

STEWART TITLE

GUARANTY COMPANY

COMMITMENT FOR TITLE INSURANCE

Property Address: 5407 Apache Road, Louisville, KY 40207

File No.: 5407_APA VER. 6.28/14.31

SCHEDULE A

There is 1 commitment and property description for this sale.

1. Effective Date 06-08-2026 @ 8:00 am

Examiner: ASK

2. Policy or policies to be issued:

Amount to be determined at auction

___ ALTA OWNER'S POLICY - (2006)

___ ALTA Residential Title Insurance Policy - (2006)

Proposed Insured:

PURCHASER TO BE DETERMINED AT AUCTION

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested, with right of survivorship, in:

**THE PAULINE S. KUH BANDER REVOCABLE TRUST DATED NOVEMBER 20, 2024, Pauline S. Kuhbander
Trustee**

BEING the same property conveyed from Pauline Kuhbander a/k/a Pauline S. Kuhbander, unmarried, to **THE PAULINE S. KUH BANDER REVOCABLE TRUST DATED NOVEMBER 20, 2024**, by Quitclaim Deed dated 11-20-24 and recorded in Deed Book 12962, Page 183, in the Office of the County Clerk of Jefferson County, Kentucky.

AND BEING the same property conveyed to Melvin Kuhbander and Pauline Kuhbander, husband and wife, as tenants in common, by deed dated June 4, 1990, of record in Deed Book 5995, Page 248, in the Office aforesaid. The said MELVIN KUH BANDER died testate on February 4, 2012, at which time his ½ interest in the realty was devised to his wife, **PAULINE KUH BANDER** per his will Probated in Jefferson County Probate Case No. 12-P-002509 and recorded in Will Book 568, Page 477, in the Office aforesaid.

4. The land referred to in this commitment is located at 5407 Apache Road, Louisville, KY 40207 in this city of Indian Hills, Jefferson County, Kentucky, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

STEWART TITLE
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION
5407 Apache Road, Louisville, KY 40207

VER. 6.28/14.31 5407_APA

SCHEDULE B--Section 1
Limitations and Requirements

THIS COMMITMENT IS INTENDED AND ISSUED FOR THE EXCLUSIVE USE OF THE PROPOSED INSURED APPEARING ON PAGE 1.
NO OTHER PERSON IS PERMITTED TO USE OR RELY UPON THIS COMMITMENT.

The following are the requirements to be complied with:

Valid resolution authorizing transaction for any corporate or partnership seller or mortgagor.

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Payment of the title insurance premium in the amount of \$.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Deed from **THE PAULINE S. KUH BANDER REVOCABLE TRUST DATED NOVEMBER 20, 2024 and S2,**
husband and wife in favor of **PURCHASER TO BE DETERMINED AT AUCTION.**

Pay and release all mortgages and liens of record.

Additional Requirements for Policy:

Title to be furnished with the trust agreement for The Pauline S. Kuhbander Revocable Trust Dated November 20, 2024, and all amendments thereto, and any conveyance or encumbrance must be made in compliance with the terms of said agreement. In addition, we must be furnished with proof of the identity of the current Trustee authorized to bind said Trust, and Trustee to sign Trustee Certification at closing.

You must inform us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan secured by the land. We may impose additional requirements or exceptions relating to the interest or the loan.

STEWART TITLE
GUARANTY COMPANY

REAL ESTATE TAX INFORMATION

Current taxes, even if not yet due and payable, are a PRIOR LIEN from the first day of the tax year.

Current taxes due and unpaid, delinquent taxes for prior years and interest, if any, are a PRIOR LIEN.

TAX IDENTIFICATION: 21-1668-0059-0000

ASSESSED VALUE: \$564,110.00 (less \$49,100 homestead exemption)

LAST BILL ISSUED: **Jefferson County;** Original face amount is **\$5,799.01 for 2025 (paid the discount of \$5,683.03 on 12-09-25)**

City of Indian Hills: Original face amount is **\$1,028.68 for 2025 (paid the discount of \$822.94 on 12-30-25)**

All tax bills issued prior to the current year are paid.

STEWART TITLE
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION
5407 Apache Road, Louisville, KY 40207

VER. 6.28/14.31 5407_APA

SCHEDULE B--Section 2
Exceptions

NOTE: Any exception contained herein omits any covenant, condition, or restriction based on race, color, religion, sex, handicap, financial status, or national origin as provided in U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Mandatory Non-Deletable Mineral Exception: The policy or policies to be issued will contain the following exception: Exception is taken to minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

SECTION 2: STANDARD EXCEPTIONS

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
- b. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and/or inspection of the premises.
- c. Easements, claims of easements, not shown by the public records.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
- e. Taxes, or special assessments, whether or not shown as existing liens by the public records.
- f. Rights or claims of parties in possession not shown by the public records.
- g. State, County, and School taxes for the current year are a lien, whether or not now due and payable.

SECTION 2 - CONT'D: MORTGAGES

1. Mortgage in favor of **M.E.R.S. as nominee for SIERRA PACIFIC MORTGAGE COMPANY, INC.** dated 08-25-23, in the original principal amount of **\$143,000.00** closed end, recorded in Mortgage Book 18621, Page 104 in the Office of the County Clerk of Jefferson County, Kentucky.

SECTION 2 - CONT'D: ADDITIONAL EXCEPTIONS

1. Lien for unpaid taxes, if any, shown in **Schedule B-1 REAL ESTATE TAX INFORMATION.**
2. Subject to all easements, set-back lines, conditions, and other matters as appear on record plat in Plat and Subdivision Book 31, Page 15, in the Office aforesaid.

* * * * * **END OF SCHEDULE B EXCEPTIONS** * * * * *

RE: 5407 Apache Road, Louisville, KY 40207

ASK Eff. Date 06-08-2026

VER. 6.28/14.31 5407_APA

EXHIBIT "A"

BEING Lot No. 59 of the Indian Hills Country Club Unit 3-B of the Riverwood Section, a plat of which is of record in Plat and Subdivision Book 31, Page 15, in the Office of the County Clerk of Jefferson County, Kentucky.

AND BEING the same property conveyed from Pauline S. Kuhbander, unmarried, to **THE PAULINE S. KUH BANDER REVOCABLE TRUST DATED NOVEMBER 20, 2024** by Quitclaim Deed dated 11-20-2024 and recorded in Deed Book 12962, Page 183, in the Office of the County Clerk of Jefferson County, Kentucky.

AND BEING the same property conveyed to Melvin Kuhbander and Pauline Kuhbander, husband and wife, as tenants in common, by deed dated June 4, 1990 of record in Deed Book 5995, Page 248, in the Office aforesaid. The said MELVIN KUH BANDER died testate on February 4, 2012, at which time his ½ interest in the realty was devised to his wife, **PAULINE KUH BANDER** per his will Probated in Jefferson County Probate Case No. 12-P-002509 and recorded in Will Book 568, Page 477, in the Office aforesaid.

TAX ID NUMBER: 21-1668-0059-0000 (5407 Apache Road, Louisville, KY 40207)



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2024183414

BATCH # 564690

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 11-22-2024 4 11:48:07 AM

LODGED BY: ROBERT A MARSHALL

RECORDED: 11-22-2024 11:48:07 AM

BOBBIE HOLSCLOW

CLERK

BY: SHERRI SCHULTZ

RECORDING CLERK

BK: D 12962

PG: 183-188

SEND TAX BILL TO:
Pauline S. Kuhbander, Trustee
5407 Apache Road
Louisville, KY 40207

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into the 20th day of November, 2024, by and between Pauline Kuhbander (a/k/a Pauline S. Kuhbander), an unmarried individual, of 5407 Apache Road, Louisville, Kentucky 40207 (hereinafter referred to as the "Grantor"); and the Pauline S. Kuhbander Revocable Trust Dated November 20, 2024, c/o Pauline S. Kuhbander, Trustee, with an address of 5407 Apache Road, Louisville, Kentucky 40207 (hereinafter referred to as the "Grantee").

W I T N E S S E T H :

That for One Dollar (\$1.00) and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, Grantor does hereby transfer, convey and forever quitclaim unto Grantee, all of Grantor's right, title, interest or claim in and to the tract of land located in Jefferson County, Kentucky, and being more particularly described as follows:

BEING Lot 59 INDIAN HILLS COUNTRY CLUB UNIT 3-B, of Riverwood Section, a Plat of which is of record in Plat and Subdivision Book 31, page 15 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Being the same property conveyed to Melvin Kuhbander and Pauline Kuhbander, by Deed dated June 4, 1990, which is of record in Deed Book 5995, Page 248, in the Office of the Clerk aforesaid. Pauline Kuhbander became the sole owner of the property upon the death of Melvin Kuhbander.

DEED Book 12962 Page 185

on February 4, 2012. The Last Will and Testament of
Melvin Kuhbander is of record in Will Book 568, Page 477,
in the Office of the Clerk aforesaid.

TOGETHER with all the rights, privileges or franchises
incident and appurtenant thereto or connected therewith.

To have and to hold such property unto Grantee and Grantee's
successors and assigns forever.

Grantee assumes and agrees to pay all real estate ad valorem
taxes upon such property payable after the execution of this Deed.

The Deed which transfers this real property is between an
individual and a trust. The Grantor of the trust is a beneficiary
of such trust and a direct transfer from the Grantor of such trust
to all other individual beneficiaries of such trust would have
qualified for an exemption from transfer tax pursuant to the
provisions of KRS 142.050(7)(1). Therefore, this transfer is exempt
from transfer tax pursuant to KRS 142.050(8)(b).

The estimated fair market value of this property is \$564,110.

NO TITLE EXAMINATION PERFORMED.

IN WITNESS WHEREOF, witness the signature of the Grantor on
the day and year first above written.


Pauline Kuhbander

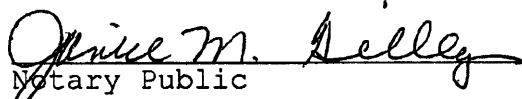
DEED Book 12962 Page 186

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 20th day of November, 2024 by Pauline Kuhbander, party thereto, and was acknowledged and delivered by her to be her act and deed.

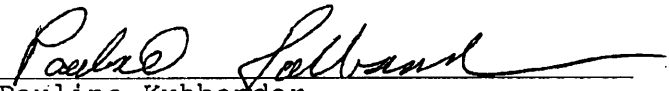
My commission expires: 5/26/2025.


Notary Public
Printed Name: Janice M. Gilley
Commission No.: KYNP28893

CONSIDERATION CERTIFICATE

We, Pauline Kuhbander, as Grantor, and Pauline S. Kuhbander, as Trustee of the Pauline S. Kuhbander Revocable Trust Dated November 20, 2024, as Grantee, do hereby certify pursuant to KRS Chapter 382 that the property herein conveyed is transferred by gift and without consideration. We further certify that the full estimated fair market value of the property herein conveyed is \$564,110, and we understand that falsification of the stated full estimated value is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

GRANTOR:


Pauline Kuhbander

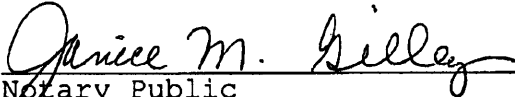
DEED Book 12962 Page 187

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing Consideration Certificate was acknowledged and sworn to before me this 20th day of November, 2024 by Pauline Kuhbänder, as Grantor.

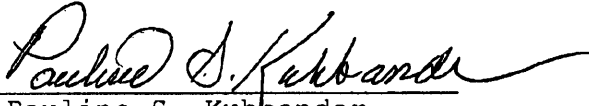
My commission expires: 5/26/2025.



Notary Public
Printed Name: Janice M. Gilley
Commission No.: KYNP28893

GRANTEE:

PAULINE S. KUH BANDER REVOCABLE TRUST
DATED NOVEMBER 20, 2024

By: 

Pauline S. Kuhbänder

Title: Trustee

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing Consideration Certificate was acknowledged and sworn to before me this 20th day of November, 2024 by Pauline S. Kuhbänder, in her capacity as Trustee of the Pauline S. Kuhbänder Revocable Trust Dated November 20, 2024, as Grantee.

My commission expires: 5/26/2025.



Notary Public
Printed Name: Janice M. Gilley
Commission No.: KYNP28893

This instrument was prepared by ROBERT A. MARSHALL, Attorney at Law, of Robert A. Marshall, PLC, 4500 Bowling Boulevard, Suite 100, Louisville, Kentucky 40207.


ROBERT A. MARSHALL

C:\Users\Janice\Documents\CLIENT\Kuhbander\Quitclaim Deed - Apache Rd.wpd

KENTUCKY

(DWM REV. 5/88)

D E E D

THIS DEED between FRED Y. KAFKA AND KATHLEEN K. KAFKA, HIS WIFE, of the first part, ("GRANTORS"), and MELVIN KUH BANDER AND PAULINE KUH BANDER, his wife, Parties of the second part, ("GRANTEES"), whose mailing address is 5407 APACHE ROAD, LOUISVILLE, KY 40207

W I T N E S S E T H

THAT for and in consideration of \$180,000.00, the receipt whereof is hereby acknowledged, GRANTORS do hereby sell and convey unto GRANTEES a certain lot or parcel of land located in Jefferson County, Kentucky, described in Exhibit A, attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to easements, restrictions, reservations, agreements and covenants of record, if any; current taxes, and to any state of facts that is apparent or that an accurate survey or inspection of the property hereby conveyed would disclose.

TO HAVE AND TO HOLD, SAID LAND, with its appurtenances, unto GRANTEES, their heirs and assigns, with covenant of Special Warranty, subject as herein stated.

IN WITNESS WHEREOF, GRANTORS hereunto set their hands this 4th day of June, 1990.

WITNESSES:

H. Ray Hodges
H. RAY HODGES

Fred Y. Kafka
FRED Y. KAFKA

Lana Fankhauser
LANA FANKHAUSER

Kathleen K. Kafka
KATHLEEN K. KAFKA

THIS INSTRUMENT WAS PREPARED BY:
Dorothy M. Mahan, Legal Advisor
Corporate Relocation Services
E. I. Du Pont de Nemours and Company
Wilmington, DE 19898

STATE OF WEST VIRGINIA

COUNTY OF WOOD

) SS.

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of June, 1990, by FRED Y. KAFKA AND KATHLEEN K. KAFKA, HIS WIFE.

MY COMMISSION EXPIRES: JUNE 10, 1997

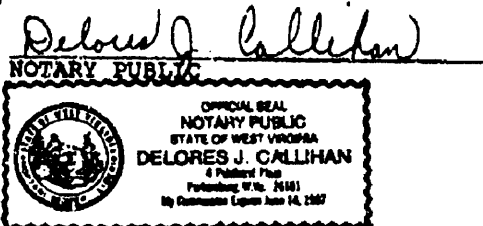


EXHIBIT A

THE following described property, located in Jefferson County, Kentucky, to-wit:

BEING Lot 59 INDIAN HILLS COUNTRY CLUB UNIT 3-B, of Riverwood Section, a Plat of which is of record in Plat and Subdivision Book 31, page 18 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same lands and premises which Mary Jane Lichtefeld, a single woman, did by Deed dated July 25, 1986, and recorded in the Office of the Clerk of County Court of Jefferson County, Kentucky, in Book 5598, page 927, granted and conveyed to Fred Y. Kafka and Kathleen K. Kafka, his wife.

Please mail to:

Pitt & Frank
Suite 150
100 Mallard Creek Rd.
Louisville, KY 40207

COUNTY
180 25

88556
LONGED BY
NOTED
SEP 17 PM 4:12
PAID
1858
Pitt & Frank



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2023174929

BATCH # 481005

JEFFERSON CO, KY FEE \$126.00

PRESENTED ON: 08-31-2023 3 12:25:30 PM

LODGED BY: simplifile

RECORDED: 08-31-2023 12:25:30 PM

BOBBIE HOLSCLOW

CLERK

BY: CINDY WELSH

INDEXING CLERK

BK: M 18621

PG: 104-123

After Recording Return To:
SIERRA PACIFIC MORTGAGE
COMPANY, INC.
ATTN: Post Closing
Department
2330 COMMERCE PARK DRIVE
NE, STE 2
PALM BAY, FL 32905

17-848696

[Space Above This Line For Recording Data]

MORTGAGE

KUEBANDER
Loan #: 1398266
Serv. #: 7241735054
MIN: 100070300013982662
MERS Phone: 1-888-679-6377
PIN: 21-1668-0059-0000

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, 25, and 30. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

- (A) "Borrower" is PAULINE KUEBANDER,, currently residing at 5407 APACHE RD, LOUISVILLE, KY 40207 US. Borrower is the mortgagor under this Security Instrument.
- (B) "Lender" is Sierra Pacific Mortgage Company, Inc., A California Corporation NMLS: 1788. Lender is a Corporation organized and existing under the laws of CALIFORNIA. Lender's address is 950 GLENN DRIVE, SUITE 150, FOLSOM, CA 95630, and the address of Lender's principal place of business is 950 GLENN DRIVE, SUITE 150, FOLSOM, CA 95630. The term "Lender" includes any successors and assigns of Lender.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

- (D) "Note" means the promissory note dated August 25, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender One Hundred Forty-Three Thousand And

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00/100 Dollars (U.S. \$143,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **September 1, 2053**. This Security Instrument secures 150% of the principal amount of the Note, but any amount secured in excess of the amount stated in the second sentence of this paragraph must be a "Protective Advance" as defined by Section 30 (or, if the rate of interest is adjustable, may be interest added to principal, commonly called "negative amortization").

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Planned Unit Development Rider | |
| ☐ Second Home Rider | | |

(F) "Security Instrument" means this document, which is dated **August 25, 2023**, together with all Riders to this document.

Additional Definitions

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

(H) "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.

(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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- (N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
- (P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
- (R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
- (S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
- (T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
- (V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (W) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
- (X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages, grants, and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of JEFFERSON:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 5407 APACHE RD, LOUISVILLE, Kentucky 40207 ("Property Address");

Being the same property conveyed to Borrower by deed dated 11/18/2018, ^{**last page Derivation Clause*} and recorded in Deed Book _____, page _____, in the office of the JEFFERSON County Clerk.

TOGETHER WITH all the improvements now or subsequently erected on the property, including

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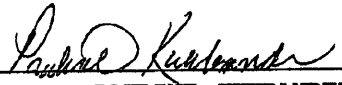
28. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

29. Taxes and Assessments on Mortgage Insurance Premiums. If mortgage insurance premiums are required to be paid by Borrower pursuant to Section 11, then in addition to such premiums, Borrower will pay all taxes and assessments on such premiums for so long as Borrower is required by Lender to pay the premiums. All taxes and assessments on premiums due and payable by Borrower will be considered an Escrow Item and will be paid by Borrower to Lender in the manner provided for Escrow Items in Section 3.

30. Protective Advances. This Security Instrument secures not only the initial advance under the Note, but also all Protective Advances. "Protective Advances" means any advances to maintain and protect the Property and/or protect Lender's rights in the Property made by Lender or by any successors or assigns of Lender, including, without limitation, any sums, with interest, advanced under Sections 5, 9, or 15: (a) to pay any Escrow Items; (b) to pay any sums secured by a lien or encumbrance on the Property without which payment the secured position of Lender, including the priority of this Security Instrument, might be jeopardized; (c) to secure, repair, maintain, protect, or preserve the Property, or Lender's interest in the Property and rights under this Security Instrument; or (d) to pay any and all expenses incident to the collection of the indebtedness secured by this Security Instrument and the foreclosure by judicial proceedings, or otherwise, pursuant to Applicable Law, whether the Property is still owned by the Borrower or is owned by a Successor in Interest of Borrower.

To the extent that any Protective Advances are deemed to be "future advances" or "additional indebtedness" within the meaning of KRS 382.520, this Security Instrument secures such future advances or additional indebtedness, provided that the total indebtedness at any one time outstanding will not exceed 150% of the original principal amount of the Note, with interest thereon, and whether or not evidenced by notes, accounts, or obligations of any kind whatsoever. It will be a Default under this Security Instrument if Borrower requests a release, in the manner provided by KRS 382.520, of any portion of the lien securing any of the additional indebtedness secured by this Security Instrument pursuant to KRS 382.520 prior to the date that all of the obligations secured by this Security Instrument have been paid and discharged and the Note and this Security Instrument have been terminated, and Borrower waives any and all right to request such a release to the maximum extent permitted by Applicable Law.

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

 8/25/2023
- BORROWER - PAULINE KUH BANDER - DATE -

7241735054

1398266

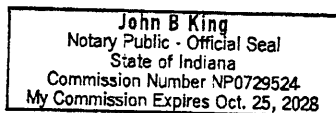
[Space Below This Line for Acknowledgment]

State of Indiana
County of Marion

The foregoing instrument was acknowledged before me this 8-25-2023, by
PAULINE KUHBANDER, as an individual.

John B King
Notary Public

My Commission Expires: 10-25-2028



Individual Loan Originator: Paul W Ueckert II, NMLSR ID: 10285
Loan Originator Organization: SIERRA PACIFIC MORTGAGE COMPANY, INC., NMLSR ID: 1788
Individual Loan Originator (Creditor): Paul W Ueckert II, NMLSR ID: 10285
Loan Originator Organization (Creditor): Sierra Pacific Mortgage Company, Inc., A
California Corporation NMLS: 1788, NMLSR ID: 1788

This instrument was prepared by
Nazia Nawabzada
Sierra Pacific Mortgage Company, Inc.
950 GLENN DRIVE, SUITE 150
FOLSOM, CA 95630

Nazia Nawabzada
Preparer
Nazia Nawabzada

Order Number: 17-848696

EXHIBIT "A"
LEGAL DESCRIPTION

The land described herein is situated in the State of Kentucky, County of Jefferson, described as follows:

Being Lot 59 Indian Hills Country Club Unit 3-B, of Riverwood Section, a Plat of which is of record in Plat and Subdivision Book 31, Page 15 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Derivation Clause

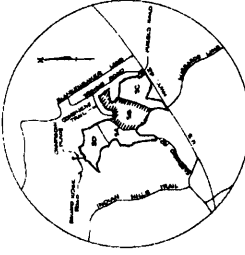
Being the same property conveyed to Melvin Kuhbander and Pauline Kuhbander, his wife, by Deed dated June 4, 1990 and recorded September 17, 1990 in Deed Book 5995, Page 248 in the Office of the Clerk of the County Court of Jefferson County, Kentucky. Melvin Kuhbander and Pauline Kuhbander held title together until his date of death on 02/04/2012, leaving Pauline as sole titleholder of the subject property.

APN: 21-1668-0059-0000

114
James H. Co. Planning Comm.

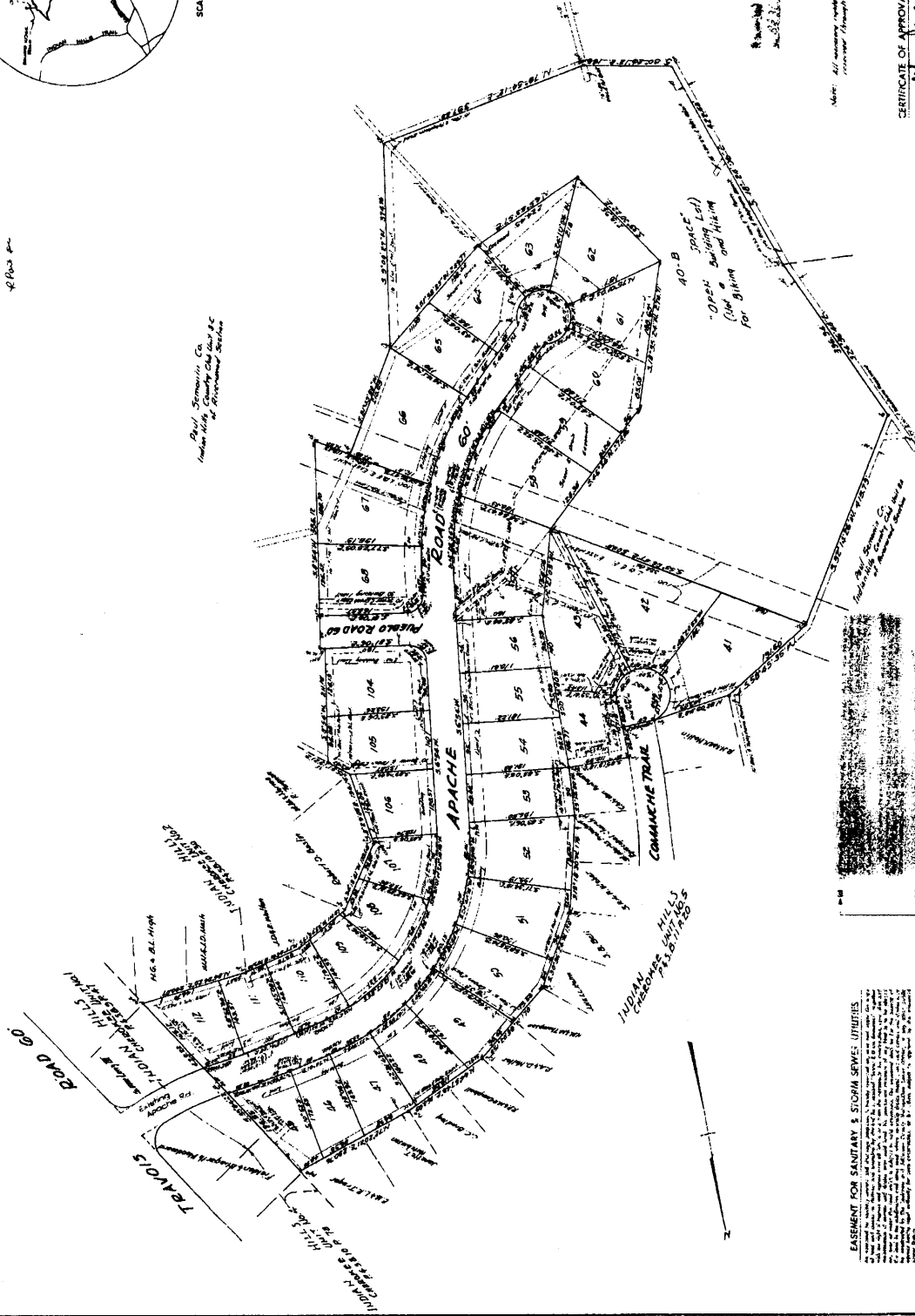
40' 30"

2' 10" 30"



KEY MAP
SCALE: 1"=2000'

Paul, Serrano Co.
Indian Hills Country Club Unit 38
Indian Hills Country Club



Plotted to 1/4" = 100' 1/2" = 100'

Note: All necessary maps for same and other information should be furnished through the same address as above.

CERTIFICATE OF APPROVAL
JAMES H. CO. PLANNING COMM.
JAMES H. CO. PLANNING COMM.

INDIAN HILLS
COUNTRY CLUB UNIT 38
OF RIVERWOOD SECTION
Paul Serrano
OWNER-DEVELOPER
INDIAN HILLS COUNTRY CLUB
LOUISVILLE, KY.

Hillard E. Rudy
300 W. Main St.
Louisville, Ky.
Consulting Engineers Inc.
Date: March 14, 1958

10-1-1-1-1

CERTIFICATE OF OWNERSHIP AND DEDICATION

This is to certify that the undersigned is the owner of the above described property and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38 and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38 and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38.

OWNER: Paul Serrano Company
Paul Serrano Company
Indian Hills Country Club Unit 38



EASEMENT FOR SANITARY & STORM SEWER UTILITIES

This is to certify that the undersigned is the owner of the above described property and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38 and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38.

OWNER: Paul Serrano Company
Paul Serrano Company
Indian Hills Country Club Unit 38

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF KENTUCKY
COUNTY OF JEFFERSON

This is to certify that the undersigned is the owner of the above described property and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38 and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38.

OWNER: Paul Serrano Company
Paul Serrano Company
Indian Hills Country Club Unit 38

This is to certify that the undersigned is the owner of the above described property and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38 and that the same is being dedicated to the public for the use of the Indian Hills Country Club Unit 38.

OWNER: Paul Serrano Company
Paul Serrano Company
Indian Hills Country Club Unit 38

[Print](#)

**BILL MUST BE PRINTED IN PORTRAIT VIEW IN ORDER FOR
PROPER BILL PROCESSING.**

JEFFERSON COUNTY KENTUCKY TAX BILL

Property ID:	Property Owner:	Tax Year:
21166800590000	PAULINE S KUHBANDER REVOCABLE TRUST	2025
Property Location Address:		Invoice Number:
5407 APACHE RD	5407 APACHE RD	2252500
Property's Taxable Assessment:	LOUISVILLE KY 40207	Mortgage Company Name:
\$515,010.00		
Gross (Base) Amt: \$5,799.01		
Scan Line: 21 1668 0059 0000 2252500 01 0000000000 0000000000 0000000000		
Homestead Exemption Amount:	\$49,100.00	
Disability Exemption Amount:	\$0.00	
Payment Periods	Amount	If Paid By:
Discount Amount:	\$0.00	
Gross (Base) Amount:	\$0.00	
5% Penalty Amount:	\$0.00	
10% + 10% Penalty Amount:	\$0.00	
Amount Paid:	\$5,683.03	
Paid on: (or refunded/modified)	12/9/2025	
Balance Due:	\$0.00	

JEFFERSON COUNTY PVA

5407 APACHE RD

Mailing Address 5407 APACHE RD,
 LOUISVILLE, KY 40207-1611
Owner PAULINE S KUH BANDER
 REVOCABLE TRUST
Parcel ID 166800590000
Land Value \$130,000
Improvements Value \$434,110
Assessed Value \$564,110
Approximate Acreage 0.4846
Property Class 510 RES 1 FAMILY
 DWELLING
Deed Book/Page 12962 183
District Number 141026
Old District 21
Fire District ST. MATTHEWS
School District Jefferson County
Neighborhood 307143 / INDIAN HILLS CC OF
 RIVERWOOD
Home Rule City Indian Hills
Sheriff's Tax Info [View Tax Information](#) ☒
County Clerk [Delinquent Taxes](#) ☒



Area Type	Gross Area	Finished Area
Main Unit	-	2,800
Basement	1,400	0
Attic	NONE	0
Attached Garage	550	n/a
Detached Garage	-	n/a

All measurements in square feet.