PAYABLE THEREON. "MASTER REPURCHASE AGREEMENT" MEANS THE MASTER REPURCHASE AGREEMENT, DATED AUGUST 2, 2024, AS MAY BE AMENDED OR RESTATED FROM TIME TO TIME, BY AND BETWEEN DEBTOR, AS SELLER, AND SECURED PARTY, AS BUYER. "MORTGAGE" MEANS, WITH RESPECT TO EACH MORTGAGE LOAN, THE MORTGAGE, DEED OF TRUST OR OTHER SECURITY AGREEMENT CREATING A FIRST PRIORITY SECURITY INTEREST ON A FEE SIMPLE INTEREST IN RESIDENTIAL REAL PROPERTY. "MORTGAGE FILE" MEANS, WITH RESPECT TO EACH MORTGAGE LOAN, A MORTGAGE FILE FOR SUCH MORTGAGE LOAN CONTAINING EACH OF THE MORTGAGE LOAN DOCUMENTS AND THE CLOSING PROTECTION LETTER. "MORTGAGE LOAN" MEANS AN INDIVIDUAL MORTGAGE LOAN THAT CONFORMS TO THE REQUIREMENTS OF THE MASTER REPURCHASE AGREEMENT AND THAT IS SUBJECT TO A TRANSACTION, WHICH MORTGAGE LOAN INCLUDES THE MORTGAGE FILE, THE MONTHLY PAYMENTS AND PRINCIPAL PREPAYMENTS UNDER THE MORTGAGE NOTE, LIQUIDATION PROCEEDS, CONDEMNATION PROCEEDS, INSURANCE PROCEEDS DISPOSITION PROCEEDS AND ALL OTHER RIGHTS, BENEFITS, PROCEEDS AND OBLIGATIONS ARISING FROM OR IN CONNECTION WITH SUCH MORTGAGE LOAN. "MORTGAGE NOTE" MEANS THE PROMISSORY NOTE OR OTHER EVIDENCE OF THE INDEBTEDNESS OF A MORTGAGOR SECURED BY A MORTGAGE. "MORTGAGED PROPERTY" MEANS, WITH RESPECT TO EACH MORTGAGE LOAN, THE REAL PROPERTY AND IMPROVEMENTS THEREON SUBJECT TO THE MORTGAGE SECURING THE RELATED MORTGAGE NOTE. "OPERATING ACCOUNT" MEANS THE SEGREGATED TIME OR DEMAND DEPOSIT ACCOUNT AT MERCHANTS BANK OF INDIANA, NATIONAL ASSOCIATION AS SET FORTH IN SECTION 5(A) OF THE MASTER REPURCHASE AGREEMENT. "PROGRAM DOCUMENTS" MEANS THE MASTER REPURCHASE AGREEMENT, THE PRICING LETTER, THE PROGRAM GUARANTY, THE ELECTRONIC TRACKING AGREEMENT AND THE POWER OF ATTORNEY. "PROPERTY" MEANS ANY RIGHT OR INTEREST IN OR TO PROPERTY OF ANY KIND WHATSOEVER, WHETHER REAL, PERSONA) OR MIXED AND WHETHER TANGIBLE OR INTANGIBLE. "PURCHASED ASSET" MEANS EACH MORTGAGE LOAN SOLD BY DEBTOR TO SECURED PARTY IN A TRANSACTION, AS REFLECTED IN THE CONFIRMATION, AND WHICH HAS NOT BEEN REPURCHASED BY DEBTOR UNDER THE MASTER REPURCHASE AGREEMENT. "RECORDS" MEANS ALL INSTRUMENTS, AGREEMENTS AND OTHER BOOKS, RECORDS, AND REPORTS AND DATA GENERATED BY OTHER MEDIA FOR THE STORAGE OF INFORMATION MAINTAINED BY DEBTOR OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO A PURCHASED ASSET; INCLUDING THE MORTGAGE NOTES, ANY MORTGAGES, THE MORTGAGE FILES, THE CREDIT FILES RELATED TO THE PURCHASED ASSET AND ANY OTHER INSTRUMENTS NECESSARY TO DOCUMENT OR SERVICE A MORTGAGE LOAN. "SERVICING RIGHTS" MEANS THE RIGHTS OF ANY PERSON TO ADMINISTER, SERVICE OR SUBSERVICE, THE PURCHASED ASSETS OR TO POSSESS RELATED RECORDS. "TAKEOUT COMMITMENT" MEANS (A) WITH RESPECT TO PURCHASED ASSETS THAT ARE CONFORMING MORTGAGE LOANS, A COMMITMENT OF DEBTOR TO SELL ONE OR MORE SUCH PURCHASED ASSETS TO AN APPROVED INVESTOR (INCLUDING AN AGENCY) AND THE CORRESPONDING APPROVED INVESTOR'S (INCLUDING AN AGENCY'S) COMMITMENT BACK TO DEBTOR TO EFFECTUATE THE FOREGOING, WHICH COMMITMENT MAY BE IN THE FORM OF A "TO BE ALLOCATED" (TBA) COMMITMENT FOR WHICH THE RELATED PURCHASED ASSETS ARE ALLOCATED; AND (B) WITH RESPECT TO PURCHASED ASSETS THAT ARE NONCONFORMING MORTGAGE LOANS, A COMMITMENT OF DEBTOR TO SELL ONE OR MORE SUCH PURCHASED ASSETS TO AN APPROVED INVESTOR AND THE CORRESPONDING APPROVED INVESTOR'S COMMITMENT BACK TO DEBTOR TO EFFECTUATE THE FOREGOING, WHICH COMMITMENT MEETS THE REQUIREMENTS SET FORTH IN THE DEFINITION OF "NONCONFORMING MORTGAGE LOAN". "TRANSACTION" MEANS A TRANSACTION IN WHICH DEBTOR AGREES TO TRANSFER TO SECURED PARTY MORTGAGE LOANS ON A SERVICING RELEASED BASIS AGAINST THE TRANSFER OF FUNDS BY SECURED PARTY, WITH A SIMULTANEOUS AGREEMENT BY SECURED PARTY TO TRANSFER TO DEBTOR SUCH MORTGAGE LOANS ON A SERVICING RELEASED BASIS ON THE REPURCHASE DATE, AGAINST THE TRANSFER OF FUNDS BY DEBTOR.