



**LIEN SEARCH  
Product Cover Sheet**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-FBR-01190	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	KEVIN FOX		
PROPERTY ADDRESS:	313 N 4TH STREET		
CITY, STATE AND COUNTY:	RICHMOND, INDIANA (IN) AND WAYNE		

**SEARCH INFORMATION**

SEARCH DATE:	11/21/2024	EFFECTIVE DATE:	11/20/2024
NAME(S) SEARCHED:	KEVIN FOX, DSV SPV3 LLC, KAJA HOLDINGS 2 LLC		
ADDRESS/PARCEL SEARCHED:	313 N 4TH STREET, RICHMOND IN 47374/ 89-16-32-410-407.000-030		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

KEVIN FOX, AN ADULT
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	QUIT CLAIM DEED	GRANTOR:	KEVIN FOX, AN ADULT
DATED DATE:	10/19/2023	GRANTEE:	KEVIN FOX, AN ADULT
BOOK/PAGE:	N/A	RECORDED DATE:	10/19/2023
INSTRUMENT NO:	2023008128		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$125.00	TAX AMOUNT:	\$125.00
TAX STATUS:	PAID	TAX STATUS:	PAID
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$40,490.00
DATED DATE:	09/20/2023	RECORDED DATE	09/26/2023
INSTRUMENT NO:	2023007407	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED - END	SUBJECT LIEN (YES/NO):	NO
BORROWER:	KEVIN FOX		
LENDER:	FIRST BANK RICHMOND		
TRUSTEE:	N/A		
COMMENTS:			

**FOR PREAMBLE**

CITY/TOWNSHIP/PARISH:	CITY OF RICHMOND
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**ADDITIONAL NOTES**

QUIT CLAIM DEED RECORDED ON 09/26/2023 AS INSTRUMENT 2023007406.  
QUIT CLAIM DEED RECORDED ON 07/14/2017 AS INSTRUMENT 2017005793.  
SPECIAL WARRANTY DEED RECORDED ON 07/14/2014 AS INSTRUMENT 2014004921.

**LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE IN WAYNE COUNTY, STATE OF INDIANA, TO WIT:

TRACT 1 - ALL THAT CERTAIN PARCEL OF LAND SITUATE IN COUNTY OF WAYNE AND STATE OF INDIANA, BEING KNOWN AS FOLLOWS: LOT NUMBER TEN (10) IN SOLOMON STURGIS' ADDITION TO THE CITY OF RICHMOND.

TRACT 2 - LOT NUMBER SEVEN (7) IN SOLOMON STURGES' ADDITION TO THE CITY OF RICHMOND, INDIANA.

# Wayne County, IN

## Property Tax Exemption

Apply for Property Tax Exemption

### Summary

**Tax ID** 029-46091-00  
**State Parcel ID** 89-16-32-410-407.000-030  
**Map #** 46-32-410-407.000-29  
**Property Address** 313 N 4TH ST  
 RICHMOND  
**Sec/Twp/Rng** n/a  
**Tax Set** RICHMOND  
**Subdivision** n/a  
**Brief Tax Description** LOT 10 S S \*TIF\*  
(Note: Not to be used on legal documents)  
**Book/Page** DR: 208-391\*WD: 1-2-04 2004000003\*WD: 8-16-04 2004010874\*QCD: 7-12-10 2010005110\*SHD: 3-7-14 2014001538\*SWD: 7-14-14 2014004921\*QCD: 7-14-17 2017005793\*QCD: 9-26-23 2023007406\*2023008128  
**Acres** 0.114  
**Class** 510 RES ONE FAMILY PLATTED LOT-510  
[Eagle View](#)  
[INFRAME Street View](#)  
[Plat Map](#)  
[Web Soil Survey](#)

### Owners

**Deeded Owner**  
 FOX, KEVIN  
 313 N 4TH ST  
 RICHMOND, IN 47374

### Homestead Verification

Homestead Deduction has been VERIFIED

### Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
FRONT LOT		40	124	40x124	\$57.00	\$52.00	\$2,080.00	0%	\$2,080.00

### Residential Dwellings

**Description** Residential Dwelling  
**Story Height** 1.5  
**Style**  
**Finished Area** 1890  
**# Fireplaces** 0  
**Heat Type** Central Warm Air  
**Air Cond** 0  
**Bedrooms** 2  
**Living Rooms:** 1  
**Dining Rooms:** 1  
**Family Rooms:** 1  
**Finished Rooms:** 9  
**Full Baths** 1  
**Full Bath Fixtures** 3  
**Half Baths** 0  
**Half Bath Fixtures** 0  
**Kitchen Sinks** 1  
**Water Heaters** 1  
**Add Fixtures** 0

Floor	Construction	Base	Finish
1	Wood Frame	1350	1350
1/2	Wood Frame	540	540
Crawl		1350	0

Features	Area
Canopy, Shed Type	48
Porch, Open Frame	372

**Improvements**

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Residential Dwelling	100	D-1	1920	1945	A	1.01	1890	0.88	0

**Valuation**

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/17/2024	4/20/2023	4/22/2022	4/16/2021	1/1/2020
Land	\$2,100	\$1,800	\$1,800	\$1,800	\$1,800
Land Res (1)	\$2,100	\$1,800	\$1,800	\$1,800	\$1,800
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$26,500	\$23,200	\$23,500	\$20,900	\$20,900
Imp Res (1)	\$26,500	\$23,200	\$23,500	\$20,900	\$20,900
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$28,600</b>	<b>\$25,000</b>	<b>\$25,300</b>	<b>\$22,700</b>	<b>\$22,700</b>
<b>Total Res (1)</b>	<b>\$28,600</b>	<b>\$25,000</b>	<b>\$25,300</b>	<b>\$22,700</b>	<b>\$22,700</b>
<b>Total Non Res (2)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Non Res (3)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Deductions**

Year	Deduction Type	Amount
2023 PAYABLE 2024	Standard Deduction \ Homestead	15,000
2023 PAYABLE 2024	Supplemental	4,000

**Tax History**

**Detail:**

Tax Year	Type	Category	Description	Amount	Balance Due
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$125.00	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$125.00	\$0.00
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$253.00	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$253.00	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$227.00	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	20/21 Fall Tax	\$227.00	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$227.00	\$0.00
2021 PAYABLE 2022	Fall Penalty	Tax	Penalty - 20/21 Fall Tax	\$11.35	\$0.00

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

**Total:**

Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$250.00	\$0.00
2022 PAYABLE 2023	\$506.00	\$0.00
2021 PAYABLE 2022	\$692.35	\$0.00

**Pay Taxes Online**

Pay Taxes Online

**Payments**

**Detail:**

Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	10/29/2024	FIRST BANK RICHMOND	\$125.00
2023 PAYABLE 2024	05/07/2024	FIRST BANK RICHMOND	\$125.00
2022 PAYABLE 2023	11/07/2023	FIRST BANK RICHMOND	\$253.00
2022 PAYABLE 2023	04/03/2023	REPS DISBURSEMENT ACCOUNT	\$253.00
2021 PAYABLE 2022	06/06/2022	REPS DISBURSEMENT ACCOUNT	\$227.00
2021 PAYABLE 2022	04/26/2022	REPS DISBURSEMENT ACCOUNT	\$238.35
2021 PAYABLE 2022	12/10/2021	REPS DISBURSEMENT ACCOUNT	\$227.00

**Total:**

Tax Year	Amount
2023 PAYABLE 2024	\$250.00
2022 PAYABLE 2023	\$506.00
2021 PAYABLE 2022	\$692.35

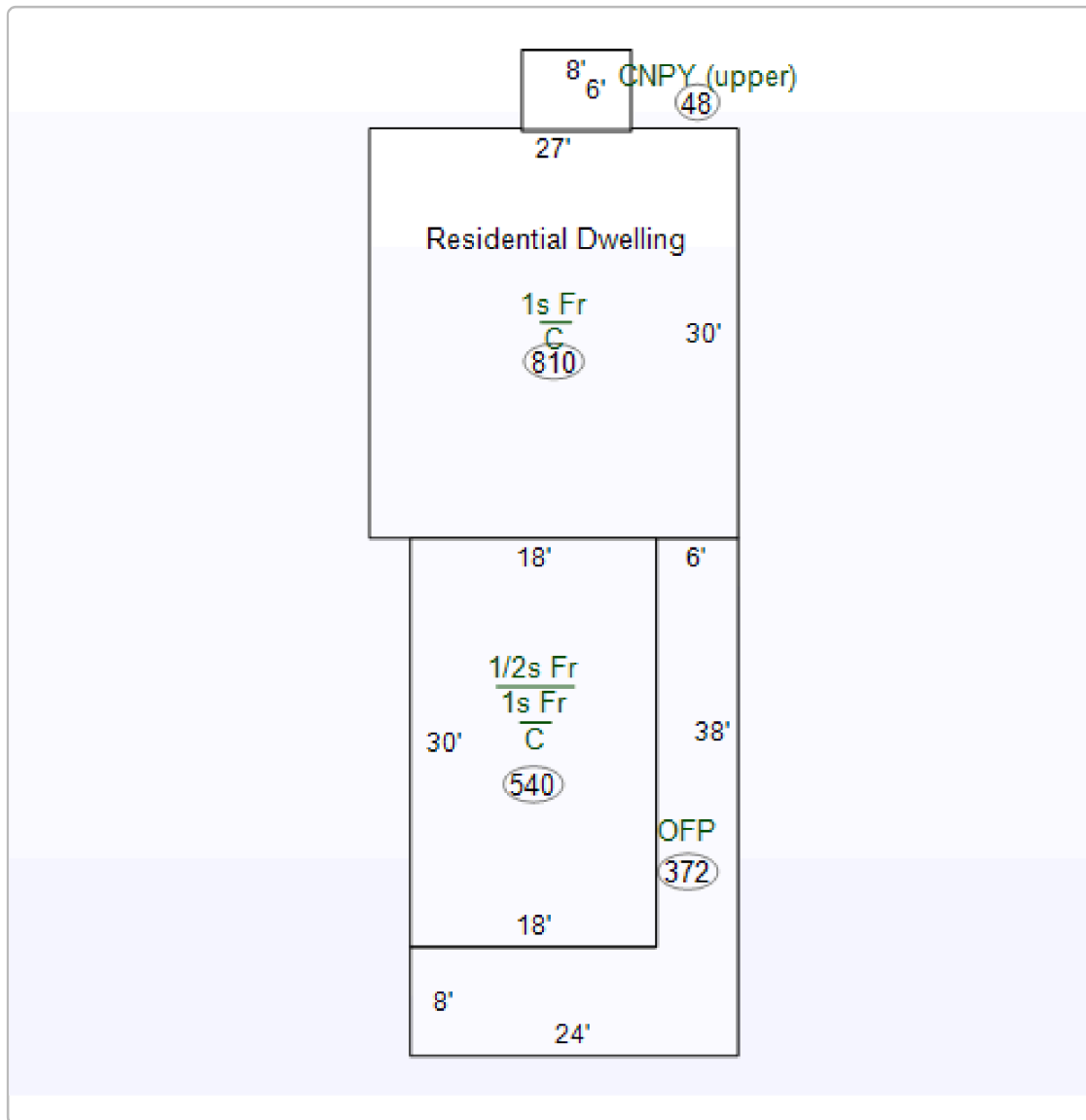
Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
08/16/2004	LEHMAN, SCOTT	PARKS, ALFRED & CHRISTINE		
07/12/2010	LEHMAN, SCOTT A & JANET N LEHMAN	LEHMAN, SCOTT	Straight	Quit Claim Deed - 2010005110
03/07/2014	FANNIE MAE	LEHMAN, SCOTT A & JANET N LEHMAN	Straight	Sheriff's Deed - 2014001538
07/14/2014	KAJA HOLDINGS 2 LLC	FANNIE MAE	Straight	Special Warranty Deed - 2014004921
07/14/2017	DSV SPV3 LLC	KAJA HOLDINGS 2 LLC	Straight	Quit Claim Deed - 2017005793
09/26/2023	FOX, KEVIN	DSV SPV3 LLC	Straight	Quit Claim Deed - 2023007406
10/19/2023	FOX, KEVIN	FOX, KEVIN	Straight	Quit Claim Deed - 2023008128

Property Record Cards

- [View 2024 Property Record Card\(PDF\)](#)
- [View 2020 Property Record Card\(PDF\)](#)
- [View 2016 Property Record Card\(PDF\)](#)
- [View 2012 Property Record Card\(PDF\)](#)
- [View 2023 Property Record Card\(PDF\)](#)
- [View 2019 Property Record Card\(PDF\)](#)
- [View 2015 Property Record Card\(PDF\)](#)
- [View 2011 Property Record Card\(PDF\)](#)
- [View 2022 Property Record Card\(PDF\)](#)
- [View 2018 Property Record Card\(PDF\)](#)
- [View 2014 Property Record Card\(PDF\)](#)
- [View 2010 Property Record Card\(PDF\)](#)
- [View 2021 Property Record Card\(PDF\)](#)
- [View 2017 Property Record Card\(PDF\)](#)
- [View 2013 Property Record Card\(PDF\)](#)

Sketches



No data available for the following modules: Assessment Appeals Process, Commercial Buildings, Permits.

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 Last Data Upload: 11/21/2024, 4:08:21 PM

Contact Us



**COUNTY:89-WAYNE**

**SPRING INSTALLMENT REMITTANCE COUPON**

<b>PARCEL NUMBER</b> 89-16-32-410-407.000-030	<b>COUNTY PARCEL NUMBER</b> 029-46091-00	<b>TAX YEAR</b> 2023 Payable 2024	<b>Late Payment Penalty:</b> 5% penalty after May 10, 2024, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 10, 2024
<b>TAXING UNIT NAME</b> 029/030 RICHMOND	<b>LEGAL DESCRIPTION</b> LOT 10 S S *TIF*		

<b>PROPERTY ADDRESS</b> 313 N 4TH ST
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**SPRING AMOUNT DUE BY May 10, 2024** **\$0.00**



FOX, KEVIN  
313 N 4TH ST  
RICHMOND, IN 47374

Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

**Remit Payment and Make Check Payable to:**  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

818902946091000000000005

**COUNTY:89-WAYNE**

**FALL INSTALLMENT REMITTANCE COUPON**

<b>PARCEL NUMBER</b> 89-16-32-410-407.000-030	<b>COUNTY PARCEL NUMBER</b> 029-46091-00	<b>TAX YEAR</b> 2023 Payable 2024	<b>Late Payment Penalty:</b> 5% penalty after November 12, 2024, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 12, 2024
<b>TAXING UNIT NAME</b> 029/030 RICHMOND	<b>LEGAL DESCRIPTION</b> LOT 10 S S *TIF*		

<b>PROPERTY ADDRESS</b> 313 N 4TH ST
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**FALL AMOUNT DUE BY November 12, 2024** **\$0.00**



FOX, KEVIN  
313 N 4TH ST  
RICHMOND, IN 47374

Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

**Remit Payment and Make Check Payable to:**  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

818902946091000000000005

**COUNTY:89-WAYNE**

**TAXPAYER'S COPY-KEEP FOR YOUR RECORDS**

<b>PARCEL NUMBER</b> 89-16-32-410-407.000-030	<b>COUNTY PARCEL NUMBER</b> 029-46091-00	<b>TAX YEAR</b> 2023 Payable 2024	<b>DUE DATES</b>
<b>TAXING UNIT NAME</b> 029/030 RICHMOND	<b>LEGAL DESCRIPTION</b> LOT 10 S S *TIF*		<b>SPRING - May 10, 2024</b> <b>FALL - November 12, 2024</b>

**DATE OF STATEMENT:11/21/2024**

<b>PROPERTY ADDRESS</b> 313 N 4TH ST		
<b>PROPERTY TYPE</b> Real Estate	<b>TOWNSHIP</b> 014-WAYNE TWP	
<b>ACRES</b> 0.11	<b>COUNTY SPECIFIC RATE/CREDIT</b>	<b>BILL CODE</b> 060

FOX, KEVIN  
313 N 4TH ST  
RICHMOND, IN 47374

**TOTAL DUE FOR 2023 Payable 2024: \$0.00**

<b>ITEMIZED CHARGES</b>	<b>SPRING TOTAL</b>	<b>FALL TOTAL</b>
Tax	\$125.00	\$125.00
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$0.00	\$0.00
Delinquent OATax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
(County Specific Charge)	\$0.00	\$0.00
<b>Amount Due</b>	<b>\$125.00</b>	<b>\$125.00</b>
Payments Received	(\$125.00)	(\$125.00)
<b>Balance Due</b>	<b>\$0.00</b>	<b>\$0.00</b>

## SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3 % for all other property. The Mortgage Deduction is no longer available beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: [www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101](http://www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101).

### TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name and Mailing Address	Date of Notice	Due Dates	Parcel Number	Taxing District
FOX, KEVIN 313 N 4TH ST RICHMOND, IN 47374	November 21, 2024	May 10, 2024 November 12, 2024	029-46091-00 89-16-32-410-407.000-030	029/030 RICHMOND
	<u>Property Address:</u>	313 N 4TH ST		
	<u>Legal Description:</u>	LOT 10 S S *TIF*		

Spring installment due on or before May 10, 2024 and Fall installment due on or before November 12, 2024.

### TABLE 1: SUMMARY OF YOUR TAXES

1. ASSESSED VALUE AND TAX SUMMARY	2022 Pay 2023	2023 Pay 2024
1a. Gross assessed value of homestead property	\$0	\$25,000
1b. Gross assessed value of other residential property and agricultural land	\$25,300	\$0
1c. Gross assessed value of all other property, including personal property	\$0	\$0
<b>2. Equals total gross assessed value of property</b>	<b>\$25,300</b>	<b>\$25,000</b>
2a. Minus deductions (see Table 5 below)	\$0	\$19,000
<b>3. Equals subtotal of net assessed value of property</b>	<b>\$25,300</b>	<b>\$6,000</b>
3a. Multiplied by your local tax rate	4.108900	4.210400
<b>4. Equals gross tax liability (see Table 3 below)</b>	<b>\$1,039.56</b>	<b>\$252.62</b>
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap(s) (see Table 2 and footnotes below)	\$533.56	\$2.62
4c. Minus savings due to over 65 circuit breaker credit <sup>1</sup>	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
<b>5. Total net property tax liability due (See remittance coupon for total amount due)</b>	<b>\$506.00</b>	<b>\$250.00</b>

Please see Table 4 for a summary of other charges to this property.

### TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (equal to 1%, 2%, or 3%, depending upon combination of property types) <sup>2</sup>	\$506.00	\$250.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) <sup>3</sup>	\$0.00	\$0.00
<b>Maximum tax that may be imposed under cap</b>	<b>\$506.00</b>	<b>\$250.00</b>

### TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2023	TAX RATE 2024	TAX AMOUNT 2023	TAX AMOUNT 2024	DIFFERENCE 2023-2024	PERCENT DIFFERENCE
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
COUNTY	0.9258	0.9373	\$234.23	\$56.24	(\$177.99)	(75.99) %
TOWNSHIP	0.0547	0.0554	\$13.84	\$3.32	(\$10.52)	(76.01) %
SCHOOL	0.7478	0.8140	\$189.20	\$48.84	(\$140.36)	(74.19) %
LIBRARY	0.1541	0.1567	\$38.99	\$9.40	(\$29.59)	(75.89) %
CITY	1.6642	1.6721	\$421.04	\$100.33	(\$320.71)	(76.17) %
TIR	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
STATETAXCREDIT	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
PENALTY	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
LIEN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
OTHER	0.5623	0.5749	\$142.26	\$34.49	(\$107.77)	(75.76) %
<b>TOTAL</b>	<b>4.1089</b>	<b>4.2104</b>	<b>\$1,039.56</b>	<b>\$252.62</b>	<b>(\$786.94)</b>	<b>(75.70) %</b>

#### TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2023	2024	% Change
<b>TOTAL ADJUSTMENTS</b>			<b>0.00 %</b>

#### TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY <sup>4</sup>

TYPE OF DEDUCTION	2023	2024
Standard Deduction \ Homestead	\$0.00	\$15,000.00
Supplemental	\$0.00	\$4,000.00
<b>TOTAL DEDUCTIONS</b>	<b>\$0.00</b>	<b>\$19,000.00</b>

1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indian Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.  
 2. The property tax cap is calculated separately for each class of property owned by the taxpayer.  
 3. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: [www.in.gov/dlgf/referendum-information](http://www.in.gov/dlgf/referendum-information).  
 4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 on this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.

**NOTICE OF PROPERTY TAX ASSESSMENTS**

**Name and Address of Taxpayer** – The owner and mailing address of the owner of record as of the date of this notice.

**Date of Notice / Due Date** – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges.

**Property Number (State / Local)** – State mandated property number of the taxable real estate and the local parcel number, if applicable.

**Taxing District** – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

**TABLE 1: SUMMARY OF YOUR TAXES**

**Tax Summary** – The amounts involved with calculating your real estate property taxes.

**Taxes 2022 Pay 2023** – The summary of calculations based on tax rates for taxes payable last year.

**Taxes 2023 Pay 2024** – The summary of calculations based on this year’s tax rates.

**Tax Relief Credits** – Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

- **Local Property Tax Credits** – Relief credit generated by the local income tax, which can be used to reduce property tax bills.
- **Over 65 Circuit Breaker Credit** – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at two percent (2%). (IC 6-1.1-20.6-8.5)
- **County Option Circuit Breaker Credit** – Credit for a calendar year adopted by the county fiscal body if homestead qualifies and age, adjusted gross income, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at an amount between two percent (2%) and five percent (5%). (IC 6-1.1-49)

**TABLE 2: PROPERTY TAX CAP INFORMATION**

**Property Tax Cap** – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and agricultural land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an **adjustment to the cap** is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure. This new value is considered your effective property tax cap or the **maximum that may be imposed under the cap**. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

**TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY**

**Taxing Authority** – The name of the unit levying the taxes.

**Tax Rate 2023** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2023.

**Tax Rate 2024** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

**Tax Amount 2023** – The amount of taxes for this property allocated to each taxing authority for 2023.

**Tax Amount 2024** – The amount of taxes for this property allocated to each taxing authority for the current year.

**Tax Difference 2023-2024** – The difference in dollars between current taxes and prior year taxes for each taxing authority.

**Percent Difference** – The percent change between last year’s tax amount and this year’s tax amount for each taxing authority.

**TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY**

**Levying Authority** – The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.

**Amount 2023** – The total amount of other charges added to your tax bill in 2023.

**Amount 2024** – The total amount of other charges added to your tax bill for the current year.

**TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY**

**Type of Deduction** – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date.

Various restrictions apply. For more information, call the county auditor at (765) 973-9317 or visit <http://www.co.wayne.in.us/auditor>. Deductions documented in this bill can include, but are not limited to, the following:

- **Abatement** – Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- **Blind/Disabled** – Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- **Enterprise Zone** – Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- **Geothermal** – Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- **Homestead Standard Deduction** – Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- **Supplemental Standard Deduction** – Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- **Mortgage** – Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2) [Deduction will no longer apply to tax bills beginning with 2023 Pay 2024]
- **Nonprofit** – Exemption for eligible properties. (IC 6-1.1-10)
- **Over 65** – Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- **Veterans** – Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

**Amount 2023** – The amount deducted from your bill in 2023 for each benefit.

**Amount 2024** – The amount deducted from your bill this year for each benefit.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (765) 973-9254 or visit <http://www.co.wayne.in.us/assessor>. To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must: (1) immediately forward the notice to the county board; and (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal. For further instructions on filing an appeal or correction of error, contact your assessor at (765) 973-9254.

**Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2024, for mobile homes assessed under IC 6-1.1-7 and January 1, 2023, for real property).**



2023008128 QUIT CLAIM \$25.00  
10/19/2023 2:39:35 PM 2 PGS  
Debra S. Tiemann  
WAYNE County Recorder, IN  
Recorded as Presented



## QUIT CLAIM DEED

THIS INDENTURE WITNESSETH that: **Kevin Fox, an adult**, of Wayne County, in the State of Indiana Release(s) and Quit-Claim(s) to:

**Kevin Fox, an adult**, of Wayne County, State of Indiana, for no valuable consideration, the receipt of which is hereby acknowledged, to transfer all right, title, and interest to the following described real estate in Wayne County, State of Indiana, to wit:

**Tract 1 – All that certain parcel of land situate in County of Wayne and State of Indiana, being known as follows: Lot Number Ten (10) in Solomon Sturgis’ Addition to the City of Richmond.**

**Tract 2 – Lot Number Seven (7) in Solomon Sturges’ Addition to the City of Richmond, Indiana.**

Parcel # 029-46091-00 & # 029-35149-00  
Map # 46-32-410-407.000-29 & # 46-32-410-406.000-29  
State ID # 89-16-32-410-407.000-030 & # 89-16-32-410-406.000-030  
Commonly known as: 313 & 317 N. 4<sup>th</sup> Street, Richmond, IN 47374

**SUBJECT** to the Fall installment of real estate taxes for the year 2022 due and payable in 2023 together with all subsequent taxes which the Grantee(s) herein assume(s) and agree(s) to pay as part of the consideration thereof.

**SUBJECT** to all other easements, highways, rights-of-way, covenants, conditions, restrictions, assessments, and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real estate.

**No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding the hereinbefore described real estate.**

**HAS ALREADY BEEN LISTED FOR TAXATION**

*Mark A. Hordeman*  
**AUDITOR OF WAYNE COUNTY**  
Dated this 19th day of October, 2023

Sales Disclosure **NOT** Required  
Wayne County Assessor

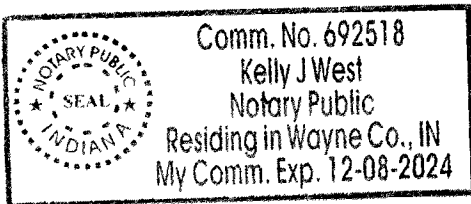
IN WITNESS WHEREOF, **Kevin Fox, an adult**, has executed this deed this 19 day of October 2023.

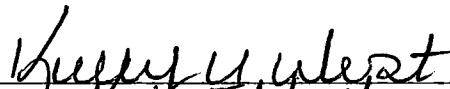


**Kevin Fox**

STATE OF INDIANA  
COUNTY OF WAYNE

Before me, a Notary Public, in and for said County and State personally appeared **Kevin Fox, an adult**, who has acknowledged the execution of this instrument. WITNESS, my hand and notarial seal this 19 day of October, 2023.



  
Printed: Kelly J West, Notary Public  
Resident of Wayne County  
My Commission Expires: 12-08-24

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Craig C. Parker

This instrument prepared by Craig C. Parker, Attorney-at-Law 303 South A Street, Richmond, IN 47374

PROPERTY ADDRESS: 313 & 317 N. 4<sup>th</sup> Street, Richmond, IN 47374

GRANTEE ADDRESS: 313 N. 4<sup>th</sup> Street, Richmond, IN 47374

2023007406 QUIT CLAIM \$25.00  
9/26/2023 4:15:52 PM 2 PGS  
Debra S. Tiemann  
WAYNE County Recorder, IN  
Recorded as Presented



## QUIT CLAIM DEED

THIS INDENTURE WITNESSETH that: **DSV SPV3, LLC**, of Richland County, in the State of South Carolina, Release(s) and Quit-Claim(s) to:

**Kevin Fox, an adult**, of Wayne County, State of Indiana, for no valuable consideration, the receipt of which is hereby acknowledged, to transfer all right, title, and interest to the following described real estate in Wayne County, State of Indiana, to wit:

**All that certain parcel of land situate in County of Wayne and State of Indiana, being known as follows: Lot Number Ten (10) in Solomon Sturgis' Addition to the City of Richmond.**

Parcel # 029-46091-00 // Map # 46-32-410-407.000-29  
State ID # 89-16-32-410-407.000-030  
Commonly known as: 313 N. 4<sup>th</sup> Street, Richmond, IN 47374

This deed is executed pursuant to Resolution adopted by the grantor Limited Liability Company, authorizing it to sell and convey said real estate to the grantees herein, which Resolution remains in full force and effect. Grantor shall warrant and defend title to the same unto the Grantee against every person lawfully claiming or to claim the whole or any part thereof by, through or under the Grantor, but not otherwise.

This deed is delivered and recorded pursuant to, in completion of, and in compliance with the terms of a certain unrecorded Land Installment Contract.

Myoung Kuk Kim recites that he is the duly appointed attorney-in-fact for DSV SPV 3, LLC which power of attorney is recorded as Instrument Number 2023007405, in the records of the Recorder of Wayne County, Indiana, which power has not been rescinded.

**SUBJECT** to the Fall installment of real estate taxes for the year 2022 due and payable in 2023 together with all subsequent taxes which the Grantee(s) herein assume(s) and agree(s) to pay as part of the consideration thereof.

**SUBJECT** to all other easements, highways, rights-of-way, covenants, conditions, restrictions, assessments, and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real estate.

**No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding the hereinbefore described real estate.**

**DULY ENTERED FOR TAXATION  
This 26th day of September, 2023**

*Mark A. Hochman*

**AUDITOR OF WAYNE COUNTY**

Sales Disclosure Approved  
Wayne County Assessor

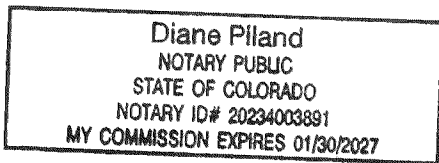
IN WITNESS WHEREOF, Sushma Bagga, <sup>A.I.F.</sup> Member of DSV SPV3, LLC has executed this deed this 12 day of September, 2023.

DSV SPV3, LLC

[Signature]  
By: Sushma Bagga, Member A.I.F.

STATE OF Colorado  
COUNTY OF Arapahoe

Before me, a Notary Public, in and for said County and State personally appeared Sushma Bagga, Member of DSV SPV3, LLC, who has acknowledged the execution of this instrument. WITNESS, my hand and notarial seal this 12 day of September, 2023.



[Signature]  
Printed: Diane Piland, Notary Public  
Resident of Arapahoe County  
My Commission Expires: 1/30/2027

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Craig C. Parker  
This instrument prepared by Craig C. Parker, Attorney-at-Law 303 South A Street, Richmond, IN 47374

PROPERTY ADDRESS: 313 N. 4<sup>th</sup> Street, Richmond, IN 47374  
GRANTEE ADDRESS: 313 N. 4<sup>th</sup> Street, Richmond, IN 47374

2017005793 QUIT CLAIM \$25.00  
07/14/2017 03:31:34P 2 PGS  
Debra S Tiemann  
Wayne County Recorder IN  
Recorded as Presented



Vision Property

DULY ENTERED FOR TAXATION  
This 14 day of July, 2017  
*Kimberly Walther*  
AUDITOR OF WAYNE COUNTY

(The space above reserved for recording purposes.)

Prepared by: April Lucas-Masselis Legal Department Vision Property Management, LLC P.O. Box 488 Columbia, SC 29202 803-753-5530	Send Tax Bills To: 3 DSV SPV <sup>3</sup> , LLC 16 Berryhill Rd., Suite 200 Columbia, SC 29210	Grantor: Kaja Holdings 2, LLC P.O. Box 488 Columbia, SC 29202	Grantee: 3 DSV SPV <sup>3</sup> , LLC 16 Berryhill Rd., Suite 200 Columbia, SC 29210
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K2IN113

### QUIT CLAIM DEED

**THIS INDENTURE**, made on the 9th day of June, 2017 by and between **THE GRANTOR** Kaja Holdings 2, LLC, party of the first part, and **THE GRANTEE**, DSV SPV<sup>3</sup>, LLC, party of the second part, whose tax billing address is 16 Berryhill Rd., Suite 200, Columbia, SC 29210.

**WITNESSETH**, that the said party of the first part, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, to be paid by the said party of the second part (the receipt of which is hereby acknowledged) does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party of the second part of the following described lots, tracts or parcels of land, lying, being and situate in the following described premises situated in the County of WAYNE, and in the State of INDIANA, to-wit:

46-32-410-407.000-29

**ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF WAYNE AND STATE OF INDIANA, BEING KNOWN AS FOLLOWS: LOT NUMBER TEN (10) IN SOLOMON STRUGIS' ADDITION TO THE CITY OF RICHMOND.**

**Commonly known as:** 313 N 4th St., Richmond IN 47374-3009

**Tax Map ID:** 89-16-32-410-407.000-030

**Prior recording reference:** Doc# 2014004921 recorded 07/14/2014

This conveyance is made subject to all restrictions, easements and matters appearing of record.

This conveyance is made subject to all existing mortgages of record, liability for which Grantee expressly assigns and agrees to pay.

Together with all singular, the rights, members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all the singular and said premises before mentioned unto the said DSV SPV<sup>3</sup>, LLC, their successors and assigns, forever – so that neither the said Grantor nor its successors

Sales Disclosure Approved  
Wayne County Assessor

nor any other person or persons, claiming under it, shall at any time hereinafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, Kaja Holdings 2, LLC, has caused this deed to be executed this 9th day of June, 2017.

WITNESS:

*Chrystal D. Gossett*  
Signature

Chrystal D. Gossett  
Printed Name

*Alex Szkaradek*  
Signature

Alex Szkaradek  
Printed Name  
Authorized Signatory for  
Kaja Holdings 2, LLC

WITNESS:  
*O'Shawnacee Wood*  
Signature

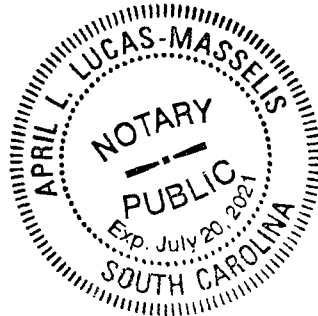
O'Shawnacee Wood  
Printed Name

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

Before me, a Notary Public in and for Lexington County and State of South Carolina, personally appeared Alex Szkaradek, authorized signatory of Kaja Holdings 2, LLC acknowledged the execution of the foregoing Quit Claim Deed for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this  
9th day of June, 2017.

*April L. Lucas-Massells*  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



2014004921 SPECIAL WD \$22.00  
07/14/2014 03:17:47P 3 PGS  
Debra S Tiemann  
Wayne County Recorder IN  
Recorded as Presented



DULY ENTERED FOR TAXATION  
This 14 day of July, 2014  
*Karen L. Stinson*  
AUDITOR OF WAYNE COUNTY

Commitment Number: 3273310  
Seller's Loan Number: C14042W

After Recording Return To:  
ServiceLink, LLC  
1400 Cherrington Parkway  
Moon Township, PA 15108

Grantee Address/Mail Tax Statements To: Kaja Holdings 2, LLC, 16 Berryhill Road, Suite 200,  
Columbia, SC 29210

**PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER**  
**89-16-32-410-407.000-030**

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**SPECIAL WARRANTY DEED**

**FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION**, whose mailing address is **14221 Dallas Pkwy., Suite 1000, Dallas, TX 75254**, hereinafter grantor, for \$7,750.00 (Seven Thousand Seven Hundred Fifty Dollars and Zero Cents) in consideration paid, conveys and warrants, with covenants of special warranty, to **Kaja Holdings 2, LLC**, hereinafter grantee, whose tax mailing address is **16 Berryhill Road, Suite 200, Columbia, SC 29210**, the following real property:

46-32-410-407.000-29

**ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF WAYNE AND STATE OF INDIANA, BEING KNOWN AS FOLLOWS: LOT NUMBER TEN (10) IN SOLOMON STRUGIS' ADDITION TO THE CITY OF RICHMOND.**

**Property Address is: 313 N 4TH ST, RICHMOND, IN 47374**

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

Sales Disclosure Approved  
Wayne County Assessor

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Prior instrument reference: **2014001538**



Executed by the undersigned on 7.3., 2014:

**FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION**

**By: ServiceLink, a Division of Chicago Title Insurance Company, its Attorney In Fact**

By: 


Name: Christopher Daniel

Title: Ay

A Power of Attorney relating to the above described property was recorded on 1/11/2012 at Document Number: #2012000214.

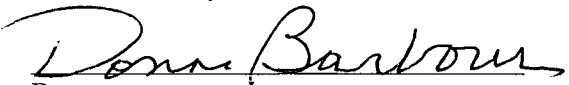
STATE OF Pennsylvania  
COUNTY OF ALLEGHENY

ACKNOWLEDGED AND EXECUTED BEFORE ME, on this 3 day of July, 2014, by Christopher Daniel of **ServiceLink, A Division of Chicago Title Insurance Company as the Attorney in Fact for FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION**, and is appearing on behalf of said corporation, with full authority to act for said corporation in this transaction, who is known to me or has shown \_\_\_\_\_ as identification, who after being by me first duly sworn, deposes and says that he/she has the full binding legal authority to sign this deed on behalf of the aforementioned corporation and acknowledge said authority is contained in an instrument duly executed, acknowledged; and recorded as set forth above, and that this instrument was voluntarily executed under and by virtue of the authority given by said instrument granting him/her power of attorney.

  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jody L. Mayer, Notary Public  
Hopewell Twp., Beaver County  
My Commission Expires Nov. 16, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

  
By Donna Barbour

Print Name \_\_\_\_\_

This instrument prepared by: Jay A. Rosenberg, Esq., and Jacqueline Meyer Goldman, Esq., (Indiana Bar Number: 22724-53), Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

2023007407 MORTGAGE \$55.00  
9/26/2023 4:15:52 PM 21 PGS  
Debra S. Tiemann  
WAYNE County Recorder, IN  
Recorded as Presented



**Return To:** First Bank Richmond  
31 N 9th St  
Richmond, IN 47374-\_\_\_\_\_

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## Mortgage

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INDIANA

**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, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

### Parties

(A) "*Borrower*" is Kevin Fox, currently residing at 313 N 4th St, Richmond, IN, 47374-3009. Borrower is the mortgagor under this Security Instrument.

(B) "*Lender*" is First Bank Richmond. Lender is a state non-member bank organized and existing under the laws of Indiana. Lender's address is 31 N 9th, Richmond, IN 47374. Lender is the mortgagee under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

### Documents

(C) "*Note*" means the promissory note dated September 20, 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 Forty thousand four hundred ninety and 00/100 Dollars (U.S. \$40,490.00) 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 October 1, 2053.

(D) "*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]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> Second Home Rider     | <input type="checkbox"/> VA Rider                       |   |

(E) "*Security Instrument*" means this document, which is dated September 20, 2023, together with all Riders to this document.

#### **Additional Definitions**

(F) "*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.

(G) "*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.

(H) "*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).

(I) "*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.

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

(K) "*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.

(L) "*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.

(M) "*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.

(N) "*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.

(O) "*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.

(P) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(Q) "*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.

(R) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(S) "*Property*" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(T) "*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.

(U) "*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.

(V) "*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.

(W) "*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 Lender the following described property located in the County of WAYNE:

TRACT I-ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF WAYNE AND STATE OF INDIANA, BEING KNOWN AS FOLLOWS: LOT NUMBER TEN (10) IN SOLOMON STURGIS' ADDITION TO THE CITY OF RICHMOND. TRACT II-LOT NUMBER SEVEN (7) IN SOLOMON STURGIS' ADDITION TO THE CITY OF RICHMOND, INDIANA.

Parcel ID Number(s): 029-46091-00/029-35149-00

which currently has the address of 313-317 N 4th St, Richmond, Indiana 47374-3009 ("*Property Address*");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Indiana state requirements to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

**(a) Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

**(b) Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

**(c) Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

**(d) No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

### **3. Funds for Escrow Items.**

**(a) Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "*Funds*"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

**(b) Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly

pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

**(c) Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

**(d) Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

**4. Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "*Required Actions*"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

## 5. Property Insurance.

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

**(e) Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

**7. Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the

Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

**(a) Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

**(b) Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

**(c) Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear

interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(d) Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

## **10. Assignment of Rents.**

**(a) Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("*Tenant*"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

**(b) Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

**(c) Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

**(d) Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

**(e) No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

**(f) Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

**(g) Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

## **11. Mortgage Insurance.**

**(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

**(b) Mortgage Insurance Agreements.** Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing

or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 et seq.), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

## **12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

**(a) Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

**(b) Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "*Partial Devaluation*") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market

value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

**(d) Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "*Opposing Party*" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**13. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

**14. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make

any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

## 15. Loan Charges.

**(a) Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

**(b) Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

**(c) Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

**(d) Savings Clause.** If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, 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.

**16. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

**(a) Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this

Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(b) Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("*Electronic Communication*") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("*Electronic Address*"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

**(c) Borrower's Notice Address.** The address to which Lender will send Borrower notice ("*Notice Address*") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

**(d) Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(e) Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**17. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Indiana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.



As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**18. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**19. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**20. Borrower's Right to Reinstate the Loan after Acceleration.** If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**21. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**22. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

**23. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

#### **24. Hazardous Substances.**

**(a) Definitions.** As used in this Section 24: (i) "*Environmental Law*" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "*Hazardous Substances*" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "*Environmental Cleanup*" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "*Environmental Condition*" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

**(b) Restrictions on Use of Hazardous Substances.** Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely

affects or could adversely affect the value of the Property. The preceding two sentences will 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).

**(c) Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

**25. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("*Borrower's Electronic Signature*") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

**26. Acceleration; Remedies.**

**(a) Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

**(b) Acceleration; Foreclosure; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**27. Release.** Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and is permitted under Applicable Law.

**28. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

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

INDIANA

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.

**Borrower**



Kevin Fox

Seal

**Acknowledgment**

State of Indiana

County of Wayne

This record was acknowledged before me on September 20, 2023 by Kevin Fox

This notarial act was completed:

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

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

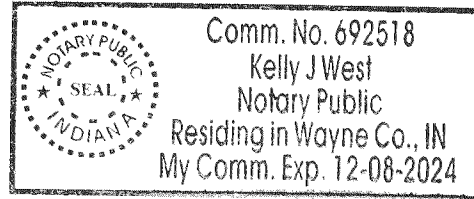
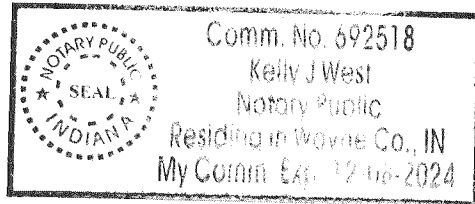
Kelly J West

- Notary Public
- Remote Notary Public

Kelly J West  
Notary Public Name

County commissioned in:  
Wayne

My Commission Expires:  
12-08-24



This instrument was prepared by: Susan M Quinter, First Bank Richmond  
PO Box 937  
Richmond, IN 47375-0937

Mail Tax Statements To: First Bank Richmond  
Po Box 937  
Richmond, IN 47375-0937

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

*Susan M Quinter*

**Susan M Quinter, First Bank Richmond**

Loan Origination Organization: First Bank Richmond  
NMLS ID: 729838

Loan Originator: Alex Schwanitz  
NMLS ID: 1798029

# Search Results for:

**LOT: 10**  
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<a href="#">Book OM, Page 7</a>	Wayne	03/17/1896	PLAT : PLAT	<a href="#">Search</a> OFFICIAL MAP OF RICHMOND INDIANA	<a href="#">Search</a> Lot 11 RAILSBACK E & J ADDN (CLIFTON) <a href="#">Search</a> Lot 12 RAILSBACK E & J ADDN (CLIFTON) <a href="#">Search</a> Lot 14 RAILSBACK E & J ADDN (CLIFTON) <a href="#">Search</a> Lot 1 BRANNON SUB OF E J RAILSBACK <a href="#">see details for more</a>
<a href="#">Book 154, Page 550</a>	Wayne	08/02/1921	DEED : DEED-WARRANTY	<a href="#">Search</a> PARRISH, BERTHA <a href="#">Search</a> PARRISH, FRANK <a href="#">Search</a> HASSARD, CATHERINE	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">Book 170, Page 523</a>	Wayne	10/04/1927	DEED : DEED-ADMINISTRATOR'S	<a href="#">Search</a> AMERICAN TRUST & SAVINGS BANK <a href="#">Search</a> HASSARD, KATHRYN <a href="#">Search</a> WINTERS, EVERETT	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">Book 192, Page 423</a>	Wayne	09/13/1937	DEED : DEED-WARRANTY	<a href="#">Search</a> WINTERS, EVERETT <a href="#">Search</a> WINTERS, RUTH <a href="#">Search</a> BIRCK, ALFERD J	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">Book 208, Page 391</a>	Wayne	01/12/1945	DEED : DEED-WARRANTY	<a href="#">Search</a> BIRCK, ALFERD J <a href="#">Search</a> SPRINGFIELD, MARY BELL	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">Book 147, Page 372</a>	Wayne	08/26/1983	MISC : AGREEMENT	<a href="#">Search</a> SPRINGFIELD, MARY BELLE <a href="#">Search</a> CLOVERLEAF HOME SUPPLIES INC <a href="#">Search</a> WAYNE COMMUNITY ACTION COMMISSION INC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2003010756</a>	Wayne	07/03/2003	MISC : UNSAFE BUILDING ORDER	<a href="#">Search</a> RICE, WILMA <a href="#">Search</a> CITY OF RICHMOND	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2004000002</a>	Wayne	01/02/2004	DEED : DEED-PERSONAL REPRESENTATIVE'S	<a href="#">Search</a> RICE, WILMA <a href="#">Search</a> SPRINGFIELD, MARY BELL <a href="#">Search</a> MARCUM, RONDA	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2004000003</a>	Wayne	01/02/2004	DEED : DEED-WARRANTY	<a href="#">Search</a> MARCUM, RONDA <a href="#">Search</a> PARKS, ALFRED <a href="#">Search</a> PARKS, CHRISTINE	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2004010874</a>	Wayne	08/16/2004	DEED : DEED-WARRANTY	<a href="#">Search</a> PARKS, ALFRED <a href="#">Search</a> PARKS, CHRISTINE <a href="#">Search</a> LEHMAN, SCOTT	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2004010875</a>	Wayne	08/16/2004	MORT : MORTGAGE	<a href="#">Search</a> LEHMAN, SCOTT <a href="#">Search</a> FIRST FRANKLIN FINANCIAL CORP	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2004010876</a>	Wayne	08/16/2004	MORT : MORTGAGE	<a href="#">Search</a> LEHMAN, SCOTT <a href="#">Search</a> PARKS, ALFRED <a href="#">Search</a> PARKS, CHRISTINE	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2010005110</a>	Wayne	07/16/2010	DEED : DEED-QUIT CLAIM	<a href="#">Search</a> LEHMAN, SCOTT <a href="#">Search</a> LEHMAN, SCOTT A <a href="#">Search</a> LEHMAN, JANET N <a href="#">Search</a> LEHMAN, SCOTT	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2014001538</a>	Wayne	03/07/2014	DEED : DEED-SHERIFF	<a href="#">Search</a> LEHMAN, SCOTT <a href="#">Search</a> LEHMAN, SCOTT A <a href="#">Search</a> SHERIFF OF WAYNE COUNTY <a href="#">Search</a> FANNIE MAE <a href="#">see details for more</a>	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2014004921</a>	Wayne	07/14/2014	DEED : DEED-SPECIAL WARRANTY	<a href="#">Search</a> FANNIE MAE <a href="#">Search</a> KAJA HOLDINGS 2 LLC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2017005793</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<a href="#">Search</a> KAJA HOLDINGS 2 LLC <a href="#">Search</a> DSV SPV3 LLC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2023007406</a>	Wayne	09/26/2023	DEED : DEED-QUIT CLAIM	<a href="#">Search</a> DSV SPV3 LLC <a href="#">Search</a> FOX, KEVIN	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN



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<a href="#">2023007407</a>	Wayne	09/26/2023	MORT : MORTGAGE	<a href="#">Search</a> FOX, KEVIN <a href="#">Search</a> FIRST BANK RICHMOND	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN <a href="#">Search</a> Lot 7 STURGIS SOLOMON ADDN
<a href="#">2023008128</a>	Wayne	10/19/2023	DEED : DEED-QUIT CLAIM	<a href="#">Search</a> FOX, KEVIN <a href="#">Search</a> FOX, KEVIN	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN <a href="#">Search</a> Lot 7 STURGIS SOLOMON ADDN

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**REGION: Wayne County, IN**

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<a href="#">2018009628</a>	Wayne	12/10/2018	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN M</b> <a href="#">Search</a> <a href="#">Search</a> MCNEW, TRAVIS A	<a href="#">Search</a> Lot 52 WOODNUT THOMAS ADDN <a href="#">Search</a> Lot 53 WOODNUT THOMAS ADDN
<a href="#">2019002662</a>	Wayne	04/08/2019	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> JONES ROSE, HEATHER R <a href="#">Search</a> ROSE, HEATHER R JONES	<a href="#">Search</a> Lot 4 FAIRVIEW HEIGHTS ADDN
<a href="#">2019008699</a>	Wayne	11/04/2019	DEED : DEED-WARRANTY	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> ELLIS, MARIE NICOLE	<a href="#">Search</a> Lot 4 FAIRVIEW HEIGHTS ADDN
<a href="#">2019009684</a>	Wayne	12/10/2019	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> PIPPIN, CHERYL J	<a href="#">Search</a> Lot 5 MARYMOUNT ADDN
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<a href="#">2021004292</a>	Wayne	04/30/2021	DEED : DEED-WARRANTY	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> RADER, GEORGE C III	<a href="#">Search</a> Lot 7 GREENS FORK - CAROL ADDN
<a href="#">2021005829</a>	Wayne	06/09/2021	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> SCOTT NIXON PROPERTIS LLC	<a href="#">Search</a> Lot 7 STURGIS SOLOMON ADDN
<a href="#">2023007406</a>	Wayne	09/26/2023	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV3 LLC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2023007407</a>	Wayne	09/26/2023	MORT : MORTGAGE	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> FIRST BANK RICHMOND	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN <a href="#">Search</a> Lot 7 STURGIS SOLOMON ADDN
<a href="#">2023008128</a>	Wayne	10/19/2023	DEED : DEED-QUIT CLAIM	<b>FOX, KEVIN</b> <a href="#">Search</a> <a href="#">Search</a> FOX, KEVIN	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN <a href="#">Search</a> Lot 7 STURGIS SOLOMON ADDN

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# Search Results for:

**NAME: DSV SPV3 LLC**  
**REGION: Wayne County, IN**  
**DOCUMENTS VALIDATED THROUGH: 11/21/2024 3:39 PM**

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2017005793</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> KAJA HOLDINGS 2 LLC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2020009041</a>	Wayne	11/03/2020	LIEN : WEED LIEN	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF RICHMOND	<a href="#">Search</a> Lot 343 OFFICIAL MAP OF RICHMOND
<a href="#">2021002718</a>	Wayne	03/22/2021	DEED : DEED-QUIT CLAIM	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> FIX PADS HOLDINGS LLC	<a href="#">Search</a> Lot 5 Block 6 CAMBRIDGE CITY WRSR <a href="#">Search</a> Lot 6 Block 6 CAMBRIDGE CITY WRSR
<a href="#">2021002749</a>	Wayne	03/22/2021	REL : WEED LIEN RELEASE	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF RICHMOND	
<a href="#">2023007405</a>	Wayne	09/26/2023	MISC : POWER OF ATTORNEY	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> STATEBRIDGE COMPANY	
<a href="#">2023007406</a>	Wayne	09/26/2023	DEED : DEED-QUIT CLAIM	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> FOX, KEVIN	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2024006275</a>	Wayne	09/11/2024	MISC : POWER OF ATTORNEY	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> STATEBRIDGE COMPANY	
<a href="#">2024006276</a>	Wayne	09/11/2024	DEED : DEED-SPECIAL WARRANTY	<b>DSV SPV3 LLC</b> <a href="#">Search</a> <a href="#">Search</a> CUEVAS, REBECCA GAYTAN	<a href="#">Search</a> Lot 343 OFFICIAL MAP OF RICHMOND

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## Search Results for:

**NAME: KAJA HOLDINGS 2 LLC**  
**REGION: Wayne County, IN**  
**DOCUMENTS VALIDATED THROUGH: 11/21/2024 3:39 PM**

Showing 17 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2013011229</a>	Wayne	12/30/2013	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> FEDERAL HOME LOAN MORTGAGE CORPORATION	<a href="#">Search</a> Lot 6 Block 6 CAMBRIDGE CITY WRSR <a href="#">Search</a> Lot 5 Block 6 CAMBRIDGE CITY WRSR
<a href="#">2014000480</a>	Wayne	01/24/2014	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> FANNIE MAE, FEDERAL NATIONAL MORTGAGE ASSOCIATION	<a href="#">Search</a> Lot 22 Block 7 CAMBRIDGE CITY WRNR <a href="#">Search</a> Lot 21 Block 7 CAMBRIDGE CITY WRNR
<a href="#">2014000908</a>	Wayne	02/12/2014	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> SECRETARY OF HOUSING & URBAN DEVELOPMENT	<a href="#">Search</a> Lot 6 Block 46 HAGERSTOWN OP ULRICH&GILLESPIE
<a href="#">2014001434</a>	Wayne	03/04/2014	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> FANNIE MAE FEDERAL NATIONAL MORTGAGE ASSOCIATION	<a href="#">Search</a> Lot 169 EARLHAM HEIGHTS ADDN <a href="#">Search</a> Lot 170 EARLHAM HEIGHTS ADDN
<a href="#">2014004921</a>	Wayne	07/14/2014	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> FANNIE MAE	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2015006919</a>	Wayne	08/18/2015	DEED : DEED-SPECIAL WARRANTY	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> BANK OF NEW YORK BANK OF NEW YORK MELLON	<a href="#">Search</a> Lot 17 BULLA SUB DIV WM F JOHN & THOMAS P
<a href="#">2015009480</a>	Wayne	11/06/2015	LIEN : WEED LIEN	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> CITY OF RICHMOND	<a href="#">Search</a> Lot 169 EARLHAM HEIGHTS ADDN <a href="#">Search</a> Lot 170 EARLHAM HEIGHTS ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2017003333</a>	Wayne	04/28/2017	LIEN : SEWER LIEN	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> WESTERN WAYNE REGIONAL SEWAGE DISTRICT	<a href="#">Search</a> Lot 21 Block 7 CAMBRIDGE CITY WRNR <a href="#">Search</a> Lot 22 Block 7 CAMBRIDGE CITY WRNR
<a href="#">2017004672</a>	Wayne	06/13/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> ROACH, NANCY E	<a href="#">Search</a> Lot 21 Block 7 CAMBRIDGE CITY WRNR <a href="#">Search</a> Lot 22 Block 7 CAMBRIDGE CITY WRNR
<a href="#">2017005793</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV3 LLC	<a href="#">Search</a> Lot 10 STURGIS SOLOMON ADDN
<a href="#">2017005794</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV1 LLC	<a href="#">Search</a> Lot 6 Block 46 HAGERSTOWN OP ULRICH&GILLESPIE
<a href="#">2017005795</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV 3 LLC	<a href="#">Search</a> Lot 5 Block 6 CAMBRIDGE CITY WRSR <a href="#">Search</a> Lot 6 Block 6 CAMBRIDGE CITY WRSR
<a href="#">2017005796</a>	Wayne	07/14/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV 2 LLC	<a href="#">Search</a> Lot 170 EARLHAM HEIGHTS ADDN <a href="#">Search</a> Lot 169 EARLHAM HEIGHTS ADDN
<a href="#">2017006183</a>	Wayne	07/31/2017	DEED : DEED-QUIT CLAIM	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV2 LLC	<a href="#">Search</a> Lot 17 BULLA SUB DIV WM F JOHN & THOMAS P
<a href="#">2018006056</a>	Wayne	07/27/2018	REL : SEWER LIEN RELEASE	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> WESTERN WAYNE REGIONAL SEWAGE DISTRICT	
<a href="#">2020003846</a>	Wayne	05/20/2020	REL : WEED LIEN RELEASE	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF RICHMOND	
<a href="#">2023008145</a>	Wayne	10/20/2023	DEED : DEED-CORRECTIVE	<b>KAJA HOLDINGS 2 LLC</b> <a href="#">Search</a> <a href="#">Search</a> DSV SPV2 LLC	<a href="#">Search</a> Lot 169 EARLHAM HEIGHTS ADDN <a href="#">Search</a> Lot 170 EARLHAM HEIGHTS ADDN

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## Search Results for:

**NAME: Fox, Kevin (Super Search)**



**PARTY ROLE: Case Party  
REGION: Wayne County, IN**

Showing 7 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-1009-IF-005556</a>	Fox, Kevin	09/24/1992	Defendant	Citation	Closed	09/07/2010	09/28/2010
<a href="#">89D03-0308-IF-007217</a>	Fox, Kevin D	08/18/1973	Defendant	Citation	Closed	08/15/2003	08/26/2003
<a href="#">89D03-2407-EV-000373</a>	Fox, Kevin M.		Plaintiff	Civil	Closed	07/23/2024	08/06/2024
<a href="#">89D02-1511-CC-000701</a>	Fox, Kevin M.		Defendant	Civil	Closed	11/25/2015	02/04/2016
<a href="#">89D03-1503-IF-001133</a>	Fox, Kevin M	09/24/1992	Defendant	Citation	Closed	03/10/2015	04/20/2015
<a href="#">89D03-1405-IF-001746</a>	Fox, Kevin M	09/24/1992	Defendant	Citation	Closed	05/05/2014	05/29/2014
<a href="#">89D03-1301-IF-000044</a>	Fox, Kevin M	09/24/1992	Defendant	Citation	Closed	01/04/2013	02/21/2013

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## Search Results for:

**NAME: DSV SPV3 LLC (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Wayne County, IN**

Showing 0 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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No items to display.

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# Search Results for:

**NAME: DSV SPV3 (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Wayne County, IN**

Showing 0 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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No items to display.

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## Search Results for:

**NAME: KAJA HOLDINGS (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Wayne County, IN**

Showing 1 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-1612-SC-002015</a>	Kaja Holdings 2 Llc		Plaintiff	Civil	Closed	12/19/2016	01/03/2017

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