



**LIEN SEARCH
PRODUCT COVER SHEET**

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-02019	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	DEVIN CRESS, MELISSA CRESS		
PROPERTY ADDRESS:	83 E COUNTY ROAD 1300 N		
CITY, STATE AND COUNTY:	BRAZIL, INDIANA (IN) AND CLAY		

SEARCH INFORMATION

SEARCH DATE:	04/25/2025	EFFECTIVE DATE:	04/24/2025
NAME(S) SEARCHED:	CRESS DEVIN E CRESS MELISSA R CRESS NORMA G MCINTIRE MELISSA R CRESS NORMA TRUSTEE CRESS NORMA G REV LIVING		
ADDRESS/PARCEL SEARCHED:	83 E COUNTY ROAD 1300 N, BRAZIL, IN 47834/ 11-01-08-300-003.001-016		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

DEVIN E. CRESS AND MELISSA R. CRESS, HUSBAND AND WIFE

COMMENTS:	
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VESTING DEED

DEED TYPE:	QUITCLAIM DEED	GRANTOR:	DEVIN CRESS AND MELISSA R. MCINTIRE CRESS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
DATED DATE:	12/01/2006	GRANTEE:	DEVIN E. CRESS AND MELISSA R. CRESS, HUSBAND AND WIFE
BOOK/PAGE:	83/1674	RECORDED DATE:	12/07/2006
INSTRUMENT NO:	200600005846		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024-2025	TAX YEAR:	2024-2025
TAX AMOUNT:	\$258.23	TAX AMOUNT:	\$258.23
TAX STATUS:	DUE	TAX STATUS:	DUE
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$135,000.00
DATED DATE:	06/10/2020	RECORDED DATE	06/16/2020
INSTRUMENT NO:	202000001900	BOOK/PAGE:	187/2569
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	NO

BORROWER:	DEVIN E CRESS AND MELISSA R CRESS HUSBAND AND WIFE		
LENDER:	RIDDELL NATIONAL BANK		
TRUSTEE:	N/A		
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$20,000.00
DATED DATE:	06/08/2023	RECORDED DATE	06/16/2023
INSTRUMENT NO:	202300001731	BOOK/PAGE:	216/2153
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	NO
BORROWER:	DEVIN E CRESS AND MELISSA R CRESS HUSBAND AND WIFE		
LENDER:	INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	AGREEMENT	BOOK/PAGE:	52/343
DATED DATE:	07/25/1966	INSTRUMENT NO.	196600002449
REC DATE:	09/21/1966	COUNTY:	CLAY
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	DESCRIPTION	BOOK/PAGE:	60/107
DATED DATE:	03/22/1973	INSTRUMENT NO.	197300001001
REC DATE:	03/22/1973	COUNTY:	
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	AFFIDAVIT OF SURVIVORSHIP	BOOK/PAGE:	8/2407
DATED DATE:	11/09/1999	INSTRUMENT NO.	199900005551
REC DATE:	11/09/1999	COUNTY:	CLAY
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	SURVEY	BOOK/PAGE:	144/426
DATED DATE:	04/02/2014	INSTRUMENT NO.	201400000983
REC DATE:	04/02/2014	COUNTY:	CLAY
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	AFFIDAVIT OF SURVIVORSHIP	BOOK/PAGE:	153/2458
DATED DATE:	10/01/2015	INSTRUMENT NO.	201500003104
REC DATE:	10/06/2015	COUNTY:	CLAY
ASSIGNOR:			

ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	EASEMENT	BOOK/PAGE:	213/1884
DATED DATE:	12/16/2022	INSTRUMENT NO.	202300000161
REC DATE:	01/17/2023	COUNTY:	
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF BRAZIL		
ADDITIONAL NOTES			
WARRANTY DEED RECORDED ON 07/01/2005 IN BOOK 69 AND PAGE 46. QUITCLAIM DEED RECORDED ON 11/09/1999 IN BOOK 8 AND PAGE 2410. WARRANTY DEED RECORDED ON 08/28/1952 IN BOOK 138 AND PAGE 584.			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IS LOCATED IN CLAY COUNTY, STATE OF INDIANA, TO-WIT:</p> <p>A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION EIGHT (8), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIX (6) WEST, DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER, QUARTER SECTION; THENCE RUNNING NORTH FIFTY (50) RODS; THENCE RUNNING EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 61 RODS, MORE OR LESS, TO THE WEST LINE OF THE RIGHT OF WAY OF THE CENTRAL INDIANA RAIL ROAD COMPANY (KNOWN AS THE MIDLAND RAIL ROAD); THENCE SOUTHERLY ALONG AND WITH THE WEST LINE OF SAID RIGHT OF WAY FIFTY (50) RODS, OR TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE RUNNING WEST WITH THE SOUTH LINE OF SAID QUARTER SECTION, SIXTY-ONE (61) RODS, MORE OR LESS, TO THE PLACE OF BEGINNING, CONTAINING NINETEEN (19) ACRES, MORE OR LESS.</p> <p>EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:</p> <p>BEGINNING AT A RAILROAD SPIKE LOCATED AT THE SOUTHWEST CORNER OF SECTION EIGHT (8), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIX (6) WEST, SECOND PRINCIPAL MERIDIAN. THENCE NORTH 00 DEGREES 00 MINUTES (00 SECONDS EAST-ASSUMED BEARING) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, FOUR HUNDRED NINETY AND ZERO HUNDREDTHS (490.00) FEET TO A POINT (5/8" IRON ROD LOCATED 20 FEET EAST); THENCE SOUTH 89 DEGREES 35 MINUTES 29 SECONDS EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TWO HUNDRED TEN AND ZERO HUNDREDTHS (210.00) FEET TO A 5/8" IRON ROD, THIRTY (30) INCHES IN LENGTH WITH A PLASTIC CAP LABELED "J.R. KELLER L.S. 80920000 (HEREAFTER REFERRED TO AS A 5/8" IRON ROD); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, FOUR HUNDRED NINETY AND ZERO HUNDREDTHS (490.00) FEET TO A POINT (5/8" IRON ROD LOCATED 20 FEET NORTH); THENCE NORTH 89 DEGREES 35 MINUTES 29 SECONDS WEST ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TWO HUNDRED TEN AND ZERO HUNDREDTHS (210.00) FEET TO THE POINT OF BEGINNING. CONTAINING 2.36 ACRES, MORE OR LESS, IN SAID EXCEPTION.</p> <p>CONTAINING IN ALL AFTER SAID EXCEPTION, SIXTEEN AND SIXTY-FOUR HUNDREDTHS (16.64) ACRES, MORE OR LESS.</p>			

11-01-08-300-003.001-016

General Information

Parcel Number
11-01-08-300-003.001-016
Parent Parcel Number
010-00168-01
Tax ID:

Routing Number

Property Class 101
Cash Grain/General Farm

Year:

Location Information

County
Clay
Township
VAN BUREN TOWNSHIP
District 016 (Local)
School Corp
CLAY COMMUNITY
Neighborhood 1116025-016
VAN BUREN TOWNSHIP C132 4

Section/Plat

Location Address
83 E CO RD 1300 N
CARBON, IN 47837

Zoning

Subdivision

Lot

AAMH Park

Characteristics

Topography
Level
Public Utilities
Gas, Electricity
Streets or Roads
Paved
Neighborhood Life Cycle Stage
NA

Printed Friday, April 25, 2025

CRESS, DEVIN E & MELISSA R

Ownership

CRESS, DEVIN E & MELISSA R
83 E CO RD 1300 N
BRAZIL, IN 47834

Legal

PT SW/4 SW 8-13-6
16.64 A

Valuation Records (work in progress values are not certified values and are subject to change)

Assessment Year	2023	2022	2021	2020	2019
Reason For Change	GEN REVAL	GEN REVAL	AA	AA	AA
As Of Date	03/27/2023	03/29/2022	04/13/2021	04/03/2020	04/03/2019
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor					
Notice Required					
Land	\$23,300	\$20,900	\$19,700	\$19,700	\$21,300
Land Res(1)	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200
Land Non Res(2)	\$11,100	\$8,700	\$7,500	\$7,500	\$9,100
Land Non Res(3)	\$00	\$00	\$00	\$00	\$00
Improvement	\$120,500	\$126,000	\$100,700	\$101,900	\$103,000
Imp Res(1)	\$120,500	\$126,000	\$100,700	\$101,900	\$103,000
Imp Non Res(2)	\$00	\$00	\$00	\$00	\$00
Imp Non Res(3)	\$00	\$00	\$00	\$00	\$00
Total	\$143,800	\$146,900	\$120,400	\$121,600	\$124,300
Total Res(1)	\$132,700	\$138,200	\$112,900	\$114,100	\$115,200
Total Non Res(2)	\$11,100	\$8,700	\$7,500	\$7,500	\$9,100
Total Non Res(3)	\$00	\$00	\$00	\$00	\$00

Land Data

Land Type	Pricing Method	Soil ID	Act Front	Size	Factor	Rate	Adj Rate	Ext Value	Infl%	Res Elig%	Market Factor	Value
4		HCE	0	0.6867			\$1,140	\$783				\$780
4		HCF	0	0.0687			\$950	\$65				\$70
4		LO	0	0.0361			\$1,938	\$70				\$70
4		MUB2	0	3.4396			\$1,938	\$6,666				\$6,670
4		PKB2	0	0.1145			\$1,862	\$213				\$210
6		HCE	0	0.5188			\$1,140	\$591				\$120
6		HCF	0	5.1993			\$950	\$4,939				\$990
6		LO	0	3.5123			\$1,938	\$6,807				\$1,360
6		MUB2	0	2.0640			\$1,938	\$4,000				\$800
9			0	1.0000			\$12,200	\$12,200				\$12,200

Data Source

83 E CO RD 1300 N

Transfer Of Ownership

Date	Owner	Doc ID	Code	Book/Page	Sale Price
10/06/2015	CRESS, DEVIN E & MEL			153/	\$00
12/07/2006	CRESS, DEVIN & MELIS			83/1674	\$00
07/01/2005	CRESS, DEVIN & MELIS	0		69/46	\$00
01/01/1900	CRESS, NORMA G - REV				\$00

Collector

101, Cash Grain/General Farm

Appraiser

VAN BUREN TOWNSHIP C132 4/
1116025-016

Notes

Land Computations	
Calculated Acreage	16.64
Actual Frontage	
Developer Discount	<input type="checkbox"/>
Parcel Acreage	16.64
81 Legal Drain NV	
82 Public Roads NV	
83 UT Towers NV	
9 Homesite	
91/92 Acres	
Total Acres Farmland	
Farmland Value	
Measured Acreage	
Avg Farmland Value/Acre	
Value Of Farmland	
Calssified Total	
Farm / Classified Value	
Homesite(s) Value	
91/92 Values	
Supp. Page Land Value	
CAP 1 Value	
CAP 2 Value	
CAP 3 Value	
Total Value	

General Information				Plumbing	
Occupancy	Single-Family R 01			#	TF
Description	Single-Family R 01	Full Bath		2	6
Story Height	1.00	Half Bath		0	0
Style		Kitchen Sinks		1	1
Finished Area	1112 sqft	Water Heaters		1	1
Make		Add Fixtures		0	0
				Total	4 8

Floor Finish	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile
<input type="checkbox"/> Slab	<input type="checkbox"/> Carpet
<input type="checkbox"/> Sub & Joint	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Wood	<input type="checkbox"/> Other
<input type="checkbox"/> Parquet	

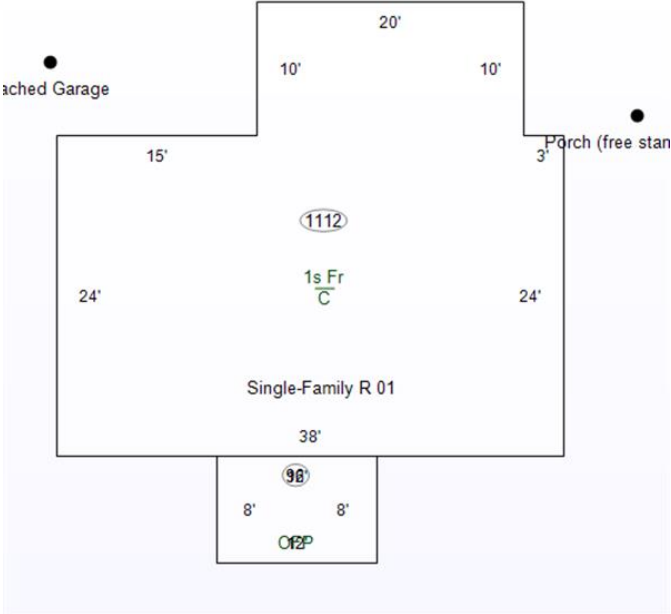
Wall Finish	
<input type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other
<input type="checkbox"/> Fiberboard	

Roofing				
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Slate	<input type="checkbox"/> Tile
<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Other			

Exterior Features		
Description	Area	Value
Porch, Open Frame	96	

Accomodations	
Bedrooms	3
Living Rooms	1
Dining Rooms	0
Family Rooms	0
Total Rooms	5

Heat Type	
Central Warm Air	



Specialty Plumbing		
Description	Count	Value

Cost Ladder					
Floor	Constr	Base	Finish	Value	Totals
1	Wood Frame	1112	1112		
2					
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl		1112	0		
Slab					

Total Base	
Adjustments	1 Row Type Adj. x 1.00

Unfin Int (1)
Ex Liv Units (+)
Rec Room (+)
Loft (+)
Firsplace (+)
No Heating (1)
A/C (+)
No Elec (-)
Plumbing (+/-)
Spec Plumb (+)
Elevator (+)

Sub-Total, One Unit
Sub-Total

External Features (+)
Garages (+)
Quality and Design Factor (Grade)
Location Mutliplier

Replacement Cost

Summary Of Improvements																
Description	Res Eligibl	Story Height	Construction	Year Grade	Eff Built	Eff Year	Co nd	Base Rate	Adj LCM	Rate	Size	RCN	Norm Dep	Remain Value	Abn Obs	Improv Value
Single-Family R 01				C	2006	2006	A									100% 1.0500
Detached Garage				D	2016	2016	A				720 sqft					100% 1.0500
Porch (free standing)				D	2016	2016	A				240 sqft					100% 1.0500



LowTaxInfo

**83 E Co Rd 1300 N**

Carbon, IN 47837

CRESS, DEVIN E & MELISSA R83 E CO RD 1300 N
BRAZIL, IN 47834**Spring Due by 05/12/2025: \$258.23****Fall Due by 11/10/2025: \$258.23****\$516.46**

Total Due ⓘ

Property Information

Tax Year/Pay Year

2024 / 2025

TIF

None

Parcel Number

11-01-08-300-003.001-016

Homestead Credit Filed?

Yes

Duplicate Number

2365902

Over 65 Circuit Breaker?

No

Property Type

Real

Legal Description**Note: Not to be used on legal documents****Tax Unit / Description**

10 - Van Buren Twp

PT SW SW 8-13-6 16.64A

Section-Township-Range

0008, 0013, 6

Property Class

AGRICULTURAL - CASH GRAIN/GENERAL FARM

Parcel Acres

16.64

Mortgage Company

LERETA, LLC

Lot Number

No Info

Mtg Company Last Changed

09/17/2020

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$258.23	\$0.00	\$258.23
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$258.23	\$0.00	\$258.23
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
Late Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$486.22	\$0.00	\$486.22
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$0.00	\$0.00	\$0.00
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$516.46
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$516.46
Receipts:			\$0.00
Total Due:			\$516.46
Surplus Transfer:			\$0.00

	Tax Bill	Adjustments	Balance
Account Balance:			\$516.46

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
No data					

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$258.23	\$258.23	\$0.00	\$516.46	\$0.00
2024	\$272.56	\$272.56	\$0.00	\$545.12	\$545.12
2023	\$276.80	\$276.80	\$0.00	\$553.60	\$553.60
2022	\$233.04	\$233.04	\$0.00	\$466.08	\$466.08
2021	\$236.12	\$236.12	\$0.00	\$472.24	\$472.24
2020	\$254.59	\$254.59	\$0.00	\$509.18	\$509.18
2019	\$266.21	\$266.21	\$0.00	\$532.42	\$532.42

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$132,700	\$131,200
1b. Gross assessed value of all other residential property	\$11,100	\$13,300
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$143,800	\$144,500
2a. Minus deductions	(\$81,880)	(\$79,200)
3. Equals subtotal of net assessed value of property	\$61,920	\$65,300
3a. Multiplied by your local tax rate	1.6129	1.5355
4. Equals gross tax liability	\$998.70	\$1,002.68
4a. Minus local property tax credits	(\$453.58)	(\$486.22)
4b. Minus savings due to property tax cap	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$545.12	\$516.46

Assessed Values as of 04/04/2024

Land Value	\$25,500
Improvements	\$119,000

Exemptions / Deductions

Description	Amount
STD_EX	\$48,000.00
SUPP STD DED	\$31,200.00
Count: 2	\$79,200.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property


Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
New from Split	07/01/2005	07/01/2005	2007		No Info	No Info	No Info

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
CRESS, DEVIN & MELISSA R (ETUX)	10/06/2015			153	2458
CRESS, DEVIN & MELISSA R MCINTIRE	12/07/2006			83	1674
Cress,norma G Rev Trust	07/01/2005			69	46

COUNTY: 11-Clay

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-01-08-300-003.001-016	DUPLICATE NUMBER 2365902	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after May 12, 2025, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after June 11, 2025	
TAXING UNIT NAME Van Buren Twp	LEGAL DESCRIPTION PT SW SW 8-13-6 16.64A			
PROPERTY ADDRESS 83 E Co Rd 1300 N, Carbon IN 47837				
			SPRING AMOUNT DUE by May 12, 2025	\$258.23


CRESS, DEVIN E & MELISSA R
83 E CO RD 1300 N
BRAZIL IN 47834

Office Phone: (812)448-9009
Pay Online at: www.lowtaxinfo.com
Pay By Phone: 812-412-2577
Remit Payment and Make Check Payable to:
Clay County Treasurer
609 East National Ave Room 101
Brazil, IN 47834

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COUNTY: 11-Clay

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-01-08-300-003.001-016	DUPLICATE NUMBER 2365902	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after November 10, 2025, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after December 10, 2025	
TAXING UNIT NAME Van Buren Twp	LEGAL DESCRIPTION PT SW SW 8-13-6 16.64A			
PROPERTY ADDRESS 83 E Co Rd 1300 N, Carbon IN 47837				
			FALL AMOUNT DUE by November 10, 2025	\$258.23

CRESS, DEVIN E & MELISSA R
83 E CO RD 1300 N
BRAZIL IN 47834

Office Phone: (812)448-9009
Pay Online at: www.lowtaxinfo.com
Pay By Phone: 812-412-2577
Remit Payment and Make Check Payable to:
Clay County Treasurer
609 East National Ave Room 101
Brazil, IN 47834

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COUNTY: 11-Clay

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 11-01-08-300-003.001-016	DUPLICATE NUMBER 2365902	TAX YEAR 2024 Payable 2025	DUE DATES
TAXING UNIT NAME Van Buren Twp	LEGAL DESCRIPTION PT SW SW 8-13-6 16.64A		SPRING - May 12, 2025 FALL - November 10, 2025

DATE OF STATEMENT: 04/25/2025

TOTAL DUE FOR 2024 PAY 2025: \$516.46

PROPERTY ADDRESS 83 E Co Rd 1300 N, Carbon IN 47837		
PROPERTY TYPE Real	TOWNSHIP: VAN BUREN	
ACRES 16.6400	LIT 1% Rate 60.8942	LIT Res Rate 55.0051

CRESS, DEVIN E & MELISSA R
83 E CO RD 1300 N
BRAZIL IN 47834

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$258.23	\$258.23
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$0.00	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
Amount Due	\$258.23	\$258.23
Payment Received	\$0.00	\$0.00
Balance Due	\$258.23	\$258.23

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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. Beginning with 2023 Pay 2024, the Mortgage Deduction is no longer available. 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.

TAXPAYER AND PROPERTY INFORMATION

<u>Taxpayer Name</u> CRESS, DEVIN E & MELISSA R 83 E CO RD 1300 N BRAZIL IN 47834	<u>Address</u> 83 E Co Rd 1300 N Carbon IN 47837	<u>Date of Notice</u> April 25, 2025	<u>Parcel Number</u> 11-01-08-300-003.001-016	<u>Taxing District</u> 016 Van Buren Twp
<u>Legal Description</u> PT SW SW 8-13-6 16.64A	<u>Billed Mortgage Company</u> LERETA, LLC	<u>Duplicate Number</u> 2365902	<u>Tax ID Number</u> 010-00168-01	<u>Property Type</u> Real



Spring installment due on or before May 12, 2025 and Fall installment due on or before November 10, 2025.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2023 Pay 2024	2024 Pay 2025
1a. Gross assessed value of homestead property	\$132,700	\$131,200
1b. Gross assessed value of other residential property and farmland	\$11,100	\$13,300
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$143,800	\$144,500
2a. Minus deductions (see Table 5 below)	(\$81,880)	(\$79,200)
3. Equals subtotal of net assessed value of property	\$61,920	\$65,300
3a. Multiplied by your local tax rate	1.6129	1.5355
4. Equals gross tax liability (see Table 3 below)	\$998.70	\$1,002.68
4a. Minus local property tax credits	(\$453.58)	(\$486.22)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to Over 65 Circuit Breaker Credit ¹	\$0.00	\$0.00
4d. Minus savings due to County Option Circuit Breaker Credit	\$0.00	\$0.00
5. Total property tax liability (see remittance coupon for total amount due)	\$545.12	\$516.46

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

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ²	\$1,549.00	\$1,578.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$0.00	\$0.00
Maximum tax that may be imposed under	\$1,549.00	\$1,578.00

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

TAXING AUTHORITY	TAX RATE 2024	TAX RATE 2025	TAX AMOUNT 2024	TAX AMOUNT 2025	TAX DIFFERENCE 2024-2025	PERCENT DIFFERENCE
COUNTY	0.4598	0.4383	\$284.71	\$286.21	\$1.50	0.53%
FIRE DIST	0.2163	0.2178	\$133.93	\$142.22	\$8.29	6.19%
SCHOOL	0.9020	0.8443	\$558.51	\$551.33	(\$7.18)	(1.29%)
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOWNSHIP	0.0348	0.0351	\$21.55	\$22.92	\$1.37	6.36%
TOTAL	1.6129	1.5355	\$998.70	\$1,002.68	\$3.98	0.40%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2024	2025	% Change
TOTAL ADJUSTMENTS	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY⁴

TYPE OF DEDUCTION	2024	2025
STD EX	\$48,000	\$48,000
SUPP STD DED	\$33,880	\$31,200
TOTAL DEDUCTIONS	\$81,880	\$79,200

1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indiana 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. Changes 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.

4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of 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 will 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 2023 Pay 2024 – The summary of calculations based on tax rates for taxes payable last year.

Taxes 2024 Pay 2025 – 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 2024 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2024.

Tax Rate 2025 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

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

Tax Amount 2025 – The amount of taxes for this property allocated to each taxing authority for the current year.

Tax Difference 2024-2025 – 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 2024 – The total amount of other charges added to your tax bill in 2024.

Amount 2025 – 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 (812) 448-9001. 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 2024 – The amount deducted from your bill in 2024 for each benefit.

Amount 2025 – The amount deducted from your bill this year for each benefit.

Homestead Credits

Clay County provides local property tax credits for certain taxpayers pursuant to IC 6-3.6-5 and/or IC 6-1.1-20.4. Taxpayers receiving a local property tax credit will see the credit amount in Box 4A on the Form TS-1A.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (812) 448-9013.

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 (812) 448-9013.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2025, for mobile homes assessed under IC 6-1.1-7 and January 1, 2024, for real property).

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 7 DAY OF Dec 20 06

Auditor Clay County
By Joseph M. Dwyer

Parcel No. 010-00168-00

Instrument Book Page
200600005846 DR 83 1674

200600005846
Filed for Record in
CLAY COUNTY, INDIANA
ANGELA J. MODESITT
12-07-2006 At 09:00 am.
QC DEED 18.00
OR Book 83 Page 1674 - 1675

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that DEVIN CRESS AND MELISSA R. MCINTIRE CRESS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (Grantor), of CLAY County in the State of Indiana **RELEASES AND QUITCLAIMS** to DEVIN E. CRESS AND MELISSA R. CRESS, HUSBAND AND WIFE, (Grantee) of CLAY County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in CLAY County, State of Indiana, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Grantor Melissa R. McIntire Cress does hereby state that she is one and the same person as Melissa Cress, Melissa R. Cress and Melissa R. McIntire.

Subject to any and all easements, agreements and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 1st day of December, 2005.

Grantor(s):

Devin Cress
DEVIN CRESS

Melissa R. McIntire Cress
MELISSA R. MCINTIRE CRESS

STATE OF INDIANA

ACKNOWLEDGMENT

COUNTY OF VIGO

Before me, a Notary Public, in and for said County and State, personally appeared who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 1st day of December, 2005.



Pamela J. Kappel
Signature
PAMELA J. KAPPEL
Printed

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.

Send tax statements to:
Instrument prepared by : MELISSA R. CRESS

Pamela J. Kappel Pamela J. Kappel
83 E County Rd 1300 N., Brazil, In 47834

Instrument Book Page
200600005846 DR 83 1675

EXHIBIT 'A'
LEGAL DESCRIPTION

The following described real estate is located in Clay County, State of Indiana, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, described as follows:

Commencing at the Southwest Corner of said Quarter, Quarter Section; thence running North Fifty (50) rods; thence running East parallel with the South line of said Quarter Section 61 rods, more or less, to the West line of the Right of Way of the Central Indiana Rail Road Company (known as the Midland Rail Road); thence Southerly along and with the West line of said right of way Fifty (50) rods, or to the South line of said Quarter Section; thence running West with the South line of said Quarter Section, Sixty-one (61) rods, more or less, to the place of beginning, containing nineteen (19) acres, more or less.

Except therefrom the following described tract of land:

Beginning at a railroad spike located at the Southwest Corner of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, Second Principal Meridian. Thence North 00 degrees 00 minutes (00 seconds East-Assumed Bearing) on the West line of the Southwest Quarter of said Section, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet East); thence South 89 degrees 35 minutes 29 seconds East and parallel to the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to a 5/8" iron rod, Thirty (30) inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000 (Hereafter referred to as a 5/8" iron rod); thence South 00 degrees 00 minutes 00 seconds East parallel to the West line of said Southwest Quarter, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet North); thence North 89 degrees 35 minutes 29 seconds West on the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to the point of beginning. Containing 2.36 acres, more or less, in said Exception.

Containing in all after said exception, Sixteen and Sixty-four Hundredths (16.64) acres, more or less.

More commonly known as 83 East County Road 1300 North, Brazil, IN 47834.

200600005846
Filed for Record in
CLAY COUNTY, INDIANA
ANGELA J. MODESITT
12-07-2006 At 09:00 am.
QC DEED 18.00
DR Book 83 Page 1674 - 1675

(2006-0437.PFD/2006-0437/26)

DULY ENTERED FOR TAXATION
 SUBJECT TO FINAL
 ACCEPTANCE FOR TRANSFER
 THIS 1 DAY OF July 20 15
 Auditor Clay County
 By Joseph M. McInday

Instrument Book Page
 200500003054 DR 69 46

200500003054
 Filed for Record in
 CLAY COUNTY, INDIANA
 ANGELA J. MCDONALD
 07-01-2005 At 03:21 pm.
 WARR DEED 16.00
 DR Book 69 Page 46 - 47

WARRANTY DEED

THIS DEED WITNESSETH, that Norma G. Cress, as Trustee of "The Norma G. Cress Revocable Living Trust, dated the 5th day of November 1999" (Grantor), CONVEYS AND WARRANTS to Devin Cress and Melissa R. McIntire, as Joint Tenants and to the survivor of them, and not as tenants in common, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following described Real Estate in Clay County in the State of Indiana, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Eight (8), Township Thirteen (13) North, Range Six (6) West described as follows: Commencing at the Southwest Corner of said Quarter, Quarter Section; thence running North Fifty (50) rods; thence running East parallel with the south line of said quarter Section 61 rods, more or less, to the West line of the Right of Way of the Central Indiana Rail Road Company (known as the Midland Rail Road); thence Southerly along and with the West line of said right of way Fifty (50) rods, or to the South line of said Quarter Section; thence running West with the South line of said quarter Section, Sixty-one (61) rods, more or less, to the place of beginning, containing nineteen (19) acres, more or less.

Except therefrom the following described tract of land: Beginning at a railroad spike located at the Southwest Corner of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, Second Principal Meridian. Thence North (00 degrees 00 minutes 00 seconds East-Assumed Bearing) on the West line of the Southwest Quarter of said Section, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet East); thence South 89 degrees 35 minutes 29 seconds East and parallel to the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to a 5/8" iron rod, Thirty (30) inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000 (Hereafter referred to as a 5/8" iron rod); thence South 00 degrees 00 minutes 00 seconds East parallel to the West line of said Southwest Quarter, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet North); thence North 89 degrees 35 minutes 29 seconds West on the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to the point of beginning. Containing 2.36 acres, more or less, in said Exception.

Containing in all after said exception, Sixteen and Sixty-four Hundredths (16.64) acres, more or less.

The Grantor, its heirs, devisees, legatees, successors and/or assigns, do hereby reserve any and all mineral rights under and upon said real estate.

SUBJECT to any and all easements, subdivision plats, covenants, leases, conditions, rights, limitations, agreements, rights of way, liens, prohibitions, claims, grants and restrictions of record, and any enforcement of any local, county, state, or federal environmental, zoning, or other land use rules, regulations, or statutes, and all taxes, assessments and/or impact fees now a lien and to become a lien thereon, and rights of persons in possession and existing easements and other observable restrictions, conditions and limitations, and any other claim not of record.

The address of such real estate is commonly known as 83 East County Road 1300 North, Brazil, IN 47834.

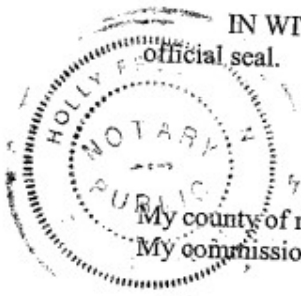
IN WITNESS WHEREOF, the said Grantor above named has hereunto set her hand and seal this 1st day of July, 2005.

Instrument 200500003054 OR Book 69 Page 47

Norma G. Cress, Trustee
Norma G. Cress, Trustee of the "Norma G. Cress Revocable Living Trust dated the 5th day of November, 1999"

STATE OF INDIANA)
) SS:
COUNTY OF Clay)

Before me, a Notary Public, in and for said County and State, this 1st day of July, 2005, personally appeared Norma G. Cress, Trustee of the "Norma G. Cress Revocable Living Trust dated the 5th day of November, 1999", GRANTOR in the above conveyance, who, having first been duly sworn upon oath according to law, stated that any representations contained therein are true and acknowledged the execution of the foregoing Deed to be her voluntary act and deed.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Holly A. Froderman
Notary Public
Holly A. Froderman
Printed name

My county of residence: Clay
My commission expires: 9/21/2007

Address for tax statements: 83 East County Road 1300 North, Brazil, IN 47834, c/o Devin Cress.

This instrument prepared by Keith Osburn, attorney at law, 8955 E. S.R. 32, Zionsville, IN 46077, at the specific request of CHM Title and Escrow based solely on information supplied by it and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by Grantor's execution and Grantee's acceptance of the instrument

200500003054
Filed for Record in
CLAY COUNTY, INDIANA
ANGELA J. MODESITT
07-01-2005 At 03:21 pm.
WARR DEED 16.00
OR Book 69 Page 46 - 47

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 9th DAY OF Nov, 1999
Auditor Clay County
By Wm E. Mitchell

199900005552
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M. DIERDORF
On 11-09-1999 At 09:41 am.
QC DEED 14.00
OR Book 8 Page 2410 - 2412

QUIT CLAIM DEED

Recording Fee \$_____, make check payable to Clay County Recorder.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO AND MAIL TAX STATEMENTS TO: Norma G. Cress, 13066 North Murphy Road, Brazil, Indiana 47834.

The undersigned declare that the documentary transfer tax is -0-. Exempt: not a sale, transfer to trustees.

THERE IS NO CONSIDERATION FOR THIS TRANSFER. THIS IS A TRANSFER TO A REVOCABLE TRUST OF WHICH THE GRANTOR IS BOTH THE GRANTOR AND THE BENEFICIARY. THEREFORE THIS TRANSFER IS EXCLUDED FROM THE CHANGE OF OWNERSHIP PROVISIONS.

Grantor; Norma G. Cress, hereby grants to;
Norma G. Cress, TRUSTEE,
The Norma G. Cress Revocable Living Trust,
Dated the 5th day of November, 1999.

the beneficiary of which is the Grantor,
the following described real property in the County of **CLAY**, State of **Indiana**:

See Attached Exhibit "A" hereto

Norma G. Cress, shall reserve a life estate as an individual in the described property.

THE TRUSTEE AND ANY SUCCESSOR TRUSTEE(S) SHALL HAVE FULL RIGHT TO SELL OR ENCUMBER THE PROPERTY DESCRIBED HEREIN.

Instrument Book Page
199900005552 OR 8 2410

Instrument Book Page
199900005552 OR 8 2411

EXHIBIT A

A part of the Southwest quarter of the Southwest Quarter of Section Eight (8) Township Thirteen (13) North, Range Six (6) West, described as follows: Commencing at the Southwest Corner of said Quarter, Quarter Section, thence running North Fifty (50) rods, thence running East parallel with the south line of said Quarter Section Sixty-one (61) rods, more or less, to the West line of the right of way of the Central Indiana Rail Road Compan (known as the Midland Railroad) thence Southerly along and with the West line of said right of way fifty (50) rods, or to the South line of said Quarter Section, thence running West with the South line of said Quarter Section Sixty-one (61) rods more or less to the place of beginning, containing (19) acres, more or less.

Instrument Book Page
199900005552 OR 8 2412

Dated this 5th day of November, 19 99.

Norma G. Cress
Norma G. Cress

Notary Statement and Seal of Quit Claim Deed of Norma G. Cress

STATE OF INDIANA)

: ss.

COUNTY OF CLAY)

On the 5th day of November, 19 99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Norma G. Cress**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

JAMES K. BOYLES
SEAL
Notary Public, State of Indiana
My Commission Expires Nov. 28, 2006
My Commission Expires Nov. 28, 2006

My County of Residence Hendricks

This instrument was prepared by Katie Jackel, Attorney at Law from information provided by the Grantor and the preparer makes no warranty as to title, legal description or about any other matter concerning the subject real estate.

199900005552
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M. DIERDORF
On 11-09-1999 At 09:41 am.
QC DEED 14.00
OR Book 8 Page 2410 - 2412

584

No. 3369

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Harry A. Yard and Imogene Yard, Husband and Wife of Clay County, in the State of Indiana CONVEY AND WARRANT to Nellie H. Frew of Clay County, in the State of Indiana for the sum of Five Hundred (\$500.00) Dollars, the receipt of which is hereby acknowledged, the following REAL ESTATE in Clay County, in the State of Indiana, to-wit:

Lot number twenty-nine (29) in Eckert's Third Addition to the town of Harmony.

Subject to the taxes for the year 1952 due and payable in 1953, which the grantees assume and agree to pay.

IN WITNESS WHEREOF, the said Harry A. Yard and Imogene Yard, Husband and Wife have hereunto set their hands and seals this 27th day of August, A.D. 1952.

Harry A. Yard (SEAL)
Harry A. Yard

Imogene Yard (SEAL)
Imogene Yard

STATE OF INDIANA, Clay COUNTY, ss:

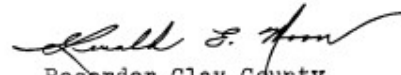
Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of August, 1952, personally appeared Harry A. Yard and Imogene Yard, husband and wife and acknowledged the execution of the annexed Deed.

WITNESS my hand and Notarial Seal.

Samuel C. McQueen Notary Public
Samuel C. McQueen

My commission expires 1-1-1953. (L.S.)

Duly entered for taxation Aug. 28, 1952, Walter E. Kriebel, Auditor.
I certify that the deed of which the above and foregoing is a true and complete copy, was stamped as provided by Act of Congress (\$.55) and received for record the 28th day of August, A.D. 1952 at 9:05 o'clock A.M. and duly recorded.


Recorder Clay County.

No. 3370

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Mike Goda and Nola M. Goda, Husband and wife of Vigo County, in the State of Indiana CONVEY AND WARRANT to James E. Cress and Norma G. Cress, husband and wife of Clay County, in the State of Indiana for the sum of Twenty-Three Hundred (\$2300.00) Dollars, the receipt of which is hereby acknowledged, the following REAL ESTATE in Clay County, in the State of Indiana, to-wit:

A part of the Southwest quarter of the Southwest quarter, of Section eight (8), Township thirteen (13) North, Range six (6) West, described as follows:-Commencing at the southwest corner of said quarter, quarter section, thence running north fifty (50) rods, thence running east parallel with the south line of said quarter section sixty-one (61) rods, more or less, to the west line of the right of way of the Central Indiana Rail Road Company (known as the Midland Rail Road) thence southerly along and with the west line of said right of way fifty (50) rods, or to the south line of said quarter section, thence running west with the south line of said quarter section, sixty-one (61) rods more or less, to the place of beginning, containing 19 acres, more or less.

Subject to the taxes for the year 1952 payable in 1953, which grantees assume.

IN WITNESS WHEREOF, the said Mike Goda and Nola M. Goda, husband and wife have hereunto set their hands and seals this 25 day of August, A.D. 1952.

Mike Goda (SEAL)
Mike Goda

Nola May Goda (SEAL)
Nola M. Goda

STATE OF INDIANA, Vigo COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 25 day of August, 1952, personally appeared Mike Goda and Nola M. Goda, husband and wife and acknowledged the execution of the annexed Deed.

WITNESS my hand and Notarial Seal.

Sophie Kenzor Notary Public
Sophie Kenzor

My commission expires Sept. 9, 1954. (L.S.)

Duly entered for taxation Aug. 28, 1952, Walter E. Kriebel, Auditor.
I certify that the deed of which the above and foregoing is a true and complete copy, was stamped as provided by Act of Congress (\$.75) and received for record the 28th day of August, A.D. 1952 at 9:10 o'clock A.M. and duly recorded.


Recorder Clay County.

Instrument 202000001900 Book OR 187 Page 2569



202000001900
Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
06/16/2020 12:10:33 PM
MTG 55.00
OR Book 187 Page 2569
Number of Pages: 15

After Recording Return To:
RIDDELL NATIONAL BANK
1 E. NATIONAL AVENUE
BRAZIL, INDIANA 47834
Loan Number: 1214-7627

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JUNE 10, 2020, together with all Riders to this document.

(B) "Borrower" is Devin E Cress and Melissa R Cress husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is RIDDELL NATIONAL BANK

Lender is a NATIONAL BANK organized
and existing under the laws of INDIANA
Lender's address is 1 E. NATIONAL AVENUE, BRAZIL, INDIANA 47834

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 10, 2020
The Note states that Borrower owes Lender ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100
Dollars (U.S. \$ 135,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2050

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) **"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.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of Clay :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.
A.P.N. : 11-01-08-300-003.001-016

which currently has the address of 83 E CO RD 1300 N

Brazil, Indiana 47834 ("Property Address"):
[City] [Street] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

Instrument	Book	Page
202000001900	OR 187	2572

obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater

or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient

to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay

the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

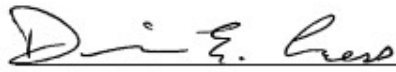
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted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

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

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202000001900	OR . 187	2581

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

 (Seal)
Devin E Cress -Borrower

 (Seal)
Melissa R Cress -Borrower

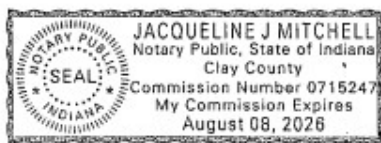
Witness

Witness

[Space Below This Line For Acknowledgment]

State of INDIANA SS:
County of Clay
Before me, Jacqueline J. Mitchell,
(name of Notary or other officer)
this 10th day of June, 2020, Devin E Cress AND Melissa R Cress
(name of signer)

acknowledged the execution of the annexed deed (or mortgage, as the case may be).



(SEAL)

Jacqueline J. Mitchell
(Notary's signature)

(Printed/typed name), Notary Public

My commission expires: _____

County of residence: _____

This instrument was prepared by: Anna Reinoehl for Riddell National Bank

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.

Anna Reinoehl
Signature of Preparer

Anna Reinoehl
Printed Name of Preparer

Loan Originator: Cindy S. Harris, NMLSR ID 607945
Loan Originator Organization: Riddell National Bank, NMLSR ID 525535

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EXHIBIT "A"
LEGAL DESCRIPTION

The following described real estate is located in Clay County, State of Indian, to-wit: A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 6 West, described as follows: Commencing at the Southwest Corner of said Quarter, Quarter Section; thence running North 50 rods; thence running East parallel with the South line of said Quarter Section 61 rods, more or less, to the West line of the Right of Way of the Central Indiana Rail Road Company (known as the Midland Rail Road); thence Southerly along and with the West line of said right of way 50 rods, or to the South line of said Quarter Section; thence running West with the South line of said Quarter Section, 61 rods, more or less, to the place of beginning, containing 19 acres, more or less.

Except therefrom the following described tract of land: Beginning at a railroad spike located at the Southwest Corner of Section 8, Township 13 North, Range 6 West, Second Principal Meridian. Thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) on the West line of the Southwest Quarter of said Section, 490.00 feet to a point (5/8" iron rod located 20 feet East); thence South 89 degrees 35 minutes 29 seconds East and parallel to the South line of said Southwest Quarter, 210.00 feet to a 5/8" iron rod, 30 inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000 (Hereafter referred to as a 5/8" iron rod); thence South 00 degrees 00 minutes 00 seconds East parallel to the West line of said Southwest Quarter, 490.00 feet to a point (5/8" iron rod located 20 feet North); thence North 89 degrees 35 minutes 29 seconds West on the South line of said Southwest Quarter, 210.00 feet to the point of beginning. Containing 2.36 acres, more or less, in said Exception.

Containing in all after said exception, 16.64 acres, more or less.

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DocId:8031451
Tx:4025001

202300001731

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
06/16/2023 10:33:00 AM
MTG 55.00
OR Book 216 Page 2153
Number of Pages: 15

After Recording Return To:
Indiana State University FCU
444 N. 3rd Street
Terre Haute, IN 47807

[Space Above This Line For Recording Data]

MORTGAGE

(OPEN-END CREDIT - THIS MORTGAGE SECURES FUTURE ADVANCES)

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 2, 3, 7, 8, 12, 15, 17, and 18. Certain rules regarding the usage of words used in this document are also provided in Section 13.

Parties

(A) "Borrower" is
Devin E Cress & Melissa R Cress husband and wife

currently residing at 83 E COUNTY ROAD 1300 N, BRAZIL, IN 47834-6853
Borrower is the mortgagor under this Security Instrument.

(B) "Lender" is Indiana State University Federal Credit Union.

Lender is a Credit Union

organized and existing under the laws of the United States of America.

Lender's address is 444 N. 3rd Street, Terra Haute, IN 47807.

Lender is the mortgagee under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

Documents

(C) "Agreement" means the Credit Line Account Variable Interest Rate Home Equity Secured Credit Agreement and Truth-in-Lending Disclosure dated June 8th, 2023 and signed by each Borrower who is legally obligated for the debt under that Agreement, 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 Agreement is a consumer revolving loan Agreement that states that Borrower may, from

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time to time, obtain advances not to exceed at any time, a MAXIMUM PRINCIPAL AMOUNT equal to the Maximum Credit Limit (as defined therein) of

Twenty Thousand

Dollars (U.S. \$ 20,000.00) plus interest. Each Borrower who signed the Agreement has promised to pay this debt in regular scheduled payments and to pay the debt in full not later than 6/28/2038

(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.

(E) **"Security Instrument"** means this document, which is dated 6/8/2023 , 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; or (iv) any action or proceeding described in Section 8(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 the following, if Lender requires at Loan closing or at any time during the Loan term that Borrower establish an escrow account (sometimes called an "impound account") in connection with the Loan (or Lender has agreed in writing with Borrower to establish such an account at Borrower's request) for the purpose of paying such items on Borrower's behalf: (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 4; and (iv) Community Association Dues, Fees, and Assessments, if any.

(M) **"Loan"** means the debt obligation evidenced by the Agreement, plus interest, any prepayment charges, costs, expenses, and late charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and/or interest under the Agreement, plus (ii) any amounts under Section 2.

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

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(Q) **"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.

(R) **"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.

(S) **"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 Agreement and/or this Security Instrument.

(T) **"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 Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower mortgages, grants, and conveys to Lender the following described property located in the

County of CLAY
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 'A'

which currently has the address of 83 E COUNTY ROAD 1300 N

BRAZIL, Indiana 47834-6853
[City] [Zip Code] [Street] ("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

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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.

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 Agreement, and any other amounts due under this Security Instrument. Payments due under the Agreement and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement 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 Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12.

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 Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Funds For Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Agreement, until the Agreement 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 2.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may elect to waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items and 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, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 6 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 6.

Unless prohibited by Applicable Law, If Lender has elected to waive this obligation, Lender may subsequently require that Borrower resume making payments pursuant to this Section 2 as to any or all Escrow Items at any time by giving a notice in accordance with Section 12; upon such election by Lender, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 2.

(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.

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(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.

3. 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 2.

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.

4. 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 4(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 4 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the rate payable under the Agreement 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, and Borrower further agrees

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to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding loan balance. 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, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding loan balance.

(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, in accordance with Applicable Law, 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.

(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 19 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 Agreement 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 4(d)) or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due, in accordance with Applicable Law.

5. 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 4 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

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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.

6. 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 6, 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 6.

(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 6(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 6 will become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement 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. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease.

7. 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. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until: (i) Lender has given Borrower notice of Default pursuant to Section 19; and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 7 constitutes an absolute assignment and not an assignment for additional security only.

(b) **Notice of Default.** If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee

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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 6.

(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 7 will terminate when all the sums secured by this Security Instrument are paid in full.

8. 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, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

(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, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

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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 prohibited by Applicable Law, or 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. 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 first to interest and then to principal due under the Agreement. If all outstanding Periodic Payments then due are paid in full, any remaining Miscellaneous Proceeds will be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under this Agreement and this Security Instrument are paid in full, any remaining Miscellaneous Proceeds may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Agreement.

9. 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.

10. 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 Agreement: (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 and any available homestead exemptions, unless prohibited by Applicable Law; (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 Agreement or this Security Instrument; and (e) agrees that Lender

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and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Agreement 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 15, 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.

11. 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 Agreement 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 Agreement). 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.

12. 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 12 (c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 12 (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

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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.

13. 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 Agreement conflicts with Applicable Law: (a) such conflict will not affect other provisions of this Security Instrument or the Agreement that can be given effect without the conflicting provision; and (b) 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: (aa) words in the singular will mean and include the plural and vice versa; (bb) the word "may" gives sole discretion without any obligation to take any action; (cc) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (dd) 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.

14. Borrower's Copy. One Borrower will be given one copy of the Agreement and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 15 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 12 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;

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(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.

16. 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 15.

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 Agreement as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Agreement; (cc) pay all expenses incurred in enforcing this Security Instrument or the Agreement, 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 Agreement; 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 Agreement, and Borrower's obligation to pay the sums secured by this Security Instrument or the Agreement, 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.

17. Hazardous Substances.

(a) Definitions. As used in this Section 17: (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.

18. Electronic Agreement Signed with Borrower's Electronic Signature. If the Agreement 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 Agreement using an Electronic

Page 12 of 14

Instrument	Book	Page
202300001731	OR 216	2165

Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Agreement with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Agreement using Borrower's Electronic Signature; (c) understood that by signing the electronic Agreement using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Agreement in accordance with its terms; and (d) signed the electronic Agreement with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Agreement in accordance with its terms.

19. 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 15 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 19, 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.

20. Release. Upon payment of all sums secured by this Security Instrument and termination of any ability of Borrower to obtain further advances under the Agreement, 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.

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

22. 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 Agreement.

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.


 Devin E Cress (Seal)
 -Borrower


 Melissa R Cress (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

Instrument	Book	Page
202300001731	OR 216	2166

STATE OF INDIANA, Vigo

County ss:

On this 8th day of June 2023, before me, the undersigned, a Notary Public in and for said County, personally appeared Devin E Cress and Melissa R Cress

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.


Alison Lyn Lewis
Notary Public

My Commission expires: 10/18/2023

County of Residence: Vigo



Nick Pell
444 N 3rd St
This instrument was prepared by Terre Haute, Terre Haute 47807

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.



Nick Pell
Printed Name

Copyright Oak Tree Business Systems, Inc., 1992-2022. All Rights Reserved.
OTBS 093 IN (2/22)
OTBS (2/22)

Page 14 of 14

Instrument	Book	Page
202300001731	OR 216	2167

EXHIBIT A

Legal Description:

Real Estate located in CLAY County, State of Indiana, and more particularly described as follows, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, described as follows:
Commencing at the Southwest Corner of said Quarter, Quarter Section; thence running North Fifty (50) rods; thence running East parallel with the South line of said Quarter Section 61 rods, more or less, to the West line of the Right of Way of the Central Indiana Rail Road Company (known as the Midland Rail Road); thence Southerly along and with the West line of said right of way Fifty (50) rods, or to the South line of said Quarter Section; thence running West with the South line of said Quarter Section, Sixty-one (61) rods, more or less, to the place of beginning, containing nineteen (19) acres, more or less.

Except therefrom the following described tract of land:
Beginning at a railroad spike located at the Southwest Corner of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, Second Principal Meridian. Thence North 00 degrees 00 minutes (00 seconds East-Assumed Bearing) on the West line of the Southwest Quarter of said Section, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet East); thence South 89 degrees 35 minutes 29 seconds East and parallel to the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to a 5/8" iron rod, Thirty (30) inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000 (Hereafter referred to as a 5/8" iron rod); thence South 00 degrees 00 minutes 00 seconds East parallel to the West line of said Southwest Quarter, Four Hundred Ninety and Zero Hundredths (490.00) feet to a point (5/8" iron rod located 20 feet North); thence North 89 degrees 35 minutes 29 seconds West on the South line of said Southwest Quarter, Two Hundred Ten and Zero Hundredths (210.00) feet to the point of beginning. Containing 2.36 acres, more or less, in said Exception.

Containing in all after said exception, Sixteen and Sixty-four Hundredths (16.64) acres, more or less.

AFTER RECORDING RETURN TO ...
PA. HANDLE EASTERN PIPE LINE CO.
UNDERGROUND STORAGE DIVISIONS
1627 E. MAIN ST., PLAINFIELD, INDIANA

0-2-90010

P-6

2449

9-2 9/68

AGREEMENT

AGREEMENT made this 25th day of July,
196 6, by and between James E. Cress and Norma G. Cress, his wife,
hereinafter called "Lessor" and Panhandle Eastern Pipe Line Company, a corporation, hereinafter called "Lessee",
affecting and concerning the following described land, hereinafter called "Leased Premises", located in the County of
Clay, State of Indiana, to-wit:

A part of the southwest quarter of the Southwest quarter, of Section 8-13N-6W, described as follows: Commencing at the Southwest corner of said quarter, quarter section, th. running north fifty (50) rods, th. running east parallel with the south line of said quarter section sixty-one (61) rods, more or less, to the west line of the right of way of the Central Indiana Rail Road Company (known as the Midland Rail Road) th. southerly along and with the west line of said right of way fifty (50) rods, or to the south line of said quarter section, sixty-one (61) rods more or less, to the place of beginning, containing 19 acres, more or less.

WITNESSETH: That for and in consideration of Five and no/100 - - - - - Dollars,
in hand paid by Lessee to Lessor, receipt of which is acknowledged, and the agreements hereof, Lessor grants and the parties agree as follows:

1. Lessee shall pay or tender Three Hundred and no/100 - - - - - Dollars for each well drilled or opened on the Leased Premises and used for the injection, withdrawal, or observation of gas injected for underground gas storage, and upon such payment or tender, Lessee shall have the right to select and exclusively occupy and fence a reasonable area at each said well.

2. In Illinois and Indiana the Devonian geological system is a recognized oil and gas strata, and Lessee shall adequately test the Devonian prior to utilization of the same for underground storage of gas. Lessee shall have the exclusive right to store gas in and to recover storage gas from any and all subsurface formations.

3. Lessee shall pay or tender One and no/100 - - - - - Dollars per linear rod for all pipe lines laid on the Leased Premises, except pipe lines used for oil and gas produced solely from Lessor's land. Lessee shall have the right to lay, construct, operate, and maintain a pipe line and from time to time additional pipe lines at any point on the Leased Premises, but all pipe lines shall be buried below plow depth and not closer than 50 feet to any building on the Leased Premises at the time the line is laid.

4. Lessee shall have the right to construct and maintain roadways on the Leased Premises and shall pay or tender Three and no/100 - - - - - Dollars per linear rod for such roadways at the time any such roadway is constructed. Lessee may use without charge existing lanes and drives, but if such use is so made, Lessee shall repair all damages thereto resulting from its use.

5. If Lessee's use of a Well Site Tract or roadway is not temporary, Lessee shall, on written request, fence any Well Site Tract or install a fence gate or cattle guard at each point, such roadway intersects a fence of Lessor.

6. The depository bank designated in paragraph numbered 5 of Oil and Gas Lease dated February 10, 1962, from James E. Cress and Norma G. Cress, his wife, to Panhandle Eastern Pipe Line Company, recorded in Book 48, page 491, in the Recorder's Office of Clay County, Indiana, and affecting the Leased Premises, is hereby designated as depository for all sums payable under the terms of this Agreement and all sums payable under the terms of said Lease. Any and all payments may be tendered or paid to Lessor or paid to the depository bank for Lessor's credit.

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7. This Agreement shall inure to and be binding upon the parties, their heirs, successors and assigns, and shall remain in force as long as the Oil and Gas Lease described in paragraph 6 hereof shall be in effect on any part of the Leased Premises. The payments provided for herein shall not change the payments provided for in said Lease, and the grant of the rights herein provided for shall not imply the lack of grants in the Lease. Any assignment of this Agreement by Lessee shall be only in conjunction with the assignment of said Lease or an interest therein.

EXECUTED as of the day and year first above written.

James E. Cress
James E. Cress
Norma G. Cress
Norma G. Cress



ATTEST:
Wm. L. Robertson
Assistant Secretary
Wm. L. Robertson

PANHANDLE EASTERN PIPE LINE COMPANY
By H. D. Henderson
H. D. Henderson Vice-President

STATE OF Indiana)
COUNTY OF Clay) SS.

Be it remembered that on this 25th day of July, 19 66, before me a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally appeared James E. Cress and Norma G. Cress, his wife, and several-ly acknowledged the execution of the annexed instrument of writing.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

May Trump
MAY TRUMP Notary Public

My Commission expires: April 12, 1970



STATE OF Texas)
COUNTY OF Harris) SS.

I, Louise W. Gravelle, a Notary Public in and for the state and county aforesaid, hereby certify that on this 29th day of August, 19 66, the foregoing Agreement was produced before me by the parties, personally known to me, and acknowledged by H. D. Henderson, Vice-President of Panhandle Eastern Pipe Line Company, to be the act and deed of Panhandle Eastern Pipe Line Company, and the said H. D. Henderson, by me being duly sworn, did say that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Louise W. Gravelle
Notary Public
LOUISE W. GRAVELLE
Notary Public, In and for Harris County, Texas
My Commission Expires June 1, 1967

My Commission expires: June 1, 1967

This instrument was prepared by: C. A. CONOLEY

RECEIVED FOR RECORD
this 31st day of Sept. 1966
at 10:05 o'clock A. M.
and recorded in Miss.
Record No. 52 pg. 343

Biccie R. McCallum
RECORDER CLAY COUNTY

107

EXHIBIT "A"
Attached To And Made A Part Of That
Certain Declaration Of Exercise Of Storage Rights
Dated March 22, 1973 Made By Parhandle Eastern Pipe Line Company

LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	RECORDED BOOK	PAGE	DESCRIPTION
9-2-90003	Jacob A. Pell and Lottie M. Pell, his wife	R. E. Sole	2- 7-62	49- 48	67- 529	997 All that part of the Northwest Quarter (NW 1/4) of Section 3-13N-6W lying North of Cincinnati, Cleveland, Chicago and St. Louis Railroad AND all of the Northeast Quarter (NE 1/4) lying North of Cincinnati, Cleveland, Chicago and St. Louis Railroad, Except 6 acres in Southeast Corner known as the Calcutta Cemetery, of Section 4-13N-6W.
9-2-90007	William L. Price, Sr. and Lola E. Price, his wife	Scott B. Westbrook	2- 8-62	48	485	998 The West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section 17, Township 13 North, Range 6 West.
9-2-90008	Aaron W. Loveall and Fern L. Loveall, his wife	R. E. Sole	2- 9-62	48	487	999 Beginning at the Southwest Corner of the Northwest Quarter (SW Cor. NW 1/4) of Section 7; thence East 23.75 chains; thence North 20 chains, thence West 23.75 chains; thence South 20 chains to place of beginning; Except beginning at a point on the half section line 23.75 chains East of the Southwest Corner of the Northwest Quarter (SW Cor. NW 1/4) of Section 7; thence North 10 rods; thence West parallel with the half section line 16 rods; thence South 10 rods; thence East along the half section line 16 rods to the place of beginning, all in Township 13 North, Range 6 West.
9-2-90009	Lester L. Martin and Marietta Martin, his wife	R. E. Sole	2- 9-62	48	489	1000 The Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 8, Township 13 North, Range 6 West.
9-2-90010	James E. Cress and Norma G. Cress, his wife	Scott Westbrook	2-10-62	48	491	1001 A part of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 8, Township 13 North, Range 6 West, described as follows: Commencing at the Southwest corner of said quarter, quarter section, thence running North 50 rods; thence running east parallel with the South line of said quarter section 61 rods; more or less, to the West line of the right of way of the Central Indiana Rail Road Company (known as the Midland Rail Road) thence Southerly along and with the West line of said right of way 50 rods, or to the South line of said quarter section, 61 rods more or less, to the place of beginning, containing 19 acres, more or less.

FILED

NOV 09 1999

STATE OF INDIANA)
) SS:
COUNTY OF CLAY)

**AFFIDAVIT OF SURVIVORSHIP**

Norma G. Cress, being of legal age, and duly sworn on his oath, deposes and says:

FIRST: That Norma G. Cress is the owner in fee simple title of the following described real estate located in Clay County, Indiana, to-wit:

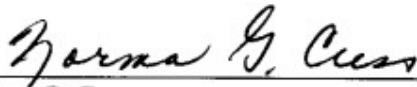
See Exhibit "A" attached hereto.

SECOND: Affiant fully swears that Norma G. Cress and James E. Cress, now deceased, were husband and wife at the time they acquired title to real estate until the death of James E. Cress on June 26, 1993, at which time this affiant acquired title to said real estate as a surviving tenant by the entireties.

THIRD: There has not been any administration upon the estate of the said James E. Cress, deceased, nor is any administration contemplated.

FOURTH: The estate of said James E. Cress was not subject to any Federal Estate Tax.

FIFTH: Affiant makes this affidavit for the purpose of causing the proper transfer of the real estate in the offices of the Auditor and Recorder of Clay County, Indiana.



Norma G. Cress

199900005551
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M. DIERDORF
On 11-09-1999 At 09:41 am.
AFFADAVIT 13.00
OR Book 8 Page 2407 - 2409

Instrument	Book	Page
199900005551 OR	8	2407

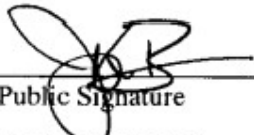
Instrument Book Page
199900005551 OR 8 2408

STATE OF INDIANA)
) SS:
COUNTY OF CLAY)

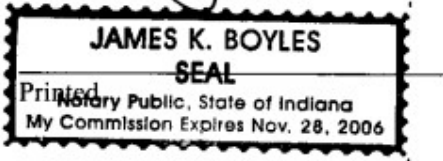
NOTARY STATEMENT
OF AFFIDAVIT OF SURVIVORSHIP

On the 5th day of November, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared **Norma G. Cress**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name are subscribed to the within instrument, and sworn to me in and for the said County, and executed the same.

WITNESS my hand and official seal.



Notary Public Signature



My Commission Expires:
____/____/____

My County of Residence:
Hendricks

This Instrument Prepared By: Katie E. Jackel, Attorney at Law, Indianapolis, Indiana

Instrument Book Page
199900005551 OR 8 2409

EXHIBIT A

A part of the Southwest quarter of the Southwest Quarter of Section Eight (8) Township Thirteen (13) North, Range Six (6) West, described as follows: Commencing at the Southwest Corner of said Quarter, Quarter Section, thence running North Fifty (50) rods, thence running East parallel with the south line of said Quarter Section Sixty-one (61) rods, more or less, to the West line of the right of way of the Central Indiana Rail Road Compan (known as the Midland Railroad) thence Southerly along and with the West line of said right of way fifty (50) rods, or to the South line of said Quarter Section, thence running West with the South line of said Quarter Section Sixty-one (61) rods more or less to the place of beginning, containing (17) acres, more or less.

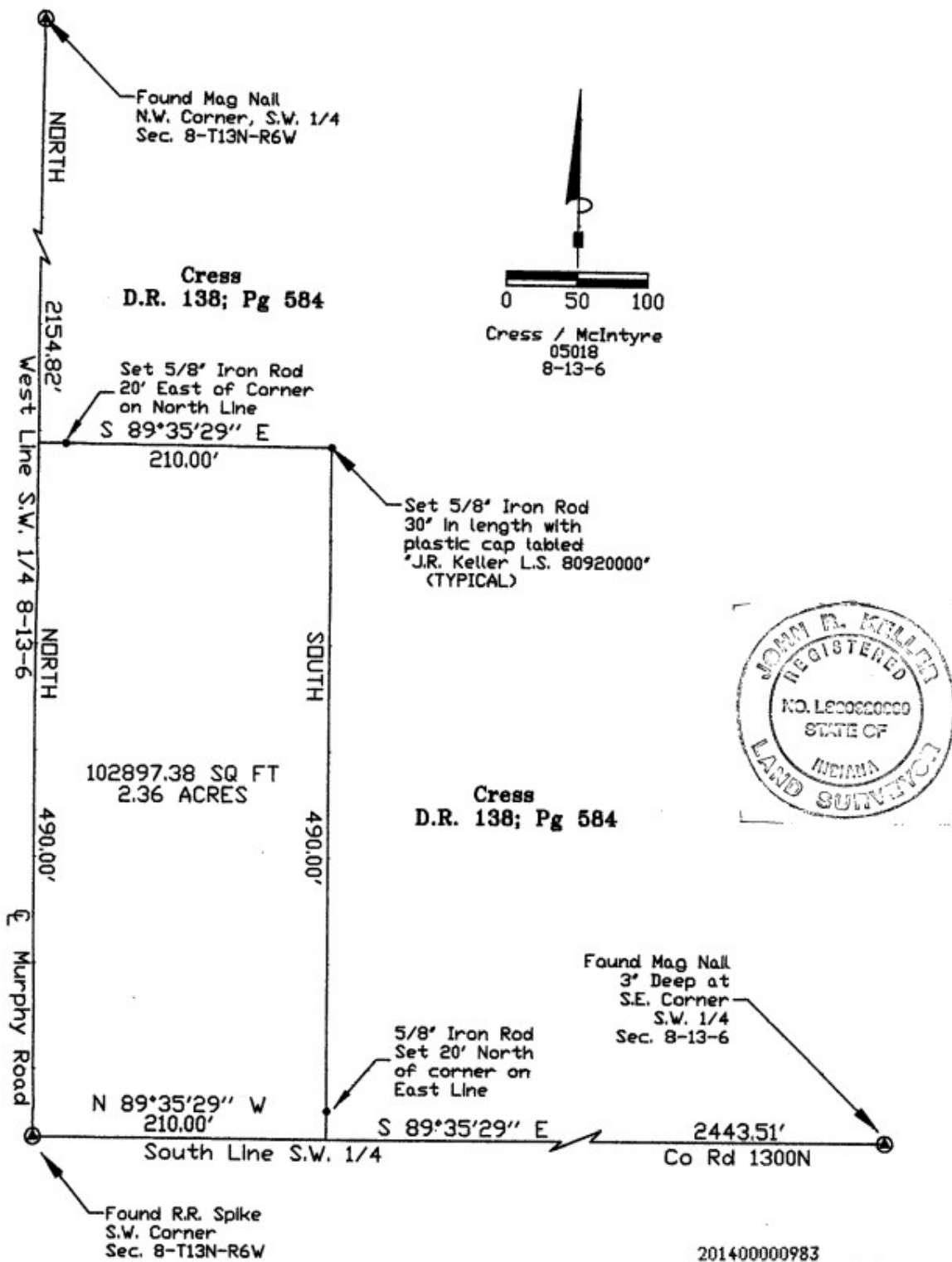
199900005551
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M. DIERDORF
On 11-09-1999 At 09:41 am.
AFFIDAVIT 13.00
OR Book 8 Page 2407 - 2409



Keller Surveying Services

P.O. Box 10255, Terre Haute IN 47801
(812) 299-3348; FAX (812) 299-3435

Instrument 20140000983 OR Book Page 144 426



NORMA CRESS

20140000983
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M DIERDORF, COUNTY RECORDER
04-02-2014 At 01:18 pm.
SURVEY 15.00
OR Book 144 Page 426 - 428



Keller Surveying Services

P.O. Box 10255, Terre Haute IN 47801
(812) 299-3348; FAX (812) 299-3435

LEGAL DESCRIPTION

Part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, Second Principal Meridian (2nd P.M.), Van Buren Township, Clay County, Indiana. Also being a portion of a certain parcel of land owned by Norma G. Cress as described in Deed Record 138, Page 584 as found in the records of the Recorder of Clay County, Indiana. more particularly described as follows, to-wit:

Beginning at a railroad spike located at the Southwest Corner of Section Eight (8), Township Thirteen (13) North, Range Six (6) West, 2nd P.M. Thence NORTH (N 00 00'00" E - Assumed Bearing) on the West line of the Southwest Quarter of said section, Four Hundred Ninety and Zero hundredths (490.00) feet to a point (5/8" iron rod located 20 feet East); thence South Eighty-nine degrees, Thirty-five minutes, Twenty-nine seconds East (S 89 35'29" E) and parallel to the South line of said Southwest Quarter, Two Hundred Ten and Zero hundredths (210.00) feet to a 5/8" iron rod, Thirty (30) inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000" (Hereafter referred to as a 5/8" iron rod); thence SOUTH (S 00 00'00" E) parallel to the West line of said Southwest Quarter, Four Hundred Ninety and Zero hundredths (490.00) feet to a point (5/8" iron rod located 20 feet North); thence North Eighty-nine degrees, Thirty-five minutes, Twenty-nine seconds West (S 89 35'29" W) on the South line of said Southwest Quarter, Two Hundred Ten and Zero hundredths (210.00) feet to the point of beginning. Containing 2.36 acres more or less. Subject to County Road right of way off of the entire South and West sides thereof. Also subject to any other grants, easements, right of way or restriction of record which might affect the title to the subject real estate.

Surveyors Report

In accordance with 865 IAC 1-12-12 of the Indiana Administrative Code, the following observations are submitted regarding the various uncertainties in the locations of lines and corners established on this survey as a result of :

- a) Variances in the referenced corners;
- b) Discrepancies in record descriptions or plats;
- c) Inconsistencies in lines of occupation;
- d) Random Errors on Measurement (Theoretical Uncertainty).

Note: There may be unwritten rights associated with these uncertainties.

There was no investigation or independent title search conducted for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any facts that an accurate and current title search may disclose.

All referenced corners were found as shown in the section corner ties available at the Clay County Surveyor's Office. These include: 1) Mag Nail found at the N.W. Corner of the S.W. 1/4 of Section 8-13-6; 2) Railroad Spike located at the S.W. Corner of Section 8-13-6; 3) Mag Nail located at the S.E. Corner of the S.W. 1/4 of 8-13-6.

This newly created tract is located entirely within the parent parcel. Therefore there are no possible discrepancies in record description regarding common boundary lines or lines of possession or occupation.

This survey is based upon best available evidence obtained at the time of this survey. I have no knowledge of the origin of the found Mag Nails or Railroad Spike accepted as the referenced corners or as to their position relative to the original government corner. I believe there to be an average uncertainty of +/- 2.00 feet in any section corner not marked by the original marker.

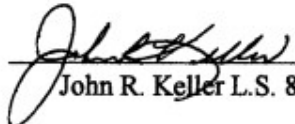


Keller Surveying Services

P.O. Box 10255, Terre Haute IN 47801
(812) 299-3348; FAX (812) 299-3435

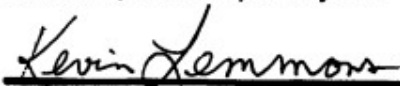
NOTE: It is not true that when a surveyor sets a stake, that it automatically marks a property line. Actually, a surveyor marks a corner from a written description of the property. That corner will control only if no conflicts are discovered. The Surveyor has no authority to resolve conflicts. Only the courts with the proper jurisdiction have the authority to resolve conflicts and ultimately establish the boundary lines of a piece of property. — Indiana Society of Professional Land Surveyor's (Standards of Practice)

I, John R. Keller, do hereby certify that I am a Professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that on the 21st day of April 2005, I did complete a survey of the real estate described herein which was to the best of my knowledge and belief executed according to the survey requirements contained in IAC 865 1-12 (rule 12); that all markers shown and or described actually exist; their size, location and type of material are accurately described. Measurements were taken with a Sokkia Set 300 total station, 30mm reflective prisms, and a 165' steel tape. Corrections were made for temperature and atmospheric conditions. This survey meets or exceeds the specifications of a Class "C" survey as defined in 865 IAC 1-12-7. Certified this 25th day of May, 2005.


John R. Keller L.S. 80920000



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.


KEVIN LEMMONS

201400000983
Filed for Record in
CLAY COUNTY, INDIANA
JOSEPH M DIERDORF, COUNTY RECORDER
04-02-2014 At 01:18 pm.
SURVEY 15.00
OR Book 144 Page 426 - 428

DULY ENTERED FOR TAXATION
 SUBJECT TO FINAL
 ACCEPTANCE FOR TRANSFER
 THIS 4 DAY OF Oct 2015
 Auditor Clay County
 By Jennifer McHale

Instrument Book Page
 201500003104 OR 153 2458

STATE OF INDIANA)
) SS:
 COUNTY OF Clay)

AFFIDAVIT OF SURVIVORSHIP

Devin E. Cress, being first duly sworn upon his oath says:

1. I am the grandson of Norma G. Cress, who died on February 14, 2012.
2. Norma G. Cress had a life estate in real estate owned by Devin E. Cress and Melissa R. Cress, husband and wife. The real estate is located in Clay County, Indiana, and is more particularly described as follows:

Parcel No. 11-01-08-300-003.001-016

The following described real estate is located in Clay County, State of Indian, to-wit: A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 6 West, described as follows: Commencing at the Southwest Corner of said Quarter, Quarter Section; thence running North 50 rods; thence running East parallel with the South line of said Quarter Section 61 rods, more or less, to the West line of the Right of Way of the Central Indiana Rail Road Company (known as the Midland Rail Road); thence Southerly along and with the West line of said right of way 50 rods, or to the South line of said Quarter Section; thence running West with the South line of said Quarter Section, 61 rods, more or less, to the place of beginning, containing 19 acres, more or less.

Except therefrom the following described tract of land: Beginning at a railroad spike located at the Southwest Corner of Section 8, Township 13 North, Range 6 West, Second Principal Meridian. Thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) on the West line of the Southwest Quarter of said Section, 490.00 feet to a point (5/8" iron rod located 20 feet East); thence South 89 degrees 35 minutes 29 seconds East and parallel to the South line of said Southwest Quarter, 210.00 feet to a 5/8" iron rod, 30 inches in length with a plastic cap labeled "J.R. Keller L.S. 80920000 (Hereafter referred to as a 5/8" iron rod); thence South 00 degrees 00 minutes 00 seconds East parallel to the West line of said Southwest Quarter, 490.00 feet to a point (5/8" iron rod located 20 feet North); thence North 89 degrees 35 minutes 29 seconds West on the South line of said Southwest Quarter, 210.00 feet to the point of beginning. Containing 2.36 acres, more or less, in said Exception.

Containing in all after said exception, 16.64 acres, more or less.

3. This Affidavit of Survivorship is made for the purpose of extinguishing the life estate of Norma G. Cress in the above described real estate.
4. Tax statement address: 83 E Co Rd 1300 N, Brazil, IN 47834

Further Affiant sayeth naught.

Devin E. Cress
 Devin E. Cress

201500003104
 Filed for Record in
 CLAY COUNTY, INDIANA
 JOSEPH M DIERDORF
 10-06-2015 At 03:07 pm.
 AFFIDAVIT 13.00
 OR Book 153 Page 2458 - 2459

4/26/2025, 4:31 AM

Instrument
202300000161

Book
OR 213

Page
1884



DocId:8029265
Tx:4023327

202300000161

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
01/17/2023 11:00:02 AM
ESMT 25.00
OR Book 213 Page 1884
Number of Pages: 5

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Jacqueline Mourning
1000 East Main Street
Mail Code: WP989
Plainfield, IN 46168

Parcel # 11-01-08-300-003.001-016

EASEMENT

State of Indiana

County of Clay

THIS EASEMENT ("Easement") is made this 16 day of December 20 22, from
DEVIN E. CRESS and MELISSA R. CRESS ("Grantor", whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 8, Township 13 North, Range 6 West, Clay County, State of Indiana; being a part of a tract as recorded in Official Record 83, Page 1674 (a/k/a Instrument #200600005846), in the Office of the Recorder of Clay County, Indiana ("Property").

For Grantee's Internal Use:
Work Order #: 44615105

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The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty-two feet (32') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the

For Grantee's Internal Use:
Work Order #: 44615105

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rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

For Grantee's Internal Use:
Work Order #: 44615105

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IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 16 day of December, 20 22.

Devin E. Cress
DEVIN E. CRESS

Melissa R. Cress
MELISSA R. CRESS

STATE OF Indiana)
COUNTY OF Clay) ss:

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 14 day of December, 20 22 by DEVIN E. CRESS and MELISSA R. CRESS.

WITNESS my hand and official seal dated Dec 16, 2022.

SEAL:



Signed: Jacqueline J. Mitchell
Printed or Typed Name: _____
Commission Expires: _____
My County of Residence: _____
My Commission Number: _____

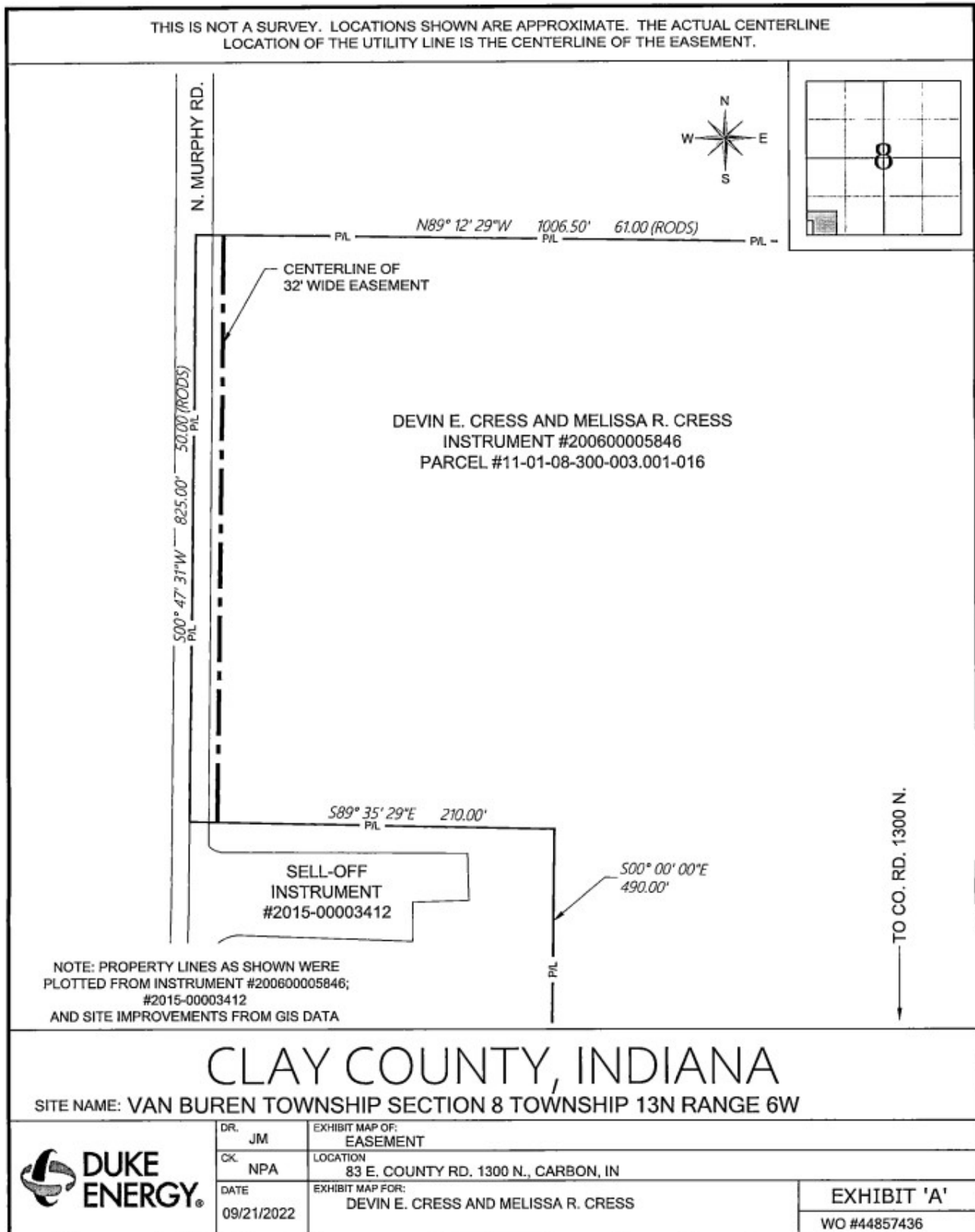
This instrument prepared by Ariane Johnson, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

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

For Grantee's Internal Use:
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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
06/16/2023	06/08/2023	202300001731	MORTGAGE	CRESS DEVIN E		GRANTOR
01/17/2023	12/16/2022	202300000161	EASEMENT	CRESS DEVIN E		GRANTOR
07/01/2020	07/01/2020	202000002143	RELEASE	CRESS DEVIN E		GRANTEE
06/16/2020	06/10/2020	202000001900	MORTGAGE	CRESS DEVIN E		GRANTOR
10/27/2015	10/20/2015	201500003322	RELEASE	CRESS DEVIN E		GRANTEE
10/27/2015	10/20/2015	201500003321	RELEASE	CRESS DEVIN E		GRANTEE
10/06/2015	10/01/2015	201500003105	MORTGAGE	CRESS DEVIN E		GRANTOR
10/06/2015	10/01/2015	201500003104	AFFIDAVI...	CRESS DEVIN E		GRANTEE
10/03/2011	09/22/2011	201100003187	RELEASE	CRESS DEVIN E		GRANTEE
09/28/2011	09/13/2011	201100003147	MORTGAGE	CRESS DEVIN E		GRANTOR
09/28/2011	09/13/2011	201100003146	MORTGAGE	CRESS DEVIN E		GRANTOR
01/23/2007	01/22/2007	200700000293	RELEASE	CRESS DEVIN		GRANTEE
12/07/2006	12/01/2006	200600005847	MORTGAGE	CRESS DEVIN E		GRANTOR
12/07/2006	12/01/2005	200600005846	QUIT CLA...	CRESS DEVIN		GRANTOR
12/07/2006	12/01/2005	200600005846	QUIT CLA...	CRESS DEVIN E		GRANTEE



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
08/22/2005	08/10/2005	200500003872	MORTGAGE	CRESS DEVIN		GRANTOR
07/01/2005	07/01/2005	200500003054	WARRANTY...	CRESS DEVIN		GRANTEE



Criteria: Party Name = CRESS MELISSA

Last Indexed Date: 04/24/2025

Last Verified Date: 04/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
06/16/2023	06/08/2023	202300001731	MORTGAGE	CRESS MELISSA R		GRANTOR
01/17/2023	12/16/2022	202300000161	EASEMENT	CRESS MELISSA R		GRANTOR
07/01/2020	07/01/2020	202000002143	RELEASE	CRESS MELISSA R		GRANTEE
06/16/2020	06/10/2020	202000001900	MORTGAGE	CRESS MELISSA R		GRANTOR
10/27/2015	10/20/2015	201500003322	RELEASE	CRESS MELISSA R		GRANTEE
10/06/2015	10/01/2015	201500003105	MORTGAGE	CRESS MELISSA R		GRANTOR
10/06/2015	10/01/2015	201500003104	AFFIDAVI...	CRESS MELISSA R		GRANTEE
10/03/2011	09/22/2011	201100003187	RELEASE	CRESS MELISSA R		GRANTEE
09/28/2011	09/13/2011	201100003147	MORTGAGE	CRESS MELISSA R		GRANTOR
09/28/2011	09/13/2011	201100003146	MORTGAGE	CRESS MELISSA R		GRANTOR
12/07/2006	12/01/2006	200600005847	MORTGAGE	CRESS MELISSA R		GRANTOR
12/07/2006	12/01/2005	200600005846	QUIT CLA...	CRESS MELISSA R		GRANTEE
12/07/2006	12/01/2005	200600005846	QUIT CLA...	CRESS MELISSA R MCIN...		GRANTOR

Results found: 13

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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
10/06/2015	10/01/2015	201500003104	AFFIDAVI...	CRESS NORMA G ESTATE		GRANTOR
05/13/2014	05/07/2014	201400001388	TRUSTEES...	CRESS NORMA G REVOCA...		GRANTOR
04/02/2014	05/25/2005	201400000983	SURVEY	CRESS NORMA		GRANTEE
07/01/2005	07/01/2005	200500003054	WARRANTY...	CRESS NORMA G REV LI...		GRANTOR
07/01/2005	07/01/2005	200500003054	WARRANTY...	CRESS NORMA TRUSTEE		GRANTOR
11/09/1999	11/05/1999	199900005552	QUIT CLA...	CRESS NORMA G		GRANTOR
11/09/1999	11/05/1999	199900005552	QUIT CLA...	CRESS NORMA G REV L ...		GRANTEE
11/09/1999	11/05/1999	199900005552	QUIT CLA...	CRESS NORMA G TRUSTE...		GRANTEE
11/09/1999	11/05/1999	199900005551	AFFIDAVI...	CRESS NORMA G		GRANTOR
12/21/1993	12/21/1993	199300005051	UCC FIXT...	CRESS NORMA G		GRANTOR
11/22/1989	11/21/1989	198900003663	ASSIGNME...	CRESS NORMA G		GRANTOR
08/09/1989	08/09/1989	198900002368	ASSIGNME...	CRESS NORMA G		GRANTOR
12/07/1988	10/07/1980	198800003571	ASSIGNME...	CRESS NORMA G		GRANTOR
04/04/1973	03/22/1973	197300001001	DECLARAT...	CRESS NORMA G		GRANTEE
09/21/1966	07/25/1966	196600002449	AGREEMEN...	CRESS NORMA G		GRANTOR



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
02/11/1965	06/27/1963	196500000341	WARRANTY...	CRESS NORMA G		GRANTOR
04/08/1963	04/01/1963	196300001169	DECLARAT...	CRESS NORMA G		GRANTEE
06/15/1962	02/10/1962	196200001919	LEASE	CRESS NORMA G		GRANTOR
01/06/1959	12/22/1958	195900000038	WARRANTY...	CRESS NORMA G		GRANTEE
08/28/1952	08/25/1952	195200003370	WARRANTY...	CRESS NORMA G		GRANTEE
03/05/1951	03/05/1951	195100000695	WARRANTY...	CRESS NORMA G TRUSTE...		GRANTOR
03/05/1951	03/05/1951	195100000694	WARRANTY...	CRESS NORMA G TRUSTE...		GRANTEE
02/17/1949	02/17/1949	194900000482	WARRANTY...	CRESS NORMA TRUSTEE		GRANTOR
02/17/1949	02/17/1949	194900000481	WARRANTY...	CRESS NORMA TRUSTEE		GRANTEE
01/27/1949	01/11/1949	194900000272	WARRANTY...	CRESS NORMA TRUSTEE		GRANTOR
01/27/1949	01/11/1949	194900000271	WARRANTY...	CRESS NORMA TRUSTEE		GRANTEE



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
01/23/2007	01/22/2007	200700000293	RELEASE	MCINTIRE MELISSA R		GRANTEE
08/22/2005	08/10/2005	200500003872	MORTGAGE	MCINTIRE MELISSA R		GRANTOR
07/01/2005	07/01/2005	200500003054	WARRANTY...	MCINTIRE MELISSA R		GRANTEE



Search Results for:

NAME: CRESS DEVIN (Super Search)



PARTY ROLE: Case Party
REGION: Clay County, IN

Showing 3 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
11D01-9910-OV-002466	Cress, Devin E	1979	Defendant	Citation	Closed	10/14/1999	10/15/1999
11D01-9611-IF-002340	Cress, Devin E	1979	Defendant	Citation	Closed	11/15/1996	11/16/1996
11D01-9603-IF-000438	Cress, Devin E	1979	Defendant	Citation	Closed	03/08/1996	03/09/1996

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Search Results for:

NAME: CRESS MELISSA (Super Search)



PARTY ROLE: Case Party
REGION: Clay County, IN

Showing 0 results

Filter:

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

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Search Results for:

NAME: CRESS NORMA (Super Search)



PARTY ROLE: Case Party
REGION: Clay County, IN

Showing 0 results

Filter:

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

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Search Results for:

NAME: McIntire Melissa (Super Search)



PARTY ROLE: Case Party
REGION: Clay County, IN

Showing 1 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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11D01-0010-OV-002986	McIntire, Melissa R	1984	Defendant	Citation	Closed	10/10/2000	10/11/2000
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