



**LIEN SEARCH
PRODUCT COVER SHEET**

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-02042	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	KATELYN GRIFFIN AND CODY GRIFFIN		
PROPERTY ADDRESS:	426 E STATE RD 42		
CITY, STATE AND COUNTY:	BRAZIL, INDIANA (IN) AND CLAY		

SEARCH INFORMATION

SEARCH DATE:	04/28/2025	EFFECTIVE DATE:	04/25/2025
NAME(S) SEARCHED:	GRIFFIN KATELYN GRIFFIN CODY WALTERS DARIN WALTERS LINDA		
ADDRESS/PARCEL SEARCHED:	426 E STATE RD 42, BRAZIL, IN 47834/11-04-32-100-002.000-007 11-04-32-100-006.000-007 11-04-32-200-004.000-007		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

DARIN WALTERS, LINDA WALTERS, CODY GRIFFIN AND KATELYN GRIFFIN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

COMMENTS:	
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VESTING DEED

DEED TYPE:	CORPORATE WARRANTY DEED	GRANTOR:	RONALD B. AND JENNIFER Q. SHOUP FAMILY FARM, INC., AN INDIANA FOR-PROFIT CORPORATION, AND CHEEK LLC, AN INDIANA LIMITED LIABILITY COMPANY, AS EQUAL TENANTS IN COMMON
DATED DATE:	09/03/2021	GRANTEE:	DARIN WALTERS, LINDA WALTERS, CODY GRIFFIN AND KATELYN GRIFFIN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
BOOK/PAGE:	202/238	RECORDED DATE:	09/21/2021
INSTRUMENT NO:	202100003925		
COMMENTS:			

CURRENT TAXES (Parcel ID 11-04-32-100-002.000-007)

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024-2025	TAX YEAR:	2024-2025
TAX AMOUNT:	\$875.64	TAX AMOUNT:	\$875.64
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:	

CURRENT TAXES (Parcel ID 11-04-32-100-006.000-007)

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024-2025	TAX YEAR:	2024-2025
TAX AMOUNT:	\$28.25	TAX AMOUNT:	\$0.00
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:	
CURRENT TAXES (Parcel ID 11-04-32-200-004.000-007)			
FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024-2025	TAX YEAR:	2024-2025
TAX AMOUNT:	\$618.06	TAX AMOUNT:	\$618.06
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:	\$2,000,000.00
DATED DATE:	09/08/2021	RECORDED DATE	09/21/2021
INSTRUMENT NO:	202100003926	BOOK/PAGE:	202/243
OPEN/CLOSED:	OPEN END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	LINDA WALTERS, DARIN WALTERS, CODY GRIFFIN AND KATELYN GRIFFIN		
LENDER:	FIRST FARMERS BANK AND TRUST		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	PARTIAL RELEASE OF MORTGAGE	BOOK/PAGE:	216/2644
DATED DATE:	06/12/2023	INSTRUMENT NO.	202300001865
REC DATE:	06/28/2023	COUNTY:	MIAMI
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$531,000.00
DATED DATE:	04/05/2024	RECORDED DATE	04/11/2024
INSTRUMENT NO:	202400000991	BOOK/PAGE:	222/2181
OPEN/CLOSED:	CLOSED END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	DARIN WALTERS, LINDA WALTERS, CODY GRIFFIN AND KATELYN GRIFFIN, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP		
LENDER:	FIRST FARMERS BANK AND TRUST		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:		BOOK/PAGE:	
DATED DATE:		INSTRUMENT NO.	
REC DATE:		COUNTY:	
ASSIGNOR:			

ASSIGNEE:	
BENEFICIARY:	
TRUSTEE:	
PURPOSE:	
COMMENTS:	
FOR PREAMBLE	
CITY/TOWNSHIP/PARISH:	TOWNSHIP OF JACKSON
ADDITIONAL NOTES	
LEGAL DESCRIPTION	
<p>THE FOLLOWING DESORIBED REAL ESTATE IN CLAY COUNTY, IN THE STATE OF INDIANA:</p> <p>PART OF SECTION THIRTY-TWO (32), TOWNSHIP 12 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, CLAY COUNTY, INDIANA, CONSISTING OF APPROXIMATELY 49.88 ACRES IN TOTAL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION THIRTY-TWO (32), CONTAINING FORTY (40) ACRES, MORE OR LESS.</p> <p>ALSO, PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 32, MORE PARTICULARLY, DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT A MAG NAIL MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 41 MINUTES 32 SECONDS WEST WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 1313.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 05 MINUTES 34 SECONDS WEST WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 316.63 FEET TO A CAPPED REBAR (THE TERM "CAPPED REBAR" REFERS TO A 5/8" DIAMETER REBAR WITH PLASTIC CAP ON TOP OF IT INSCRIBED "SHEPPARD LS OR PS#20100021"); THENCE NORTH 00 DEGREES 18 MINUTES 51 SECONDS WEST, 1310.51 FEET TO A MAG NAIL ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 43 MINUTES 08 SECONDS EAST WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 339.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.88 ACRES, MORE OR LESS.</p> <p>ALSO, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 6 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT A PONT [SIC] [RECTE POINT] 992 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 6 WEST; THENCE SOUTH 11 DEGREES 14 MINUTES WEST 80 FEET; THENCE SOUTH 17 DEGREES 25 MINUTES EAST 96 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES EAST 82 FEET; THENCE SOUTH 32 DEGREES 30 MINUTES EAST 74 FEET; THENCE SOUTH 59 DEGREES 20 MINUTES EAST 22 FEET; THENCE SOUTH 73 DEGREES 42 MINUTES EAST 104 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES WEST 30 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES WEST 85 FEET; THENCE NORTH 81 DEGREES 40 MINUTES WEST 84 FEET; THENCE NORTH 49 DEGREES 50 MINUTES WEST 164 FEET; THENCE NORTH 14 DEGREES 11 MINUTES WEST 64 FEET; THENCE NORTH 26 DEGREES 53 MINUTES WEST 60 FEET; THENCE NORTH 83 DEGREES 40 MINUTES WEST 185 FEET OR TO A POINT ON THE WEST LINE OF SAID QUARTER, QUARTER SECTION; THENCE NORTH ALONG THE WEST LINE 155 FEET, MORE OR LESS TO THE NORTHWEST CORNER; THENCE EAST ALONG THE NORTH LINE 328 FEET TO THE POINT OF BEGINNING, CONTAINING 2 ACRES, MORE OR LESS. (DESCRIPTION FURNISHED)</p>	

11-04-32-100-002.000-007

General Information

Parcel Number
11-04-32-100-002.000-007
Parent Parcel Number
005-00895-00
Tax ID:

Routing Number

Property Class 101
Cash Grain/General Farm

Year:

Location Information

County
Clay
Township
JACKSON TOWNSHIP
District 007 (Local)
School Corp
CLAY COMMUNITY
Neighborhood 1107031-007
JACKSON TWP C132 4

Section/Plat

Location Address
426 E ST RD 42
BRAZIL, IN 47834

Zoning

Subdivision

Lot

AAMH Park

Characteristics

Topography
Level
Public Utilities
Electricity
Streets or Roads
Paved

Neighborhood Life Cycle Stage
NA

Printed Monday, April 28, 2025

WALTERS, DARIN ETAL

Ownership

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL, IN 47834
Legal
NW NE 32-12-6 40A

426 E ST RD 42

Transfer Of Ownership

Date	Owner	Doc ID	Code	Book/Page	Sale Price
09/21/2021	WALTERS, DARIN ETAL			202/238	\$405,000
02/28/2017	RONALD B			163/1464	\$200,000
05/20/2013	RONALD B & JENNIFER			137/	\$00
01/01/1900	QUILLEN, CHARLES F				\$00

101, Cash Grain/General Farm

JACKSON TWP C132 4/
1107031-007

Notes

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AGRICULTURAL

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	\$80,900	\$46,600	\$40,000	\$39,700	\$48,400
Land Res(1)	\$12,200	\$00	\$00	\$00	\$00
Land Non Res(2)	\$68,700	\$46,600	\$40,000	\$39,700	\$48,400
Land Non Res(3)	\$00	\$00	\$00	\$00	\$00
Improvement	\$336,300	\$00	\$00	\$00	\$00
Imp Res(1)	\$00	\$00	\$00	\$00	\$00
Imp Non Res(2)	\$336,300	\$00	\$00	\$00	\$00
Imp Non Res(3)	\$00	\$00	\$00	\$00	\$00
Total	\$417,200	\$46,600	\$40,000	\$39,700	\$48,400
Total Res(1)	\$12,200	\$00	\$00	\$00	\$00
Total Non Res(2)	\$405,000	\$46,600	\$40,000	\$39,700	\$48,400
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		AVB2	0	8.1030			\$1,539	\$12,471				\$12,470
4		CCC3	0	0.9240			\$1,216	\$1,124				\$1,120
4		IVA	0	16.7330			\$2,185	\$36,562				\$36,560
4		SH	0	2.3120			\$2,109	\$4,876				\$4,880
5		AVB2	0	0.0170			\$1,539	\$26				\$10
5		IVA	0	0.0680			\$2,185	\$149				\$60
6		AVB2	0	2.3600			\$1,539	\$3,632				\$730
6		CCC3	0	1.8220			\$1,216	\$2,216				\$440
6		FCG	0	2.1600			\$950	\$2,052				\$410
6		IVA	0	1.5350			\$2,185	\$3,354				\$670
6		SH	0	1.4320			\$2,109	\$3,020				\$600
72		WTR	0	1.1970			\$950	\$1,137				\$680
82		CA	0	0.7500			\$1,938	\$1,454				\$00
9			0	1			\$12,200	\$12,200				\$12,200
9			0	1			\$12,200	\$12,200				\$12,200

Land Computations

Calculated Acreage	41.41
Actual Frontage	
Developer Discount	<input type="checkbox"/>
Parcel Acreage	40.66
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	

Data Source

Collector

Appraiser

11-04-32-100-002.000-007

WALTERS, DARIN ETAL

426 E ST RD 42

101, Cash Grain/General Farm

JACKSON TWP C132 4/
1107031-007

2/3

General Information		Plumbing	
Occupancy	Single-Family	#	TF
Description	Single-Family	Full Bath	2 6
Story Height	2.00	Half Bath	1 2
Style		Kitchen Sinks	1 1
Finished Area	3600 sqft	Water Heaters	1 1
Make		Add Fixtures	0 0
		Total	5 10

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	

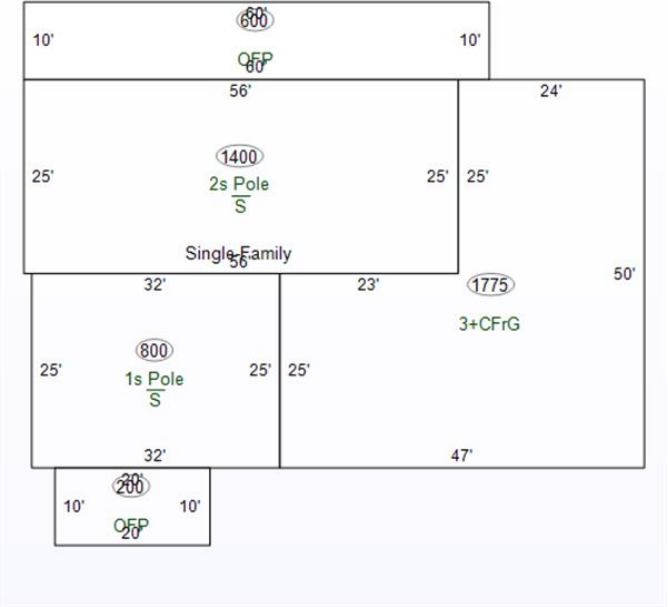
Wall Finish	
<input type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other
<input type="checkbox"/> Fiberboard	

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	200	
Porch, Open Frame	600	

Accomodations	
Bedrooms	0
Living Rooms	0
Dining Rooms	0
Family Rooms	0
Total Rooms	0

Heat Type	
Central Warm Air	



Specialty Plumbing		
Description	Count	Value

Cost Ladder					
Floor	Constr	Base	Finish	Value	Totals
1	Pole	2200	2200		
2	Pole	1400	1400		
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl					
Slab		2200	0		
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	Story		Year	Eff	Eff	Co	Base	Adj			Norm	Remain	Abn				Improv
	Eligibl	Height	Construction	Grade	Built	Age	nd	Rate	LCM	Rate	Size	RCN	Dep	Value	Obs	PC	Nbhd	Mrkt
																		Value
Single-Family				C	2022	2022	A									50%	0.9900	

General Information

Occupancy

Single-Family

Description

Single-Family

Story Height

2.00

Style

Finished Area

3600 sqft

Make

Plumbing

#

TF

Full Bath

2

6

Half Bath

1

2

Kitchen Sinks

1

1

Water Heaters

1

1

Add Fixtures

0

0

Total

5

10

Floor Finish

Earth

Tile

Slab

Carpet

Sub & Joint

Unfinished

Wood

Other

Parquet

Accomodations

Bedrooms

0

Living Rooms

0

Dining Rooms

0

Family Rooms

0

Total Rooms

0

Wall Finish

Plaster/Drywall

Unfinished

Paneling

Other

Fiberboard

Roofing

Built-Up

Metal

Asphalt

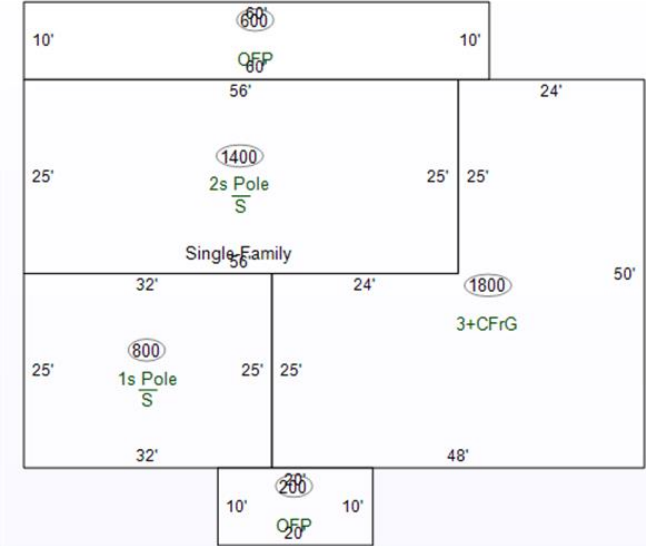
Slate

Tile

Wood Shingle

Other

Exterior Features		
Description	Area	Value
Porch, Open Frame	200	
Porch, Open Frame	600	



Specialty Plumbing		
Description	Count	Value

Cost Ladder					
Floor	Constr	Base	Finish	Value	Totals
1	Pole	2200	2200		
2	Pole	1400	1400		
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl					
Slab		2200	0		
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	Story		Year	Eff	Eff	Co	Base	Adj			Norm	Remain	Abn				Improv
	Eligibl	Height	Construction	Grade	Built	Age	nd	Rate	LCM	Rate	Size	RCN	Dep	Value	Obs	PC	Nbhd	Mrkt
																		Value
Single-Family				C	2022	2022	A									100%	0.9900	

11-04-32-100-006.000-007

General Information

Parcel Number
11-04-32-100-006.000-007
Parent Parcel Number
005-01198-01
Tax ID:

Routing Number

Property Class 100
Vacant Land

Year:

Location Information

County
Clay

Township
JACKSON TOWNSHIP

District 007 (Local)

School Corp
CLAY COMMUNITY

Neighborhood 1107031-007
JACKSON TWP C132 4

Section/Plat

Location Address
VACANT
BRAZIL, IN 47834

Zoning

Subdivision

Lot

AAMH Park

Characteristics

Topography
Rolling
Public Utilities
Electricity
Streets or Roads
Unpaved

Neighborhood Life Cycle Stage
NA

Printed Monday, April 28, 2025

WALTERS, DARIN ETAL

Ownership

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL, IN 47834

Legal

SW NE 32-12-6 2A

VACANT

Transfer Of Ownership

Date	Owner	Doc ID	Code	Book/Page	Sale Price
09/21/2021	WALTERS, DARIN ETAL			202/238	\$405,000
02/28/2017	RONALD B			163/1464	\$200,000
02/28/2017	RONALD B & JENNIFER			163/1464	\$200,000
05/20/2013	RONALD B & JENNIFER			137/	\$00
01/01/1900	QUILLEN, CHARLES F &				\$00

100, Vacant Land

JACKSON TWP C132 4/
1107031-007

1/1

Notes

AGRICULTURAL

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	\$900	\$700	\$600	\$600	\$800
Land Res(1)	\$00	\$00	\$00	\$00	\$00
Land Non Res(2)	\$900	\$700	\$600	\$600	\$800
Land Non Res(3)	\$00	\$00	\$00	\$00	\$00
Improvement	\$00	\$00	\$00	\$00	\$00
Imp Res(1)	\$00	\$00	\$00	\$00	\$00
Imp Non Res(2)	\$00	\$00	\$00	\$00	\$00
Imp Non Res(3)	\$00	\$00	\$00	\$00	\$00
Total	\$900	\$700	\$600	\$600	\$800
Total Res(1)	\$00	\$00	\$00	\$00	\$00
Total Non Res(2)	\$900	\$700	\$600	\$600	\$800
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
5		FCG	0	1.1500			\$950	\$1,093				\$440
72		WTR	0	0.8500			\$950	\$808				\$480

Land Computations

Calculated Acreage	2.00
Actual Frontage	
Developer Discount	<input type="checkbox"/>
Parcel Acreage	2.00
81 Legal Drain NV	
82 Public Roads NV	
83 UT Towers NV	
9 Homesite	
91/92 Acres	
Total Acres Framland	
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	

Data Source

Collector

Appraiser

11-04-32-200-004.000-007

General Information

Parcel Number
11-04-32-200-004.000-007
Parent Parcel Number
005-00896-00
Tax ID:

Routing Number

Property Class 101
Cash Grain/General Farm

Year:

Location Information

County
Clay
Township
JACKSON TOWNSHIP
District 007 (Local)
School Corp
CLAY COMMUNITY
Neighborhood 1107032-007
JACKSON TWP R132 4

Section/Plat

Location Address
390 E SR 42
BRAZIL, IN 47834

Zoning

Subdivision

Lot

AAMH Park

Characteristics

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

Printed Monday, April 28, 2025

WALTERS, DARIN ETAL

Ownership

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL, IN 47834
Legal
NE NW 32-12-6 10.497A

390 E SR 42

Transfer Of Ownership

Date	Owner	Doc ID	Code	Book/Page	Sale Price
09/21/2021	WALTERS, DARIN ETAL			202/238	\$405,000
09/21/2021	WALTERS, DARRIN ETAL			202/238	\$00
02/28/2017	RONALD B			163/1464	\$200,000
05/20/2013	RONALD B & JENNIFER			137/	\$00
01/01/1900	QUILLEN, CHARLES F E				\$00

101, Cash Grain/General Farm

Notes

AGRICULTURAL

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	\$46,000	\$25,000	\$24,300	\$24,300	\$25,200
Land Res(1)	\$20,000	\$20,000	\$00	\$00	\$00
Land Non Res(2)	\$26,000	\$5,000	\$24,300	\$24,300	\$25,200
Land Non Res(3)	\$00	\$00	\$00	\$00	\$00
Improvement	\$257,900	\$81,500	\$68,700	\$66,200	\$66,900
Imp Res(1)	\$125,300	\$81,500	\$00	\$00	\$00
Imp Non Res(2)	\$122,000	\$00	\$68,700	\$66,200	\$66,900
Imp Non Res(3)	\$10,600	\$00	\$00	\$00	\$00
Total	\$303,900	\$106,500	\$93,000	\$90,500	\$92,100
Total Res(1)	\$145,300	\$101,500	\$00	\$00	\$00
Total Non Res(2)	\$148,000	\$5,000	\$93,000	\$90,500	\$92,100
Total Non Res(3)	\$10,600	\$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
9			0	1.0000			\$20,000	\$20,000				\$20,000
5		AVB2	0	4.5880			\$1,539	\$7,061				\$2,820
5		IVA	0	1.7400			\$2,185	\$3,802				\$1,520
5		SH	0	1.6859			\$2,109	\$3,556				\$1,420
72		WTR	0	0.1325			\$950	\$126				\$80
6		SH	0	0.3504			\$2,109	\$739				\$150
9			0	1			\$20,000	\$20,000				\$20,000

Land Computations

Calculated Acreage	10.50
Actual Frontage	
Developer Discount	<input type="checkbox"/>
Parcel Acreage	10.50
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	

Data Source

Collector

Appraiser

General Information

OccupancySingle-Family

DescriptionSingle-Family

Story Height1.00

Style

Finished Area800 sqft

Make

Plumbing

#TF

Full Bath26

Half Bath00

Kitchen Sinks11

Water Heaters11

Add Fixtures00

Total48

Floor Finish

☐Earth

☐Tile

☐Slab

☐Carpet

☐Sub & Joint

☐Unfinished

☐Wood

☐Other

☐Parquet

Accomodations

Bedrooms1

Living Rooms0

Dining Rooms0

Family Rooms0

Total Rooms0

Wall Finish

☐Plaster/Drywall

☐Unfinished

☐Paneling

☐Other

☐Fiberboard

Heat Type

Central Warm Air

Roofing

☐Built-Up

☐Metal

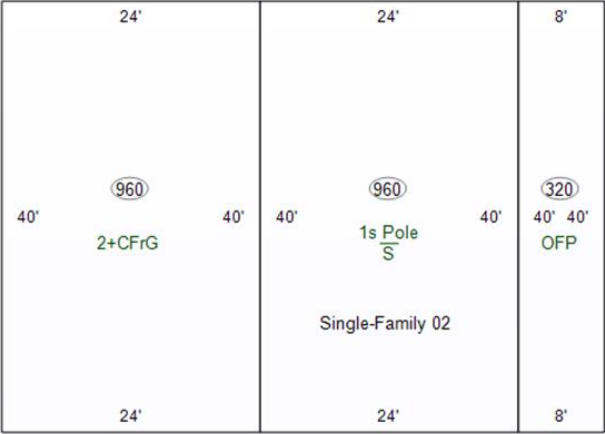
☐Asphalt

☐Slate

☐Tile

☐Wood Shingle

☐Other



Specialty Plumbing		
Description	Count	Value

Cost Ladder

FloorConstrBaseFinishValueTotals

1Pole800800

2

3

4

1/4

1/2

3/4

Attic

Bsmt

Crawl8000

Slab

Total Base

Adjustments1 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	Story		Year	Eff	Eff	Co	Base	Adj			Norm	Remain	Abn				Improv		
	Eligibl	Height	Construction	Grade	Built	Year	Age	nd	Rate	LCM	Rate	Size	RCN	Dep	Value	Obs	PC	Nbhd	Mrkt	Value
	Single-Family			C	2016	2016		A									100%	1.1900		
	Utility Shed			C	2022	2022		A				288 sqft					100%	1.1900		
	Utility Shed			C	2022	2022		A				288 sqft					100%	1.1900		

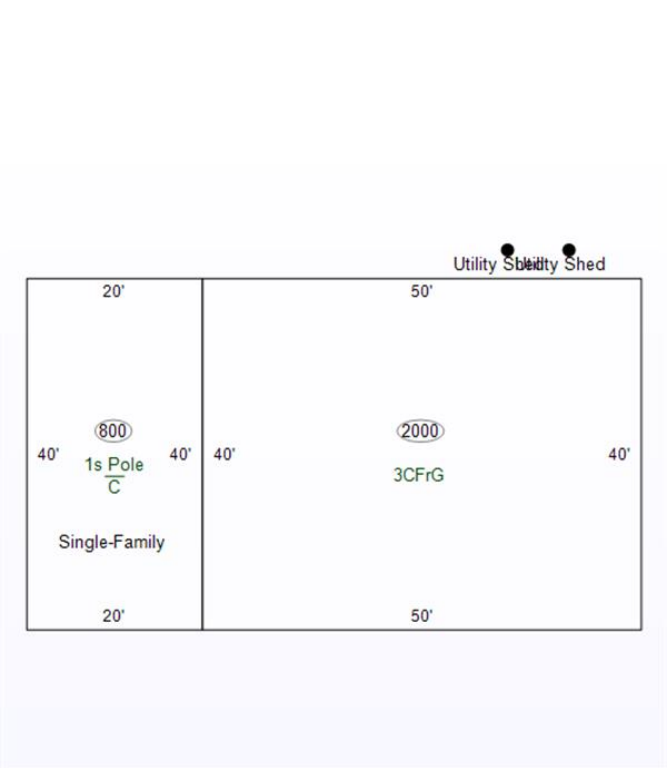
General Information			Plumbing	
Occupancy	Single-Family 02		#	TF
Description	Single-Family 02		Full Bath	13
Story Height	1.00		Half Bath	12
Style			Kitchen Sinks	11
Finished Area	960 sqft		Water Heaters	11
Make			Add Fixtures	00
			Total	47

Floor Finish			Accomodations	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile		Bedrooms	0
<input type="checkbox"/> Slab	<input type="checkbox"/> Carpet		Living Rooms	0
<input type="checkbox"/> Sub & Joint	<input type="checkbox"/> Unfinished		Dining Rooms	0
<input type="checkbox"/> Wood	<input type="checkbox"/> Other		Family Rooms	0
<input type="checkbox"/> Parquet			Total Rooms	0

Wall Finish			Heat Type	
<input type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished		Central Warm Air	
<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	320	



Specialty Plumbing		
Description	Count	Value

Cost Ladder					
Floor	Constr	Base	Finish	Value	Totals
1	Pole	960	960		
2					
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl					
Slab		960	0		
		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 02				C	2022	2022	A								



LowTaxInfo

**426 E St Rd 42**

Brazil, IN 47834

WALTERS, DARIN ETAL390 E ST RD 42
BRAZIL, IN 47834**Spring Due by 05/12/2025: \$875.64****Fall Due by 11/10/2025: \$875.64****\$1,751.28**

Total Due ⓘ

Property Information

Tax Year/Pay Year

2024 / 2025

TIF

None

Parcel Number

11-04-32-100-002.000-007

Homestead Credit Filed?

No

Duplicate Number

5347

Over 65 Circuit Breaker?

No

Property Type

Real

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

5 - JACKSON TOWNSHIP

NW NE 32-12-6 40a

Section-Township-Range

0032, 0012, 6

Property Class

AGRICULTURAL - CASH GRAIN/GENERAL FARM

Parcel Acres

40

Mortgage Company

LERETA, LLC

Lot Number

No Info

Mtg Company Last Changed

10/08/2024

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$875.64	\$0.00	\$875.64
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$875.64	\$0.00	\$875.64
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:	\$819.78	\$0.00	\$819.78
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:			\$1,751.28
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$1,751.28
Receipts:			\$0.00
Total Due:			\$1,751.28
Surplus Transfer:			\$0.00

	Tax Bill	Adjustments	Balance
Account Balance:			\$1,751.28

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	\$875.64	\$875.64	\$0.00	\$1,751.28	\$0.00
2024	\$855.50	\$855.50	\$0.01	\$1,711.01	\$1,711.01
2023	\$307.21	\$307.21	\$0.00	\$614.42	\$614.41
2022	\$295.70	\$295.70	\$0.00	\$591.40	\$591.40
2021	\$306.44	\$306.44	\$0.00	\$612.88	\$612.88
2020	\$360.00	\$360.00	\$0.00	\$720.00	\$720.00
2019	\$365.35	\$365.35	\$0.00	\$730.70	\$730.70

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$182,200	\$193,500
1c. Gross assessed value of all other property	\$2,300	\$2,300
2. Equals total gross assessed value of property	\$184,500	\$195,800
2a. Minus deductions	\$0	\$0
3. Equals subtotal of net assessed value of property	\$184,500	\$195,800
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability	\$2,572.11	\$2,571.06
4a. Minus local property tax credits	(\$861.11)	(\$819.78)
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	\$1,711.00	\$1,751.28

Assessed Values as of 04/04/2024

Land Value	\$82,300
Improvements	\$113,500

Exemptions / Deductions

Description	Amount
No data	

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property


Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
No data							

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC & CHEEK LLC	09/21/2021			202	238
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC	02/28/2017			163	1464
Quillen, Charles F Etux	05/20/2013			137	1732
Unknown At Conversion	01/01/1901			000	0000

COUNTY: 11-Clay

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-04-32-100-002.000-007	DUPLICATE NUMBER 5347	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION NW NE 32-12-6 40a			
PROPERTY ADDRESS 426 E St Rd 42, Brazil IN 47834				
			SPRING AMOUNT DUE by May 12, 2025	\$875.64


WALTERS, DARIN ETAL
390 E ST RD 42
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 11-04-32-100-002.000-007	DUPLICATE NUMBER 5347	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION NW NE 32-12-6 40a			
PROPERTY ADDRESS 426 E St Rd 42, Brazil IN 47834				
			FALL AMOUNT DUE by November 10, 2025	\$875.64

WALTERS, DARIN ETAL
390 E ST RD 42
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 11-04-32-100-002.000-007	DUPLICATE NUMBER 5347	TAX YEAR 2024 Payable 2025	DUE DATES
TAXING UNIT NAME JACKSON TOWNSHIP	LEGAL DESCRIPTION NW NE 32-12-6 40a		SPRING - May 12, 2025 FALL - November 10, 2025

DATE OF STATEMENT: 04/28/2025

TOTAL DUE FOR 2024 PAY 2025: \$1,751.28

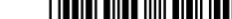
PROPERTY ADDRESS 426 E St Rd 42, Brazil IN 47834		
PROPERTY TYPE Real	TOWNSHIP: JACKSON	
ACRES 40.0000	LIT 1% Rate 60.8942	LIT Res Rate 55.0051

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL IN 47834

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$875.64	\$875.64
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	\$875.64	\$875.64
Payment Received	\$0.00	\$0.00
Balance Due	\$875.64	\$875.64

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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.

<u>Taxpayer Name</u>	<u>Address</u>	<u>Date of Notice</u>	<u>Parcel Number</u>	<u>Taxing District</u>
WALTERS, DARIN ETAL	426 E St Rd 42	April 28, 2025	11-04-32-100-002.000-007	007 JACKSON
390 E ST RD 42	Brazil IN 47834			TOWNSHIP
BRAZIL IN 47834		<u>Duplicate Number</u>	<u>Tax ID Number</u>	
		5347	005-00895-00	
<u>Legal Description</u>	<u>Billed Mortgage Company</u>			<u>Property Type</u>
NW NE 32-12-6 40a	LERETA, LLC			Real

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

ASSESSED VALUE AND TAX SUMMARY	2023 Pay 2024	2024 Pay 2025
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$182,200	\$193,500
1c. Gross assessed value of all other property, including personal property	\$2,300	\$2,300
2. Equals total gross assessed value of property	\$184,500	\$195,800
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$184,500	\$195,800
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability (see Table 3 below)	\$2,572.11	\$2,571.06
4a. Minus local property tax credits	(\$861.11)	(\$819.78)
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)	\$1,711.00	\$1,751.28

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

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ²	\$3,713.00	\$3,939.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$0.00	\$0.00
Maximum tax that may be imposed under	\$3,713.00	\$3,939.00

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	\$848.33	\$858.19	\$9.86	1.16%
REDEV COMM	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL	0.9020	0.8443	\$1,664.19	\$1,653.15	(\$11.04)	(0.66%)
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOWNSHIP	0.0323	0.0305	\$59.59	\$59.72	\$0.13	0.22%
TOTAL	1.3941	1.3131	\$2,572.11	\$2,571.06	(\$1.05)	(0.04%)

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

TYPE OF DEDUCTION	2024	2025
TOTAL DEDUCTIONS	\$0	\$0

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).



Vacant

Brazil, IN 47834

WALTERS, DARIN ETAL

390 E ST RD 42
BRAZIL, IN 47834

Spring Due by 05/12/2025: \$28.25

Fall Due by 11/10/2025: \$0.00

\$28.25
Total Due ⓘ

Property Information

Tax Year/Pay Year 2024 / 2025	Homestead Credit Filed? No
Parcel Number 11-04-32-100-006.000-007	Over 65 Circuit Breaker? No
Duplicate Number 5731	Legal Description Note: Not to be used on legal documents SW NE 32-12-6 2a
Property Type Real	Section-Township-Range 0032, 0012, 6
Tax Unit / Description 5 - JACKSON TOWNSHIP	Parcel Acres 2
Property Class AGRICULTURAL - VACANT LAND	Lot Number No Info
Mortgage Company None	Block/Subdivision No info
TIF None	

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$14.44	\$0.00	\$14.44

	Tax Bill	Adjustments	Balance
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$0.00	\$0.00	\$0.00
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:	\$12.55	\$0.00	\$12.55
Delq TS Pen:	\$1.26	\$0.00	\$1.26
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:	\$0.00	\$0.00	\$0.00
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:			\$28.25
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$28.25
Receipts:			\$0.00
Total Due:			\$28.25
Surplus Transfer:			\$0.00
Account Balance:			\$28.25

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	\$14.44	\$0.00	\$13.81	\$28.25	\$0.00
2024	\$12.55	\$0.00	\$1.26	\$13.81	\$0.00
2023	\$9.23	\$0.00	\$0.00	\$9.23	\$9.23
2022	\$8.87	\$0.00	\$0.00	\$8.87	\$8.87
2021	\$9.26	\$0.00	\$0.00	\$9.26	\$9.26
2020	\$11.90	\$0.00	\$0.00	\$11.90	\$11.90
2019	\$11.69	\$0.00	\$0.00	\$11.69	\$11.69

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$900	\$1,100
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$900	\$1,100
2a. Minus deductions	\$0	\$0
3. Equals subtotal of net assessed value of property	\$900	\$1,100
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability	\$12.55	\$14.44
4a. Minus local property tax credits	\$0.00	\$0.00
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	\$12.55	\$14.44

Assessed Values as of 04/04/2024

Land Value	\$1,100
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Improvements	\$0
--------------	-----

Exemptions / Deductions

Description	Amount
No data	

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property


Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
No data							

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC & CHEEK INC	09/21/2021			202	238
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC	02/28/2017			163	1464
Quillen, Charles F & Margaret	05/20/2013			137	1732
Carlisle & Son Funeral Chapel	04/23/1991			000	0000

COUNTY: 11-Clay

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-04-32-100-006.000-007	DUPLICATE NUMBER 5731	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION SW NE 32-12-6 2a		
PROPERTY ADDRESS Vacant, Brazil IN 47834			
		SPRING AMOUNT DUE by May 12, 2025	\$28.25


WALTERS, DARIN ETAL
390 E ST RD 42
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

Reprinted: 04/28/2025 06:45 PM LowTaxInfo.com

COUNTY: 11-Clay

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-04-32-100-006.000-007	DUPLICATE NUMBER 5731	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION SW NE 32-12-6 2a		
PROPERTY ADDRESS Vacant, Brazil IN 47834			
		FALL AMOUNT DUE by November 10, 2025	\$0.00

WALTERS, DARIN ETAL
390 E ST RD 42
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 11-04-32-100-006.000-007	DUPLICATE NUMBER 5731	TAX YEAR 2024 Payable 2025	DUE DATES
TAXING UNIT NAME JACKSON TOWNSHIP	LEGAL DESCRIPTION SW NE 32-12-6 2a		SPRING - May 12, 2025 FALL - November 10, 2025

DATE OF STATEMENT: 04/28/2025

TOTAL DUE FOR 2024 PAY 2025: \$28.25

PROPERTY ADDRESS Vacant, Brazil IN 47834		
PROPERTY TYPE Real	TOWNSHIP: JACKSON	
ACRES 2.0000	LIT 1% Rate 60.8942	LIT Res Rate 55.0051

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL IN 47834

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$14.44	\$0.00
Delinquent Tax	\$12.55	\$0.00
Delinquent Penalty	\$1.26	\$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	\$28.25	\$0.00
Payment Received	\$0.00	\$0.00
Balance Due	\$28.25	\$0.00

Reprinted: 04/28/2025 06:45 PM LowTaxInfo.com

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> WALTERS, DARIN ETAL 390 E ST RD 42 BRAZIL IN 47834	<u>Address</u> Vacant Brazil IN 47834	<u>Date of Notice</u> April 28, 2025 <u>Duplicate Number</u> 5731	<u>Parcel Number</u> 11-04-32-100-006.000-007 <u>Tax ID Number</u> 005-01198-01	<u>Taxing District</u> 007 JACKSON TOWNSHIP
<u>Legal Description</u> SW NE 32-12-6 2a	<u>Billed Mortgage Company</u>		<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	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$900	\$1,100
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$900	\$1,100
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$900	\$1,100
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability (see Table 3 below)	\$12.55	\$14.44
4a. Minus local property tax credits	\$0.00	\$0.00
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)	\$12.55	\$14.44

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	\$18.00	\$22.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$0.00	\$0.00
Maximum tax that may be imposed under	\$18.00	\$22.00

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	\$4.14	\$4.82	\$0.68	16.43%
REDEV COMM	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL	0.9020	0.8443	\$8.12	\$9.28	\$1.16	14.29%
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOWNSHIP	0.0323	0.0305	\$0.29	\$0.34	\$0.05	17.24%
TOTAL	1.3941	1.3131	\$12.55	\$14.44	\$1.89	15.06%

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
TOTAL DEDUCTIONS	\$0	\$0

- 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.
- The property tax cap is calculated separately for each class of property owned by the taxpayer.
- 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.
- 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).



LowTaxInfo

**390 E Sr 42**

Brazil, IN 47834

WALTERS, DARIN ETAL390 E ST RD 42
BRAZIL, IN 47834**Spring Due by 05/12/2025: \$618.06****Fall Due by 11/10/2025: \$618.06****\$1,236.12**

Total Due ⓘ

Property Information

Tax Year/Pay Year

2024 / 2025

Parcel Number

11-04-32-200-004.000-007

Duplicate Number

5348

Property Type

Real

Tax Unit / Description

5 - JACKSON TOWNSHIP

Property Class

AGRICULTURAL - CASH GRAIN/GENERAL FARM

Mortgage Company

None

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

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

NE NW 32-12-6 10.497A

Section-Township-Range

0032, 0012, 6

Parcel Acres

10.497

Lot Number

No Info

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$618.06	\$0.00	\$618.06

	Tax Bill	Adjustments	Balance
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$618.06	\$0.00	\$618.06
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:	\$1,619.71	\$0.00	\$1,619.71
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:			\$1,236.12
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$1,236.12
Receipts:			\$0.00
Total Due:			\$1,236.12
Surplus Transfer:			\$0.00
Account Balance:			\$1,236.12

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	\$618.06	\$618.06	\$0.00	\$1,236.12	\$0.00
2024	\$801.57	\$801.57	\$0.00	\$1,603.14	\$1,603.14
2023	\$132.68	\$132.68	\$0.00	\$265.36	\$265.36
2022	\$126.02	\$126.02	\$0.00	\$252.04	\$252.04
2021	\$365.25	\$365.25	\$0.00	\$730.50	\$730.50
2020	\$374.52	\$374.52	\$0.00	\$749.04	\$749.04
2019	\$373.08	\$373.08	\$0.00	\$746.16	\$746.16

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$145,300	\$149,100
1b. Gross assessed value of all other residential property	\$148,000	\$154,300
1c. Gross assessed value of all other property	\$10,600	\$0
2. Equals total gross assessed value of property	\$303,900	\$303,400
2a. Minus deductions	(\$86,920)	(\$85,912)
3. Equals subtotal of net assessed value of property	\$216,980	\$217,488
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability	\$3,024.91	\$2,855.83
4a. Minus local property tax credits	(\$1,421.77)	(\$1,619.71)
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	\$1,603.14	\$1,236.12

Assessed Values as of 04/04/2024

Land Value	\$47,200
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Improvements	\$256,200
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Exemptions / Deductions

Description	Amount
STD_EX	\$48,000.00
SUPP STD DED	\$37,912.00
Count: 2	\$85,912.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
Split (Original)	03/28/2014	03/28/2014	2016	11-04-32-200-004.001-007	144	No Info	No Info

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC & CHEEK LLC	09/21/2021			202	238
WALTERS, DARRIN ETAL	09/21/2021			202	238
RONALD B & JENNIFER Q SHOUP FAMILY FARM INC	02/28/2017			163	1464
Quillen, Charles F Etux	05/20/2013			137	1732
Unknown At Conversion	01/01/1901			000	0000

COUNTY: 11-Clay

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-04-32-200-004.000-007	DUPLICATE NUMBER 5348	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION NE NW 32-12-6 10.497A		

PROPERTY ADDRESS
390 E Sr 42, Brazil IN 47834



SPRING AMOUNT DUE by May 12, 2025	\$618.06
--------------------------------------	----------

WALTERS, DARIN ETAL
390 E ST RD 42
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

Reprinted: 04/28/2025 06:46 PM LowTaxInfo.com

COUNTY: 11-Clay

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 11-04-32-200-004.000-007	DUPLICATE NUMBER 5348	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 JACKSON TOWNSHIP	LEGAL DESCRIPTION NE NW 32-12-6 10.497A		

PROPERTY ADDRESS
390 E Sr 42, Brazil IN 47834



FALL AMOUNT DUE by November 10, 2025	\$618.06
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WALTERS, DARIN ETAL
390 E ST RD 42
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
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COUNTY: 11-Clay

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 11-04-32-200-004.000-007	DUPLICATE NUMBER 5348	TAX YEAR 2024 Payable 2025	DUE DATES SPRING - May 12, 2025 FALL - November 10, 2025
TAXING UNIT NAME JACKSON TOWNSHIP	LEGAL DESCRIPTION NE NW 32-12-6 10.497A		

DATE OF STATEMENT: 04/28/2025

TOTAL DUE FOR 2024 PAY 2025: \$1,236.12

PROPERTY ADDRESS 390 E Sr 42, Brazil IN 47834		
PROPERTY TYPE Real	TOWNSHIP: JACKSON	
ACRES 10.4970	LIT 1% Rate 60.8942	LIT Res Rate 55.0051

WALTERS, DARIN ETAL
390 E ST RD 42
BRAZIL IN 47834

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$618.06	\$618.06
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	\$618.06	\$618.06
Payment Received	\$0.00	\$0.00
Balance Due	\$618.06	\$618.06

Reprinted: 04/28/2025 06:46 PM LowTaxInfo.com

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> WALTERS, DARIN ETAL 390 E ST RD 42 BRAZIL IN 47834	<u>Address</u> 390 E Sr 42 Brazil IN 47834	<u>Date of Notice</u> April 28, 2025 <u>Duplicate Number</u> 5348	<u>Parcel Number</u> 11-04-32-200-004.000-007 <u>Tax ID Number</u> 005-00896-00	<u>Taxing District</u> 007 JACKSON TOWNSHIP
<u>Legal Description</u> NE NW 32-12-6 10.497A	<u>Billed Mortgage Company</u>		<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	\$145,300	\$149,100
1b. Gross assessed value of other residential property and farmland	\$148,000	\$154,300
1c. Gross assessed value of all other property, including personal property	\$10,600	\$0
2. Equals total gross assessed value of property	\$303,900	\$303,400
2a. Minus deductions (see Table 5 below)	(\$86,920)	(\$85,912)
3. Equals subtotal of net assessed value of property	\$216,980	\$217,488
3a. Multiplied by your local tax rate	1.3941	1.3131
4. Equals gross tax liability (see Table 3 below)	\$3,024.91	\$2,855.83
4a. Minus local property tax credits	(\$1,421.77)	(\$1,619.71)
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)	\$1,603.14	\$1,236.12

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	\$4,731.00	\$4,577.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$0.00	\$0.00
Maximum tax that may be imposed under	\$4,731.00	\$4,577.00

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	\$997.67	\$953.25	(\$44.42)	(4.45%)
REDEV COMM	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL	0.9020	0.8443	\$1,957.16	\$1,836.25	(\$120.91)	(6.18%)
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOWNSHIP	0.0323	0.0305	\$70.08	\$66.33	(\$3.75)	(5.35%)
TOTAL	1.3941	1.3131	\$3,024.91	\$2,855.83	(\$169.08)	(5.59%)

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	\$38,920	\$37,912
TOTAL DEDUCTIONS	\$86,920	\$85,912

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).

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Tx:4016371

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 21 DAY OF Sept 20 21

Auditor Clay County
By Jennifer M. Steater

202100003925

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
09/21/2021 12:51:03 PM
CWD 25.00
OR Book 202 Page 238
Number of Pages: 5

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that **Ronald B. and Jennifer Q. Shoup Family Farm, Inc.**, an Indiana for-profit corporation, and **Cheek LLC**, an Indiana limited liability company, as equal tenants in common ("Grantors"), CONVEY AND WARRANT to **Darin Walters, Linda Walters, Cody Griffin and Katelyn Griffin**, as joint tenants with rights of survivorship ("Grantees"), adult individuals, for the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Clay County, in the State of Indiana:

Part of Section Thirty-Two (32), Township 12 North, Range 6 West of the Second Principal Meridian in Jackson Township, Clay County, Indiana, consisting of approximately 49.88 acres in total, more particularly described as follows:

The Northwest quarter of the Northeast quarter of the said section Thirty-Two (32), containing forty (40) acres, more or less.

Also, part of the Northeast Quarter of the Northwest Quarter of the said Section 32, more particularly, described as follows:

Beginning at a mag nail marking the Northeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence South 00 degrees 41 minutes 32 seconds West with the East Line of the Northeast Quarter of the Northwest Quarter of said Section, 1313.93 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North 89 degrees 05 minutes 34 seconds West with the South Line of the Northeast Quarter of the Northwest Quarter of said Section, 316.63 feet to a capped rebar (The term "capped rebar" refers to a 5/8" diameter rebar with plastic cap on top of it inscribed "Sheppard LS or PS#20100021".); thence North 00 degrees 18 minutes 51 seconds West, 1310.51 feet to a mag nail on the North Line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 degrees 43 minutes 08 seconds East with the North Line of the Northeast Quarter of the Northwest Quarter of said Section, 339.66 feet to the Point of Beginning and containing 9.88 acres, more or less.

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Also, part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West, more particularly described as follows:

Beginning at a point [sic] [recte point] 992 feet west of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West; thence south 11 degrees 14 minutes west 80 feet; thence south 17 degrees 25 minutes east 96 feet; thence south 23 degrees 51 minutes east 82 feet; thence south 32 degrees 30 minutes east 74 feet; thence south 59 degrees 20 minutes east 22 feet; thence south 73 degrees 42 minutes east 104 feet; thence south 38 degrees 41 minutes west 30 feet; thence south 76 degrees 33 minutes west 85 feet; thence north 81 degrees 40 minutes west 84 feet; thence north 49 degrees 50 minutes west 164 feet; thence north 14 degrees 11 minutes west 64 feet; thence north 26 degrees 53 minutes west 60 feet; thence north 83 degrees 40 minutes west 185 feet or to a point on the west line of said quarter, quarter section; thence north along the west line 155 feet, more or less to the northwest corner; thence east along the north line 328 feet to the point of beginning, containing 2 acres, more or less. (*Description Furnished*)

And commonly known as: 390 E. State Rd. 42
Brazil, IN 47834

Parcel ID Numbers: 11-04-32-100-002.000-007
11-04-32-200-004.000-007
11-04-32-100-006.000-007

SUBJECT TO all taxes and assessments due and payable.


SUBJECT TO any and all restrictions, conditions, covenants, easements, encroachments (visible or of record), roadways, rights-of-way, liens, encumbrances, agreements and other matters of record.

MEMO: Both of the undersigned persons executing this Corporate Warranty Deed on behalf of Grantors represent and certify that they have been fully empowered, by proper resolution of each of Grantors' respective board of directors or managing member(s), to execute and deliver this instrument; that Grantors have full capacity to convey the above-described real estate; and that all necessary action for the making of such conveyance has been taken and done.

A.O.

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IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this 3 day of SEPT., 2021.


Cheek LLC
By: Jon W. Cheek, Member

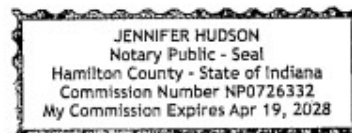
STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

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

WITNESS my hand and Notarial Seal this 3 day of September, 2021, 2021.

Jennifer W. Hudson
Notary Public
Jennifer W. Hudson
Printed Name

My Commission Expires: April 19, 2028
My County of Residence: HAMILTON



A.O.

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Return Recorded Deed To: Integrity Title 1532 Wabash Ave. Terre Haute, IN
Send Tax Bills To: 390 E 8 R 42 Brazil, IN 47834 47807

This instrument was prepared by: Brock E. Dalton, Attorney No. 29882-49, Dalton Law Office, 1605 E. National Ave., Brazil, IN 47834. 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. Brock E. Dalton. (Reference/File No. 21 0778C)

A.O. |

Instrument 202100003926 OR Book 202 Page 243



202100003926
Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
09/21/2021 12:51:04 PM
MTG 55.00
OR Book 202 Page 243
Number of Pages: 11

Return to: Loan Department, First Farmers Bank &
Trust, 123 N. Jefferson, Converse, IN 46919-0690

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 8, 2021. The parties and their addresses are:

MORTGAGOR:
LINDA WALTERS
605 S Market St
Rockville, IN 47872-1760

DARIN WALTERS
605 S Market St
Rockville, IN 47872-1760

CODY GRIFFIN
1968 E Spencer Dr
Rockville, IN 47872-8131

KATELYN GRIFFIN
1968 E Spencer Dr
Rockville, IN 47872-8131

LENDER:
FIRST FARMERS BANK & TRUST
Organized and existing under the laws of Indiana
123 N. Jefferson
P.O. Box 690
Converse, IN 46919-0690

- 1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.
- A. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, mortgage and warrant to Lender, the following described property:

See Attached Exhibit "A"

Linda Kaye Walters
Indiana Mortgage
IN/4XXX355000000000002577073N

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Parcel #: 11-04-32-100-002.000-007; 11-04-32-200-004.000-007;
11-04-32-100-006.000-007

The property is located in Clay County at 390 E State Road 42, Brazil, Indiana 47834. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$2,000,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated September 8, 2021, from Mortgagor to Lender, with a loan amount of \$303,750.00 and maturing on September 8, 2036.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant,

Linda Kaye Walters
Indiana Mortgage

IN/4XXX35500000000002577073N

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bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to

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perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary

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termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Erosion. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the

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Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or

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(3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and

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charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisal relating to the Property.

22. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

23. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument constitutes a financing statement and is to be recorded in the real estate records.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

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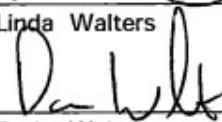
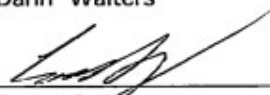
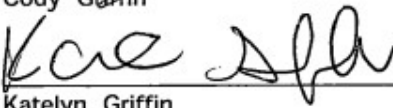
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28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

	Date <u>9/8/21</u>
Linda Walters	
	Date <u>9/8/21</u>
Darin Walters	
	Date <u>9/8/21</u>
Cody Griffin	
	Date <u>9/8/21</u>
Katelyn Griffin	

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ACKNOWLEDGMENT.

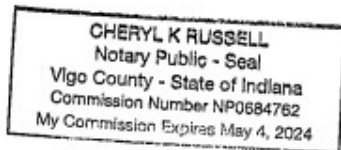
State Indiana OF County OF Vigo ss.
Before me, Cheryl K Russell, a Notary Public this
8th day of September, 2021, Linda Walters, Darin
Walters, Cody Griffin, and Katelyn Griffin, acknowledged the execution of the
annexed instrument.

My commission expires:

(Notary Public)

Cheryl K Russell

(Notary's County)



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.

Name: [Signature]
Josh Wells, VP, Commercial / Ag Lender

This instrument was prepared by Joshua L Wells, VP Commercial/Ag Lender, First
Farmers Bank & Trust, , , IN

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Exhibit "A"
LEGAL DESCRIPTION

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

Part of Section Thirty-Two (32), Township 12 North, Range 6 West of the Second Principal Meridian in Jackson Township, Clay County, Indiana, consisting of approximately 49.88 acres in total, more particularly described as follows:

The Northwest quarter of the Northeast quarter of the said section Thirty-Two (32), containing forty (40) acres, more or less.

Also, part of the Northeast Quarter of the Northwest Quarter of the said Section 32, more particularly, described as follows:

Beginning at a mag nail marking the Northeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence South 00 degrees 41 minutes 32 seconds West with the East Line of the Northeast Quarter of the Northwest Quarter of said Section, 1313.93 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North 89 degrees 05 minutes 34 seconds West with the South Line of the Northeast Quarter of the Northwest Quarter of said Section, 316.63 feet to a capped rebar (The term "capped rebar" refers to a 5/8" diameter rebar with plastic cap on top of it inscribed "Sheppard LS or PS#20100021".); thence North 00 degrees 18 minutes 51 seconds West, 1310.51 feet to a mag nail on the North Line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 degrees 43 minutes 08 seconds East with the North Line of the Northeast Quarter of the Northwest Quarter of said Section, 339.66 feet to the Point of Beginning and containing 9.88 acres, more or less.

Also, part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West, more particularly described as follows;

Beginning at a pont [sic] [recte point] 992 feet west of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section of Section 32, Township 12 North, Range 6 West; thence south 11 degrees 14 minutes west 80 feet; thence south 17 degrees 25 minutes east 96 feet; thence south 23 degrees 51 minutes east 82 feet; thence south 32 degrees 30 minutes east 74 feet; thence south 59 degrees 20 minutes east 22 feet; thence south 73 degrees 42 minutes east 104 feet; thence south 38 degrees 41 minutes west 30 feet; thence south 76 degrees 33 minutes west 85 feet; thence north 81 degrees 40 minutes west 84 feet; thence north 49 degrees 50 minutes west 164 feet; thence north 14 degrees 11 minutes west 64 feet; thence north 26 degrees 53 minutes west 60 feet; thence north 83 degrees 40 minutes west 185 feet or to a point on the west line of said quarter, quarter section; thence north along the west line 155 feet, more or less to the northwest corner, thence east along the north line 328 feet to the point of beginning, containing 2 acres, more or less. (Description Furnished)

Parcel Numbers: 11-04-32-100-002.000-007, 11-04-32-200-004.000-007 and 11-04-32-100-006.000-007

Commonly known as: 390 E State Road 42, Brazil IN 47834

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202300001865

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
06/28/2023 09:33:19 AM
PR 25.00
OR Book 216 Page 2644
Number of Pages: 2

PARTIAL RELEASE OF MORTGAGE

For value received, the lien of the mortgage executed by Linda Walters and Darin Walters and Cody Griffin and Katelyn Griffin to First Farmers Bank & Trust, on the 8th day of September, 2021 and recorded in Instrument No. 202100003926, in the records of the Clay County Recorder, State of Indiana, is hereby partially released, but only as to the following described real estate, to wit:

SEE ATTACHED EXHIBIT A

As to the remaining real estate described in the said mortgage, said lien shall remain in full force and effect.

In witness whereof said First Farmers Bank & Trust has hereunto caused its' name to be signed and its' seal to be affixed this 12th day of June, 2023.

FIRST FARMERS BANK & TRUST


Ruth A. Glassburn, Sr. Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MIAMI)

Before me, a Notary Public in and for said County and State this 12th day of June, 2023, personally appeared Ruth A Glassburn, Sr. Vice President of First Farmers Bank & Trust who acknowledged the execution of the foregoing instrument.


NOTARY PUBLIC

KAITLIN S. SMITH
Notary Public, State of Indiana
Grant County
Commission # 707399
My Commission Expires
November 8, 2025



This instrument prepared by Ruth A Glassburn, Sr. Vice President, of First Farmers Bank & Trust, 123 N. Jefferson Street, Converse, Indiana, 46919. (765)395-3316.

"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." Ruth A Glassburn

RETURN TO: Commercial Processors, First Farmers Bank & Trust, P.O. Box 690, 123 N Jefferson St, Converse, IN 46919-0690

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202300001865	OR 216	2645

EXHIBIT “A”

Part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 12 North, Range 6 West, more particularly, described as follows: Beginning at a mag nail marking the Northeast Corner of the Northeast Quarter of the Northwest quarter of said Section; thence South 00 degrees 41 minutes 32 seconds West with the East Line of the Northeast Quarter of the Northwest Quarter of said Section, 1313.93 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North 89 degrees 05 minutes 34 seconds West with the South Line of the Northeast Quarter of the Northwest Quarter of said Section, 316.63 feet to a capped rebar (The term "capped rebar" refers to a 5/8" diameter rebar with plastic cap on top of it inscribed "Sheppard LS or PS#20100021"); thence North 00 degrees 18 minutes 51 seconds West, 1310.51 feet to a mag nail on the North Line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 degrees 43 minutes 08 seconds East with the North Line of the Northeast Quarter of the Northwest Quarter of said Section 339.66 feet to the Point of Beginning and containing 9.88 acres, more or less.

Instrument Book Page
202400000991 OR 222 2181

202400000991

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
04/11/2024 10:26:06 AM
MTG 55.00
OR Book 222 Page 2181
Number of Pages: 13

When recorded, return to:
First Farmers Bank & Trust
ATTN: Mortgage Closing Department
101 W. Sycamore St.
Kokomo, IN 46901

[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 April 5, 2024, together with all Riders to this document.

(B) "Borrower" is DARIN WALTERS, LINDA WALTERS, CODY GRIFFIN AND KATELYN GRIFFIN, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is First Farmers Bank & Trust.

Lender is a State Bank,
Indiana.

organized and existing under the laws of
Lender's address is 123 N. Jefferson St., Converse, IN 46919.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 5, 2024. The Note states that Borrower owes Lender FIVE HUNDRED THIRTY ONE THOUSAND AND NO/100***** Dollars (U.S. \$531,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2054.

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

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01
ICE Mortgage Technology, Inc. Page 1 of 9

Initials: KG CL DW
INUDEED 1016
INUDEED (CLS)
04/02/2024 05:02 AM PST



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202400000991	OR 222	2182

(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]:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION THIRTY-TWO (32), CONTAINING FORTY (40) ACRES, MORE OR LESS.

APN #: 11-04-32-100-002.000-007

Corrected Legal Description: The Northwest quarter of the Northeast quarter of the said section Thirty-two (32), township Twelve (12) North, range Six (6) West, containing forty (40) acres, more or less

which currently has the address of **426 E STATE ROAD 42, Brazil,**

[Street] [City]

Indiana **47834-7964** ("Property Address"): [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 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

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ICE Mortgage Technology, Inc. Page 2 of 9

Form 3015 1/01

Initials: *KG/GW*
INUED 1016
INUED (CLS)
04/02/2024 05:02 AM PST



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 sen-



tences 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:



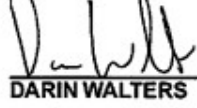
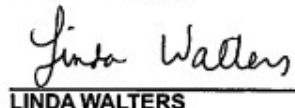
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (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.



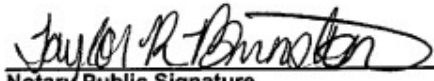
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 CODY GRIFFIN	4/5/24 DATE	(Seal)
 KATELYN GRIFFIN	4/5/24 DATE	(Seal)
 DARIN WALTERS	4/5/24 DATE	(Seal)
 LINDA WALTERS	4/5/24 DATE	(Seal)

State of INDIANA
County of CLAY

This record was acknowledged before me on this 5th day of APRIL, 2024 by CODY GRIFFIN AND KATELYN GRIFFIN AND DARIN WALTERS AND LINDA WALTERS.

My commission expires: 03/29/2031
Commissioned in Vigo county.


Notary Public Signature

Lender: First Farmers Bank & Trust
NMLS ID: 478756
Loan Originator: Jennifer S Crews
NMLS ID: 636202



Taylor R Brinston, Notary Public
Vigo County, State of Indiana
Commission No: NP0747912
My Commission Expires 03/29/2031



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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.

Sharon McGibbon
SHARON MCGIBBON

THIS DOCUMENT WAS PREPARED BY:
SHARON MCGIBBON
FIRST FARMERS BANK & TRUST CO.
101 W. SYCAMORE ST.
KOKOMO, IN 46901
765-252-1738

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01
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FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index – Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **5th** day of **April, 2024** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **First Farmers Bank & Trust, a State Bank**

("Lender") of the same date and covering the property described in the Security Instrument and located at: **426 E STATE ROAD 42, Brazil, IN 47834-7964.**

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **9.000 %**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the **1st** day of **May, 2030**, and the adjustable interest rate I will pay may change on that day every **12th** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

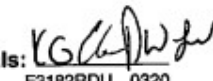
If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **FOUR** percentage points (**4.000 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will

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then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.000 %** or less than **7.000 %**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than

TWO percentage points (**2.000 %**) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **14.000 %**. **My interest rate will never be less than the margin or 4.000 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

- (1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.
- (2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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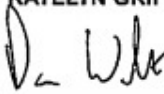
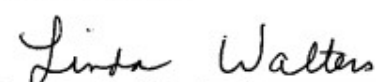
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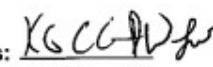
If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

	4/5/24 (Seal)
CODY GRIFFIN	DATE
	4/5/24 (Seal)
KATELYN GRIFFIN	DATE
	4/5/24 (Seal)
DARIN WALTERS	DATE
	4/5/24 (Seal)
LINDA WALTERS	DATE

MULTISTATE FIXED/ADJUSTABLE RATE RIDER – ONE-YEAR TREASURY INDEX – Single Family
Fannie Mae Uniform Instrument Form 3182 1/01 (rev. 2/20)
ICE Mortgage Technology, Inc.

Page 4 of 4

Initials: 
F3182RDU 0320
F3182RLU (CLS)
04/02/2024 05:02 AM PST



Instrument 202200001341 Book OR 207 Page 1792



DocId:8025212
Tx:4019585

202200001341

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
04/22/2022 10:59:29 AM
ESMT 25.00
OR Book 207 Page 1792
Number of Pages: 7

Prior Deed Reference: Corporate Warranty Deed, Document No. 2021 0000 Recorded on 9/21/2021 in the Office of the
Recorder of Clay County, Indiana. 3925

UTILITY EASEMENT

Darin Walters
Linda Walters
Cody and Katelyn Griffin

This Utility Easement made and entered into this 22 day of April, 2022 by and between, Cody and Katelyn Griffin ("Grantor"), and Utilities District of Western Indiana Rural Electric Membership Corporation, an Indiana rural electric membership corporation under Ind. Code Sec. 8-1-13, *et. seq.*, as amended from time to time, with its principal place of business being P.O. Box 427, 1666 West State Road 54, Bloomfield, Indiana, 47424 and its successors and assigns (hereinafter referred to as "Grantee"),

For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Grantee a fifty-foot wide permanent, perpetual, assignable, and transferable, non-exclusive right-of-way and utility easement for utility and access purposes, including, but not limited to, the distribution and/or transmission of electricity, telecommunications, data, video, and other communications, together with the right of Grantee to locate, relocate, construct, reconstruct, erect, operate, use, repair, maintain, add, renew, remove, inspect and patrol, at any and all times, all necessary or useful facilities and equipment with respect to the distribution or transmission thereof (all of the foregoing collectively referred to as "Grantee's Facilities") in, on, under, through and across Grantor's real estate located in Jackson Township, Clay County, State of Indiana, recorded in Instrument [or Document] Number 2021 0000, in the Clay County Recorder's office (the "Real Estate"), said easement being more particularly described and depicted] on Exhibit A, attached hereto and made a part hereof (the "Easement"). 3925

Together with the right, twenty-four hours a day, seven days a week, to ingress and egress to and from the above-described Easement over and across the Real Estate by means of roads and lanes on such property, if there are such, otherwise by such route or routes as shall cause the least damage and inconvenience to Grantor. Grantor acknowledges that any of Grantee's Facilities and/or personal property which Grantee places on or affixes to the Easement shall remain the property of Grantee at all times and may be removed by Grantee; the right, from time to time, to remove, control or eliminate by chemical means, any trees, overhanging branches, brush and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the Premises on either side, obstacles or obstructions, including trees, from the Easement that now or hereafter, in the sole opinion of Grantee, may endanger the safety or reliability of Grantee's Facilities or may otherwise interfere with Grantee's use or enjoyment of the Easement; and, the right to assign, license, lease and transfer this Utility Easement, and all rights conveyed to Grantee herein, in whole or in part, at any time without further consent of Grantor.

Grantor warrants and covenants that Grantor is the owner of the Real Estate and that the Real Estate is free and clear of any easement, encumbrance, lien or interest that would nullify or impair this grant of easement and right-of-way or interfere with Grantee's use of the same. Grantor reserves the right to use the Easement for any and all purposes not inconsistent with this grant of easement and right-of-way; provided, however, that Grantor shall not cause or permit any obstruction of or interference with the use of such easement and right-of-way for the purposes stated herein.

This Easement shall be binding on Grantor's and Grantee's respective successors, assigns, transferees, agents, employees, contractors, representatives, heirs, lessees and licensees. Grantor hereby consents and agrees that this Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of the Grantor. This instrument contains all the terms and conditions of this Easement, expressed or implied, between

Instrument Book Page
202200001341 OR 207 1793

the parties hereto and supercedes all prior discussions or agreements with respect to this Easement.

IN WITNESS WHEREOF, the said Grantor has hereunto set _____ hand(s) and seals(s) the day and year first written above.

Signature *Don Walters*
Printed Don Walters
Don Walters

Signature *Kate Griffin*
Printed Kate Griffin
Kate Griffin

STATE OF INDIANA)
COUNTY OF Clay)) SS:

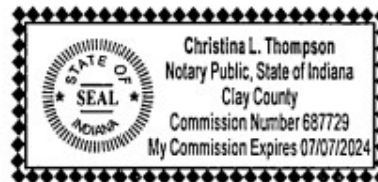
Before me, a Notary Public in and for said County and State, personally appeared [name] or [name, title for organization name] who, being duly sworn upon his oath acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 22 day of April, 2022
Christina L Thompson
Christina L Thompson, Notary Public

My Commission Expires:

7-7-2024

[Certificate of Proof]



This document prepared by James A.L. Buddenbaum, Esq., 251 North Illinois Street, Suite 1800, Indianapolis, IN 46250.

I affirm, under the penalties for perjury, that I have take reasonable care to redact each social security number in this document, unless required by law. James A.L. Buddenbaum

Page 2

Instrument 202100003925 OR 202 Book 202 Page 238



Tx:14016371

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 21 DAY OF Sept 20 21

Auditor Clay County
By Jennifer M. Slater

202100003925

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER
09/21/2021 12:51:03 PM
CMD 25.00

OR Book 202 Page 238
Number of Pages: 5

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that **Ronald B. and Jennifer Q. Shoup Family Farm, Inc.**, an Indiana for-profit corporation, and **Cheek LLC**, an Indiana limited liability company, as equal tenants in common ("Grantors"), CONVEY AND WARRANT to **Darin Walters, Linda Walters, Cody Griffin and Katelyn Griffin**, as joint tenants with rights of survivorship ("Grantees"), adult individuals, for the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Clay County, in the State of Indiana:

Part of Section Thirty-Two (32), Township 12 North, Range 6 West of the Second Principal Meridian in Jackson Township, Clay County, Indiana, consisting of approximately 49.88 acres in total, more particularly described as follows:

The Northwest quarter of the Northeast quarter of the said section Thirty-Two (32), containing forty (40) acres, more or less.

Also, part of the Northeast Quarter of the Northwest Quarter of the said Section 32, more particularly, described as follows:

Beginning at a mag nail marking the Northeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence South 00 degrees 41 minutes 32 seconds West with the East Line of the Northeast Quarter of the Northwest Quarter of said Section, 1313.93 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North 89 degrees 05 minutes 34 seconds West with the South Line of the Northeast Quarter of the Northwest Quarter of said Section, 316.63 feet to a capped rebar (The term "capped rebar" refers to a 5/8" diameter rebar with plastic cap on top of it inscribed "Sheppard LS or PS#20100021"); thence North 00 degrees 18 minutes 51 seconds West, 1310.51 feet to a mag nail on the North Line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 degrees 43 minutes 08 seconds East with the North Line of the Northeast Quarter of the Northwest Quarter of said Section, 339.66 feet to the Point of Beginning and containing 9.88 acres, more or less.

A.O.

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202100003925	OR 202	239

Also, part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West, more particularly described as follows:

Beginning at a pont [*sic*] [*recte* point] 992 feet west of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West; thence south 11 degrees 14 minutes west 80 feet; thence south 17 degrees 25 minutes east 96 feet; thence south 23 degrees 51 minutes east 82 feet; thence south 32 degrees 30 minutes east 74 feet; thence south 59 degrees 20 minutes east 22 feet; thence south 73 degrees 42 minutes east 104 feet; thence south 38 degrees 41 minutes west 30 feet; thence south 76 degrees 33 minutes west 85 feet; thence north 81 degrees 40 minutes west 84 feet; thence north 49 degrees 50 minutes west 164 feet; thence north 14 degrees 11 minutes west 64 feet; thence north 26 degrees 53 minutes west 60 feet; thence north 83 degrees 40 minutes west 185 feet or to a point on the west line of said quarter, quarter section; thence north along the west line 155 feet, more or less to the northwest corner; thence east along the north line 328 feet to the point of beginning, containing 2 acres, more or less. (*Description Furnished*)

And commonly known as: 390 E. State Rd. 42
Brazil, IN 47834

Parcel ID Numbers: 11-04-32-100-002.000-007
11-04-32-200-004.000-007
11-04-32-100-006.000-007

SUBJECT TO all taxes and assessments due and payable.

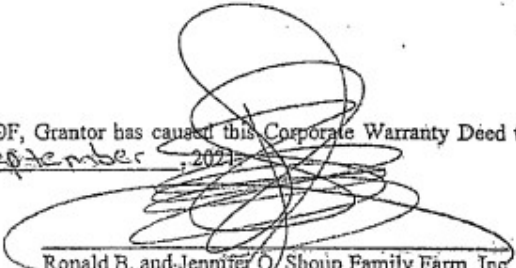
SUBJECT TO any and all restrictions, conditions, covenants, easements, encroachments (visible or of record), roadways, rights-of-way, liens, encumbrances, agreements and other matters of record.

MEMO: Both of the undersigned persons executing this Corporate Warranty Deed on behalf of Grantors represent and certify that they have been fully empowered, by proper resolution of each of Grantors' respective board of directors or managing member(s), to execute and deliver this instrument; that Grantors have full capacity to convey the above-described real estate; and that all necessary action for the making of such conveyance has been taken and done.

A.O.

Instrument	Book	Page
20220001341	OR 202	179
20210003925	OR 202	248

IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this 3 day of September, 2021.


Ronald B. and Jennifer Q. Shoup Family Farm, Inc.
By: Ronald B. Shoup, Vice President

STATE OF Florida
COUNTY OF Palm Beach

Before me, a Notary Public in and for said County and State, personally appeared Ronald B. and Jennifer Q. Shoup Family Farm, Inc., by Ronald B. Shoup, Vice President, who acknowledged the execution of the foregoing Corporate Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

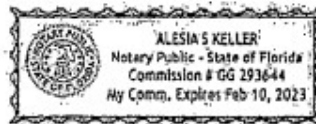
WITNESS my hand and Notarial Seal this 3 day of September, 2021.


Notary Public

Alesia S. Keller
Printed Name

My Commission Expires: 02/20/2023

My County of Residence: Palm Beach



{additional signature page follows}

A.O.

Instrument	Book	Page
202200001341	OR 202	1297
Instrument	Book	Page
202100003925	OR 202	241

IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this 3 day of SEPT., 2021.

Jon W. Check
 Check LLC
 By: Jon W. Check, Member

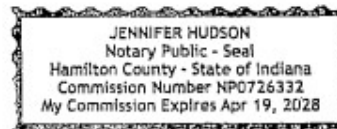
STATE OF INDIANA)
) SS:
 COUNTY OF HAMILTON)

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

WITNESS my hand and Notarial Seal this 3 day of September, 2021, 2021.

Jennifer W. Hudson
 Notary Public
Jennifer W. Hudson
 Printed Name

My Commission Expires: Apr 19, 2028
 My County of Residence: HAMILTON



A.O.

Instrument	Book	Page
202100003925	OR 202	242

Return Recorded Deed To: Integrity Title 1532 Walsh Ave. Terre Haute, IN 47807
Send Tax Bills To: 390 E & R 42 Brazil, IN 47834

This instrument was prepared by: Brock E. Dalton, Attorney No. 29882-49, Dalton Law Office, 1605 E. National Ave., Brazil, IN 47834. 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. Brock E. Dalton. (Reference/File No. 21 0778C)

A.O. |

Instrument 202200003912 Book OR 212 Page 1047



DocId:8028391

Tx:4021737

202200003912

Filed for Record in
CLAY COUNTY INDIANA
PATRICIA NICHOLE KELLER

11/09/2022 03:13:44 PM

ESMT 30.00

OR Book 212 Page 1047

Number of Pages: 8

Prior Deed Reference Cor WS Deed, Document No. 2021 0000 3925, recorded on 9/21/2021 in the Office of the Recorder of Clay County, Indiana.

UTILITY EASEMENT

This Utility Easement made and entered into this 9th day of November 2022 by and between, Darint Linda Walters, Cody & Katelyn Griffin (Grantor), and Utilities District of Western Indiana Rural Electric Membership Corporation, an Indiana rural electric membership corporation under Ind. Code Sec. 8-1-13, *et. seq.*, as amended from time to time, with its principal place of business being P.O. Box 427, 1666 West State Road 54, Bloomfield, Indiana, 47424 and its successors and assigns (hereinafter referred to as "Grantee"),

For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Grantee a fifty-foot wide permanent, perpetual, assignable, and transferable, non-exclusive right-of-way and utility easement for utility and access purposes, including, but not limited to, the distribution and/or transmission of electricity, telecommunications, data, video, and other communications, together with the right of Grantee to locate, relocate, construct, reconstruct, erect, operate, use, repair, maintain, add, renew, remove, inspect and patrol, at any and all times, all necessary or useful facilities and equipment with respect to the distribution or transmission thereof (all of the foregoing collectively referred to as "Grantee's Facilities") in, on, under, through and across Grantor's real estate located in Sackson Township, Clay County, State of Indiana, recorded in Instrument [or Document] Number 20210000 3925, in the Clay County Recorder's office (the "Real Estate"), said easement being more particularly described and depicted] on Exhibit A, attached hereto and made a part hereof (the "Easement").

Together with the right, twenty-four hours a day, seven days a week, to ingress and egress to and from the above-described Easement over and across the Real Estate by means of roads and lanes on such property, if there are such, otherwise by such route or routes as shall cause the least damage and inconvenience to Grantor. Grantor acknowledges that any of Grantee's Facilities and/or personal property which Grantee places on or affixes to the Easement shall remain the property of Grantee at all times and may be removed by Grantee; the right, from time to time, to remove, control or eliminate by chemical means, any trees, overhanging branches, brush and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the Premises on either side, obstacles or obstructions, including trees, from the Easement that now or hereafter, in the sole opinion of Grantee, may endanger the safety or reliability of Grantee's Facilities or may otherwise interfere with Grantee's use or enjoyment of the Easement; and, the right to assign, license, lease and transfer this Utility Easement, and all rights conveyed to Grantee herein, in whole or in part, at any time without further consent of Grantor.

Grantor warrants and covenants that Grantor is the owner of the Real Estate and that the Real Estate is free and clear of any easement, encumbrance, lien or interest that would nullify or impair this grant of easement and right-of-way or interfere with Grantee's use of the same. Grantor reserves the right to use the Easement for any and all purposes not inconsistent with this grant of easement and right-of-way; provided, however, that Grantor shall not cause or permit any obstruction of or interference with the use of such easement and right-of-way for the purposes stated herein.

This Easement shall be binding on Grantor's and Grantee's respective successors, assigns, transferees, agents, employees, contractors, representatives, heirs, lessees and licensees. Grantor hereby consents and agrees that this Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of the Grantor. This instrument contains all the terms and conditions of this Easement, expressed or implied, between

Instrument Book Page
202200003912 OR 212 1048

the parties hereto and supercedes all prior discussions or agreements with respect to this Easement.

IN WITNESS WHEREOF, the said Grantor has hereunto set unto our hand(s) and seals(s) the day and year first written above.

Signature [Signature] [Signature]

Printed Danielle Walters Linda Walters

Signature [Signature] [Signature]

Printed Cody Griffin Kate Griffin

STATE OF INDIANA)
COUNTY OF Clay) SS:

Before me, a Notary Public in and for said County and State, personally appeared [name] or [name, title for organization name] who, being duly sworn upon his oath acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 9th day of November, 2022

Ramona K. Mager
Ramona K. Mager, Notary Public

My Commission Expires:

12-06-2024

[Certificate of Proof]



This document prepared by James A.L. Buddenbaum, Esq., 251 North Illinois Street, Suite 1800, Indianapolis, IN 46250.

I affirm, under the penalties for perjury, that I have take reasonable care to redact each social security number in this document, unless required by law. James A.L. Buddenbaum

Page 2

Instrument	Book	Page
202200003912	OR 212	1049



DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 21 DAY OF Sept 20 21

Auditor Clay County

By

Jennifer M. Slater

Instrument
202100003925
Book
OR 202
Page
1038
238

8-0-2-019-7-0
Tx:4016371

202100003925

Filed for Record in
CLAY COUNTY INDIANA

PATRICIA NICHOLE KELLER

09/21/2021 12:51:03 PM

CMD 25.00
OR Book 202 Page 238
Number of Pages: 5

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that Ronald B. and Jennifer Q. Shoup Family Farm, Inc., an Indiana for-profit corporation, and Cheek LLC, an Indiana limited liability company, as equal tenants in common ("Grantors"), CONVEY AND WARRANT to Darin Walters, Linda Walters, Cody Griffin and Katelyn Griffin, as joint tenants with rights of survivorship ("Grantees"), adult individuals, for the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Clay County, in the State of Indiana:

Part of Section Thirty-Two (32), Township 12 North, Range 6 West of the Second Principal Meridian in Jackson Township, Clay County, Indiana, consisting of approximately 49.88 acres in total, more particularly described as follows:

The Northwest quarter of the Northeast quarter of the said section Thirty-Two (32), containing forty (40) acres, more or less.

Also, part of the Northeast Quarter of the Northwest Quarter of the said Section 32, more particularly, described as follows:

Beginning at a mag nail marking the Northeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence South 00 degrees 41 minutes 32 seconds West with the East Line of the Northeast Quarter of the Northwest Quarter of said Section, 1313.93 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North 89 degrees 05 minutes 34 seconds West with the South Line of the Northeast Quarter of the Northwest Quarter of said Section, 316.63 feet to a capped rebar (The term "capped rebar" refers to a 5/8" diameter rebar with plastic cap on top of it inscribed "Sheppard LS or PS#20100021"); thence North 00 degrees 18 minutes 51 seconds West, 1310.51 feet to a mag nail on the North Line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 degrees 43 minutes 08 seconds East with the North Line of the Northeast Quarter of the Northwest Quarter of said Section, 339.66 feet to the Point of Beginning and containing 9.88 acres, more or less.

A.O.

Instrument	Book	Page
202100003925	OR 202	105
202100003925	OR 202	239

Also, part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West, more particularly described as follows:

Beginning at a point [sic] [recte point] 992 feet west of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 6 West; thence south 11 degrees 14 minutes west 80 feet; thence south 17 degrees 25 minutes east 96 feet; thence south 23 degrees 51 minutes east 82 feet; thence south 32 degrees 30 minutes east 74 feet; thence south 59 degrees 20 minutes east 22 feet; thence south 73 degrees 42 minutes east 104 feet; thence south 38 degrees 41 minutes west 30 feet; thence south 76 degrees 33 minutes west 85 feet; thence north 81 degrees 40 minutes west 84 feet; thence north 49 degrees 50 minutes west 164 feet; thence north 14 degrees 11 minutes west 64 feet; thence north 26 degrees 53 minutes west 60 feet; thence north 83 degrees 40 minutes west 185 feet or to a point on the west line of said quarter, quarter section; thence north along the west line 155 feet, more or less to the northwest corner; thence east along the north line 328 feet to the point of beginning, containing 2 acres, more or less. (Description Furnished)

And commonly known as: 390 E. State Rd. 42
Brazil, IN 47834

Parcel ID Numbers: 11-04-32-100-002.000-007
11-04-32-200-004.000-007
11-04-32-100-006.000-007

SUBJECT TO all taxes and assessments due and payable.

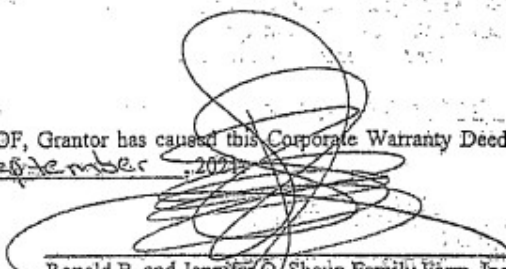
SUBJECT TO any and all restrictions, conditions, covenants, easements, encroachments (visible or of record), roadways, rights-of-way, liens, encumbrances, agreements and other matters of record.

MEMO: Both of the undersigned persons executing this Corporate Warranty Deed on behalf of Grantors represent and certify that they have been fully empowered, by proper resolution of each of Grantors' respective board of directors or managing member(s), to execute and deliver this instrument; that Grantors have full capacity to convey the above-described real estate; and that all necessary action for the making of such conveyance has been taken and done.

A.O.

Instrument	Book	Page
202100003925	OR 202	240

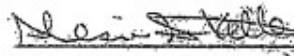
IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this 3 day of September, 2021.


 Ronald B. and Jennifer Q. Shoup Family Farm, Inc.
 By: Ronald B. Shoup, Vice President

STATE OF Florida
 COUNTY OF Palm Beach

Before me, a Notary Public in and for said County and State, personally appeared Ronald B. and Jennifer Q. Shoup Family Farm, Inc., by Ronald B. Shoup, Vice President, who acknowledged the execution of the foregoing Corporate Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

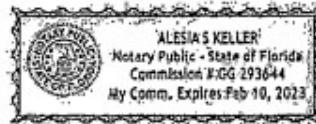
WITNESS my hand and Notarial Seal this 3 day of September, 2021.


 Notary Public

Alesia S. Keller
 Printed Name

My Commission Expires: 02/20/2023

My County of Residence: Palm Beach



[additional signature page follows]

A.O.

Instrument 202100003925 Book 202 Page 241

IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this 3 day of SEPT, 2021.

Jon W. Cheek
Cheek LLC
By Jon W. Cheek, Member

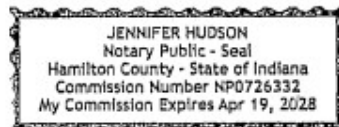
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON

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

WITNESS my hand and Notarial Seal this 3 day of September, 2021.

Jennifer Hudson
Notary Public
Jennifer Hudson
Printed Name

My Commission Expires: Apr 19, 2028
My County of Residence: HAMILTON



A.O.

Instrument 202100003925 Book OR 282 Page 185
202100003925 OR 282 242

INSTRUMENT NO. 202100003925
BOOK OR 282 PAGE 185
FILED IN CLAY COUNTY, INDIANA
RECORDED BY CLAY COUNTY CLERK
DATE 04/29/2025

Return Recorded Deed To: Integrity Title 1532 Wabash Ave. Terre Haute, IN 47807
Send Tax Bills To: 390 E 8 R 42 Brazil, IN 47834

This instrument was prepared by: Brock E. Dalton, Attorney No. 29882-49, Dalton Law Office, 1605 E. National Ave., Brazil, IN 47834. 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. Brock E. Dalton. (Reference/File No. 21 0778C)

A.O. |

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
05/20/2024	04/10/2024	202400001331	RELEASE	GRIFFIN KATELYN		GRANTEE
04/11/2024	04/05/2024	202400000991	MORTGAGE	GRIFFIN KATELYN		GRANTOR
06/28/2023	06/12/2023	202300001865	PARTIAL ...	GRIFFIN KATELYN		GRANTEE
11/09/2022	11/07/2022	202200003912	EASEMENT	GRIFFIN KATELYN		GRANTOR
10/26/2022	10/24/2022	202200003710	MORTGAGE	GRIFFIN KATELYN		GRANTOR
04/22/2022	04/22/2022	202200001341	EASEMENT	GRIFFIN KATELYN		GRANTOR
09/21/2021	09/08/2021	202100003926	MORTGAGE	GRIFFIN KATELYN		GRANTOR
09/21/2021	09/03/2021	202100003925	CORP WAR...	GRIFFIN KATELYN		GRANTEE



Criteria: Party Name = GRIFFIN CODY

Last Indexed Date: 04/25/2025

Last Verified Date: 04/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
05/20/2024	04/10/2024	202400001331	RELEASE	GRIFFIN CODY		GRANTEE
04/11/2024	04/05/2024	202400000991	MORTGAGE	GRIFFIN CODY		GRANTOR
06/28/2023	06/12/2023	202300001865	PARTIAL ...	GRIFFIN CODY		GRANTEE
11/09/2022	11/07/2022	202200003912	EASEMENT	GRIFFIN CODY		GRANTOR
10/26/2022	10/24/2022	202200003710	MORTGAGE	GRIFFIN CODY		GRANTOR
04/22/2022	04/22/2022	202200001341	EASEMENT	GRIFFIN CODY		GRANTOR
09/21/2021	09/08/2021	202100003926	MORTGAGE	GRIFFIN CODY		GRANTOR
09/21/2021	09/03/2021	202100003925	CORP WAR...	GRIFFIN CODY		GRANTEE

Results found: 8



Displaying page: 1 of 1

Criteria: Party Name = WALTERS DARIN

Last Indexed Date: 04/25/2025

Last Verified Date: 04/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
05/20/2024	04/10/2024	202400001331	RELEASE	WALTERS DARIN		GRANTEE
04/11/2024	04/05/2024	202400000991	MORTGAGE	WALTERS DARIN		GRANTOR
07/14/2023	07/07/2023	202300002048	MORTGAGE	WALTERS DARIN JOE		GRANTOR
06/28/2023	06/12/2023	202300001865	PARTIAL ...	WALTERS DARIN		GRANTEE
11/09/2022	11/07/2022	202200003912	EASEMENT	WALTERS DARIN		GRANTOR
10/26/2022	10/24/2022	202200003710	MORTGAGE	WALTERS DARIN		GRANTOR
04/22/2022	04/22/2022	202200001341	EASEMENT	WALTERS DARIN		GRANTOR
09/21/2021	09/08/2021	202100003926	MORTGAGE	WALTERS DARIN		GRANTOR
09/21/2021	09/03/2021	202100003925	CORP WAR...	WALTERS DARIN		GRANTEE

Results found: 9



Displaying page: 1 of 1

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
05/20/2024	04/10/2024	202400001331	RELEASE	WALTERS LINDA		GRANTEE
04/11/2024	04/05/2024	202400000991	MORTGAGE	WALTERS LINDA		GRANTOR
07/14/2023	07/07/2023	202300002048	MORTGAGE	WALTERS LINDA KAYE		GRANTOR
06/28/2023	06/12/2023	202300001865	PARTIAL ...	WALTERS LINDA		GRANTEE
11/09/2022	11/07/2022	202200003912	EASEMENT	WALTERS LINDA		GRANTOR
10/26/2022	10/24/2022	202200003710	MORTGAGE	WALTERS LINDA		GRANTOR
04/22/2022	04/22/2022	202200001341	EASEMENT	WALTERS LINDA		GRANTOR
09/21/2021	09/08/2021	202100003926	MORTGAGE	WALTERS LINDA		GRANTOR
09/21/2021	09/03/2021	202100003925	CORP WAR...	WALTERS LINDA		GRANTEE



Search Results for:

NAME: Griffin Katelyn (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: Griffin Cody (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: WALTERS DARIN (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: Walters Linda (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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