



LIEN SEARCH Product Cover Sheet

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-02051	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	BENJAMIN C KAPPES AND CHRISTY S KAPPES		
PROPERTY ADDRESS:	4495 WABASH AVE		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

SEARCH INFORMATION

SEARCH DATE:	04/29/2025	EFFECTIVE DATE:	04/28/2025
NAME(S) SEARCHED:	KAPPES, BENJAMIN C KAPPES, CHRISTY S		
ADDRESS/PARCEL SEARCHED:	4495 WABASH AVE, TERRE HAUTE, IN 47803 / 84-07-19-102-007.000-009		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

BENJAMIN C. KAPPES AND CHRISTY S. KAPPES
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COMMENTS:	
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VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	GARRY R. GIBSON AND NIKKI J. GIBSON, HUSBAND AND WIFE
DATED DATE:	11/14/2013	GRANTEE:	BENJAMIN C. KAPPES AND CHRISTY S. KAPPES
BOOK/PAGE:	N/A	RECORDED DATE:	11/18/2013
INSTRUMENT NO:	2013014879		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2025 (SPRING)	TAX YEAR:	2025 (FALL)
TAX AMOUNT:	\$1,218.55	TAX AMOUNT:	\$1,218.55
TAX STATUS:	DUE	TAX STATUS:	DUE
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$135,500.00
DATED DATE:	11/14/2013	RECORDED DATE	11/18/2013
INSTRUMENT NO:	2013014880	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSE - END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	BENJAMIN C KAPPES AND CHRISTY S KAPPES		
LENDER:	MERS AS NOMINEE FOR FIRST OPTION MORTGAGE, LLC, A LIMITED LIABILITY COMPANY		
TRUSTEE:			
COMMENTS:			

FOR PREAMBLE

CITY/TOWNSHIP/PARISH:	LOST CREEK TOWNSHIP
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ADDITIONAL NOTES

NONE

LEGAL DESCRIPTION
LOTS NUMBERED ONE (1) AND TWO (2) IN WOODRIDGE PARK, FIRST SECTION, AN ADDITION TO THE CITY OF TERRE HAUTE, INDIANA, AS RECORDED IN PLAT RECORD 16 PAGE 30, IN THE OFFICE OF THE RECORDER OF VIGO COUNTY, INDIANA.

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID 84-07-19-102-007.000-009
Tax ID 84-07-19-102-007.000-009
Section Plat 19
Routing Number
Neighborhood 120503 - LOST CREEK
Property Address 4495 E Wabash Ave
Terre Haute, IN 47803
Legal Description WOODRIDGE PARK SEC 1 MISC 209/1250 & D-378/895 19-12-8 LOT 2
(Note: Not to be used on legal documents)
Acreage 0.923
Class 510 - Res 1 fam dwelling platted lot
Tax District/Area 009 - LOST CREEK

[View Map](#)



Owner - Auditor's Office

Deeded Owner
[Kappes Benjamin C & Christy S Kappes](#)
4495 Wabash Ave
Terre Haute, IN 47803

Site Description - Assessor's Office

Topography
Public Utilities
Street or Road
Neigh. Life Cycle
Legal Acres 0.923
Legal Sq Ft 40,206

Taxing Rate

4.5337

Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
FRONT LOT		100.000	0.000	111.000	402.000	0.00	1.13		411.00	464.43	51,550.00	3 -30%	36,090.00

Land Detail Value Sum 36,090.00

Residential Dwellings - Assessor's Office

Card 01
Residential Dwelling 1
Occupancy
Story Height 1.0
Roofing Material: Asphalt shingles
Attic None
Basement Type None
Basement Rec Room None
Finished Rooms 8
Bedrooms 4
Family Rooms 0
Dining Rooms 0
Full Baths 2; 6-Fixt.
Half Baths 1; 2-Fixt.
4 Fixture Baths 0; 0-Fixt.
5 Fixture Baths 0; 0-Fixt.
Kitchen Sinks 1; 1-Fixt.
Water Heaters 1; 1-Fixt.
Central Air Yes
Primary Heat Central Warm Air
Extra Fixtures 0
Total Fixtures 10
Fireplace Yes
Features Masonry fireplace
Masonry stack (IN)
CONCP 200
Roof Extension Canopy 200
Masonry Stoop 28
Yd Item/Spc Fture/Outbldg BRICK 638 SF
Last Updated 8/30/2002

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Brick	1.0	1247	1247
Wood frame	2.0	1247	1247
	Crawl	1247	0
	Total	2494	2494

Improvements - Assessor's Office

Card 01

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL	2		C+2	1980	1980	AV	0.00	MAS, MAS-STK	0	2494	197600	30	0	137	100	189500
G01	ATTGAR		BRICK		0	0	AV	31.91		31.91	22 x 29	20360	0	0	100	100	0

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
11/18/2013	GIBSON GARY & NIKKI J	KAPPES BENJAMIN C & CHRISTY S KAPPES	2013014879	Wa	M	\$138,000	\$138,000

Valuation - Assessor's Office

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ
VALUATION	Land	\$36,100	\$36,100	\$39,600	\$40,900	\$39,400
(Assessed Value)	Improvements	\$189,500	\$180,400	\$164,800	\$151,500	\$151,700
	Total	\$225,600	\$216,500	\$204,400	\$192,400	\$191,100
VALUATION	Land	\$36,100	\$36,100	\$39,600	\$40,900	\$39,400
(True Tax Value)	Improvements	\$189,500	\$180,400	\$164,800	\$151,500	\$151,700
	Total	\$225,600	\$216,500	\$204,400	\$192,400	\$191,100

Deductions - Auditor's Office

Type	Description	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Homestead	Homestead Credit	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplemental HSC	\$67,360.00	\$55,755.00	\$51,555.00	\$51,135.00	\$49,840.00	\$47,250.00

Charges (2021-2025) - Auditor's Office

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

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$1,218.55	\$1,165.42	\$1,103.12	\$1,036.80	\$1,030.09
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$1,218.55	\$1,165.42	\$1,103.12	\$1,036.80	\$1,030.09
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$2,597.03	\$2,368.94	\$2,305.06	\$2,077.05	\$1,845.95
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$2,437.10	\$2,330.84	\$2,206.24	\$2,073.60	\$2,060.18
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$2,330.84)	(\$2,206.24)	(\$2,073.60)	(\$2,060.18)
= Total Due	\$2,437.10	\$0.00	\$0.00	\$0.00	\$0.00

Payments (2021-2025) - Treasurer's Office

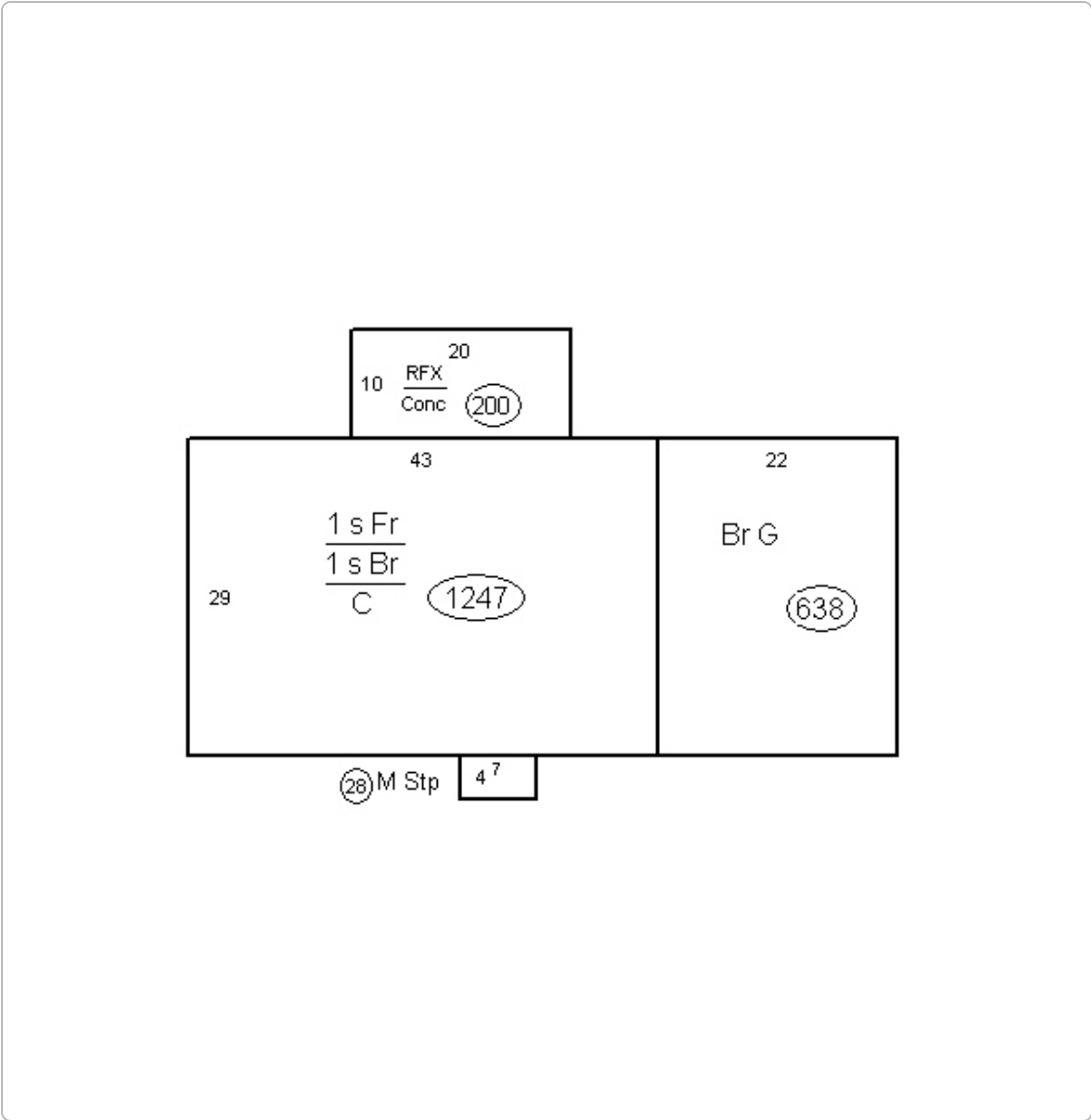
Year	Receipt #	Transaction Date	Amount
2024 Pay 2025			\$0.00
2023 Pay 2024	2488298	11/7/2024	\$1,165.42
2023 Pay 2024	2437247	5/6/2024	\$1,165.42
2022 Pay 2023	2390288	11/13/2023	\$1,103.12
2022 Pay 2023	2326893	5/3/2023	\$1,103.12
2021 Pay 2022	2271881	10/31/2022	\$1,036.80
2021 Pay 2022	2209035	4/26/2022	\$1,036.80
2020 Pay 2021	2164287	10/29/2021	\$1,030.09
2020 Pay 2021	2106416	4/29/2021	\$1,030.09

Photos - Assessor's Office





Sketches - Assessor's Office



Property Record Card

Property Record Card (PDF)

Form 11[Form 11 \(PDF\)](#)**Map**

No data available for the following modules: Farm Land Computations - Assessor's Office, Transfer Recording - Auditor's Office, Homestead Allocations - Assessor's Office, Property History, Exemptions - Auditor's Office.

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LowTaxInfo

**4495 E Wabash Ave**

Terre Haute, IN 47803

Kappes Benjamin C & Christy S**Kappes**4495 Wabash Ave
Terre Haute, IN 47803**Spring Due by 05/12/2025: \$1,218.55****Fall Due by 11/10/2025: \$1,218.55****\$2,437.10**

Total Due ⓘ

Property Information

Tax Year/Pay Year

2024 / 2025

Parcel Number

84-07-19-102-007.000-009

Duplicate Number

1070997

Property Type

Real

Tax Unit / Description

9 - Terre Haute City Lost Creek To

Property ClassRESIDENTIAL ONE FAMILY DWELLING ON A
PLATTED LOT**Mortgage Company**

Corelogic

Mtg Company Last Changed

03/27/2024

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

Legal Description**Note: Not to be used on legal documents**WOODRIDGE PARK SEC 1 MISC 209/1250 & D-
378/895 19-12-8 LOT 2**Section-Township-Range**

19, 12, 08

Parcel Acres

No Info

Lot Number

2

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$1,218.55	\$0.00	\$1,218.55
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$1,218.55	\$0.00	\$1,218.55
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:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$2,597.03	\$0.00	\$2,597.03
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$2,437.10
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$2,437.10
Receipts:			\$0.00
Total Due:			\$2,437.10
Surplus Transfer:			\$0.00

	Tax Bill	Adjustments	Balance
Account Balance:			\$2,437.10

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	\$1,218.55	\$1,218.55	\$0.00	\$2,437.10	\$0.00
2024	\$1,165.42	\$1,165.42	\$0.00	\$2,330.84	\$2,330.84
2023	\$1,103.12	\$1,103.12	\$0.00	\$2,206.24	\$2,206.24
2022	\$1,036.80	\$1,036.80	\$0.00	\$2,073.60	\$2,073.60
2021	\$1,030.09	\$1,030.09	\$0.00	\$2,060.18	\$2,060.18
2020					
2019					

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$216,400	\$225,500
1b. Gross assessed value of all other residential property	\$0	\$100
1c. Gross assessed value of all other property	\$100	\$0
2. Equals total gross assessed value of property	\$216,500	\$225,600
2a. Minus deductions	(\$115,360)	(\$114,562)
3. Equals subtotal of net assessed value of property	\$101,140	\$111,038
3a. Multiplied by your local tax rate	4.6468	4.5337
4. Equals gross tax liability	\$4,699.78	\$5,034.13
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$2,368.94)	(\$2,597.03)
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	\$2,330.84	\$2,437.10

Assessed Values as of 01/01/2024

Land Value	\$36,100
Improvements	\$189,500

Exemptions / Deductions

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$66,562.00
Count: 2	\$114,562.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property


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

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
No data					

COUNTY: 84-Vigo

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 84-07-19-102-007.000-009	DUPLICATE NUMBER 1070997	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 Terre Haute City Lost Creek To	LEGAL DESCRIPTION WOODRIDGE PARK SEC 1 MISC 209/1250 & D-378/895		
PROPERTY ADDRESS 4495 E Wabash Ave, Terre Haute IN 47803			
			SPRING AMOUNT DUE by May 12, 2025 \$1,218.55

Kappes Benjamin C & Christy S Kappes
4495 Wabash Ave
Terre Haute IN 47803-1437


Office Phone: (812) 462-3251
Pay Online at: www.LowTaxInfo.com
Pay By Phone: 812-645-4779
Remit Payment and Make Check Payable to:
Vigo County Treasurer
191 Oak Street
Terre Haute IN 47807

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COUNTY: 84-Vigo

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 84-07-19-102-007.000-009	DUPLICATE NUMBER 1070997	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 Terre Haute City Lost Creek To	LEGAL DESCRIPTION WOODRIDGE PARK SEC 1 MISC 209/1250 & D-378/895		
PROPERTY ADDRESS 4495 E Wabash Ave, Terre Haute IN 47803			
			FALL AMOUNT DUE by November 10, 2025 \$1,218.55

Kappes Benjamin C & Christy S Kappes
4495 Wabash Ave
Terre Haute IN 47803-1437

Office Phone: (812) 462-3251
Pay Online at: www.LowTaxInfo.com
Pay By Phone: 812-645-4779
Remit Payment and Make Check Payable to:
Vigo County Treasurer
191 Oak Street
Terre Haute IN 47807

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COUNTY: 84-Vigo

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 84-07-19-102-007.000-009	DUPLICATE NUMBER 1070997	TAX YEAR 2024 Payable 2025	DUE DATES
TAXING UNIT NAME Terre Haute City Lost Creek To	LEGAL DESCRIPTION WOODRIDGE PARK SEC 1 MISC 209/1250 & D-378/895		SPRING - May 12, 2025 FALL - November 10, 2025

DATE OF STATEMENT: 04/29/2025

TOTAL DUE FOR 2024 PAY 2025: \$2,437.10

PROPERTY ADDRESS 4495 E Wabash Ave, Terre Haute IN 47803	
PROPERTY TYPE Real	TOWNSHIP: Lost Creek Township
ACRES 0.0000	

Kappes Benjamin C & Christy S Kappes
4495 Wabash Ave
Terre Haute IN 47803-1437

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$1,218.55	\$1,218.55
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	\$1,218.55	\$1,218.55
Payment Received	\$0.00	\$0.00
Balance Due	\$1,218.55	\$1,218.55

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SPECIAL MESSAGE TO PROPERTY OWNER

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

TAXPAYER AND PROPERTY INFORMATION

<u>Taxpayer Name</u> Kappes Benjamin C & Christv S Kappes 4495 Wabash Ave Terre Haute IN 47803-1437	<u>Address</u> 4495 E Wabash Ave Terre Haute IN 47803	<u>Date of Notice</u> April 29, 2025 <u>Duplicate Number</u> 1070997	<u>Parcel Number</u> 84-07-19-102-007.000-009 <u>Tax ID Number</u> 84-07-19-102-007.000-009	<u>Taxing District</u> 009 Terre Haute City Lost Creek To
<u>Legal Description</u> WOODRIDGE PARK SEC 1 MISC 209/1250 & D-378/895	<u>Billed Mortgage Company</u> Corelogic			<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	\$216,400	\$225,500
1b. Gross assessed value of other residential property and farmland	\$0	\$100
1c. Gross assessed value of all other property, including personal property	\$100	\$0
2. Equals total gross assessed value of property	\$216,500	\$225,600
2a. Minus deductions (see Table 5 below)	(\$115,360)	(\$114,562)
3. Equals subtotal of net assessed value of property	\$101,140	\$111,038
3a. Multiplied by your local tax rate	4.6468	4.5337
4. Equals gross tax liability (see Table 3 below)	\$4,699.78	\$5,034.13
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	(\$2,368.94)	(\$2,597.03)
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)	\$2,330.84	\$2,437.10

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	\$2,167.00	\$2,257.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$163.84	\$180.10
Maximum tax that may be imposed under	\$2,330.84	\$2,437.10

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
CITY/TOWN	2.2903	2.2934	\$2,316.41	\$2,546.54	\$230.13	9.93%
COUNTY	0.8841	0.8701	\$894.18	\$966.14	\$71.96	8.05%
LIBRARY	0.1806	0.1778	\$182.66	\$197.43	\$14.77	8.09%
SCHOOL DISTR	0.9793	0.9761	\$990.47	\$1,083.84	\$93.37	9.43%
SPECIAL UNIT	0.2807	0.1855	\$283.90	\$205.98	(\$77.92)	(27.45%)
TOWNSHIP	0.0318	0.0308	\$32.16	\$34.20	\$2.04	6.34%
TOTAL	4.6468	4.5337	\$4,699.78	\$5,034.13	\$334.35	7.11%

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
Homestead Credit	\$48,000	\$48,000
Supplemental HSC	\$67,360	\$66,562
TOTAL DEDUCTIONS	\$115,360	\$114,562

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) 462-3361 or visit www.vigocounty.in.gov. 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.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (812) 462-3358 or www.vigocounty.in.gov.

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) 462-3358.

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).

NOV 18 2013

Timothy M. Segredo
VIGO COUNTY AUDITOR

Mail taxes to:

2013014879 WD \$16.00
11/18/2013 10:58:16A 1 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented


WARRANTY DEED

THIS INDENTURE WITNESSETH, That *Garry R. Gibson and Nikki J. Gibson, Husband and Wife*, of MIAMI DADE County, Florida, convey and warrant to *Benjamin C. Kappes and Christy S. Kappes*, of Vigo County, Indiana, for valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Vigo County, in the State of Indiana, to-wit:

Lots Numbered One (1) and Two (2) in Woodridge Park, First Section, an addition to the City of Terre Haute, Indiana, as recorded in Plat Record 16 Page 30, in the Office of the Recorder of Vigo County, Indiana.

IN WITNESS WHEREOF, The said Garry R. Gibson and Nikki J. Gibson have hereunto set their hands and seals, this 14th day of November, 2013.

x *Garry R. Gibson* (SEAL)
Garry R. Gibson

x *Nikki J. Gibson* (SEAL)
Nikki J. Gibson

STATE OF FLORIDA, MIAMI DADE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County, this 14th day of November, 2013 came Garry R. Gibson and Nikki J. Gibson and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:

Dec. 01, 2013

x *[Signature]*
Notary Public
Resident of MIAMI DADE County, Florida



Heana Estevez
COMMISSION # DD943761
EXPIRES: DEC. 01, 2013
WWW.AARONNOTARY.com

I affirm under penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Gary G. Hanner

THIS INSTRUMENT PREPARED BY Gary G. Hanner, HANNER HANNER & HANNER, Old Parke State Bank Bldg., P.O. Box 122, Rockville, IN 47872 (765) 569-3122.

2013014880 MTC \$26.00
11/18/2013 10:58:16A 7 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented

When recorded, return to:
First Option Mortgage, LLC
Attn: Final Document Department
400 Interstate North Pkwy SE, Suite 1600
Atlanta, GA 30339

Title Order No.: 131816
Escrow No.: Stewart Title Guaranty Insurance
LOAN #: 1313095053

[Space Above This Line For Recording Data]

State of Indiana

MORTGAGE

FHA Case No.
156-1992076-703

MIN: 1004406-0008186449-1

THIS MORTGAGE ("Security Instrument") is given on **November 14, 2013**.
BENJAMIN C KAPPES AND CHRISTY S KAPPES

The Mortgagor is

("Borrower").
"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 3300 S.W. 34th Avenue, Suite 101, Ocala, FL 34474. MERS telephone number is (888) 679-MERS.
First Option Mortgage, LLC, a Limited Liability Company

("Lender") is organized and
existing under the laws of **Georgia**,
and has an address of **400 Interstate North Pkwy SE, Suite 1600, Atlanta, GA 30339**.

Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED AND NO/100******* Dollars (U.S. **\$135,500.00**).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1, 2043**.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 MERS

FHA Indiana Mortgage - 4/96
Ellie Mae, Inc.

Page 1 of 6

Initials: *CSK BCL*
INEFADE 1212
INEFADE
11/13/2013 09:30 AM PST



(solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in **Vigo** County, Indiana:

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

which has the address of **4495 Wabash Ave, Terre Haute,**

Indiana **47803**

("Property Address");

[Street, City],

[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.



In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the fore-



going, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the



6

LOAN #: 1313095053

preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- ☐ Condominium Rider
- ☐ Growing Equity Rider
- ☐ Planned Unit Development Rider
- ☐ Graduated Payment Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Benjamin C Kappes
BENJAMIN C KAPPES

11/14/13 (Seal)
DATE

Christy S Kappes
CHRISTY S KAPPES

11/14/13 (Seal)
DATE

SEE NOTARY ACKNOWLEDGEMENT ON THE FOLLOWING PAGE.



State of INDIANA
County of VIGO SS:

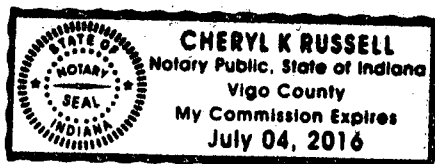
Before me the undersigned, a Notary Public for Vigo (Notary's county of residence) County, State of Indiana, personally appeared BENJAMIN C KAPPES AND CHRISTY S KAPPES, (name of signer), and acknowledged the execution of this instrument this 14th day of November.

My commission expires: July 4, 2016

Cheryl K. Russell
(Notary's signature)

County of residence: Vigo

Cheryl K. Russell
(Printed/typed name), Notary Public



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.

FIRST OPTION MORTGAGE, LLC

THIS DOCUMENT WAS PREPARED BY:
STEPHANIE ZINSMEISTER
FIRST OPTION MORTGAGE, LLC
400 INTERSTATE NORTH PKWY SE, SUITE 1600
ATLANTA, GA 30339

CSK
BCK



Exhibit A

Lots Numbered 1 and 2 in Woodridge Park, First Section, an addition to the City of Terre Haute, Indiana, as recorded in Plat Record 16, page 30, in the Office of the Recorder of Vigo County, Indiana.

Search Results for:

NAME: KAPPES, BENJAMIN (Super Search)

REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 04/28/2025 2:50 PM

Showing 2 results

Filter:

Document Details	County	Date	Type	Name	Legal
2013014879	Vigo	11/18/2013	DEED : WARRANTY DEED	KAPPES, BENJAMIN C Search Search GIBSON, GARRY IL Search GIBSON, NIKKI J Search KAPPES, CHRISTY S	Search Lot 1-2 WOODRIDGE PARK 1ST SEC
2013014880	Vigo	11/18/2013	MORT : MORTGAGE	KAPPES, BENJAMIN C Search Search KAPPES, CHRISTY S Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM Search FIRST OPTION MORTGAGE LLC	Search Lot 1 WOODRIDGE PARK 1ST SEC Search Lot 2 WOODRIDGE PARK 1ST SEC

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Search Results for:

NAME: KAPPES, CHRISTY (Super Search)

REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 04/28/2025 2:50 PM

Showing 2 results

Filter:

Document Details	County	Date	Type	Name	Legal
2013014879	Vigo	11/18/2013	DEED : WARRANTY DEED	KAPPES, CHRISTY S Search Search GIBSON, GARRY IL Search GIBSON, NIKKI J Search KAPPES, BENJAMIN C	Search Lot 1-2 WOODRIDGE PARK 1ST SEC
2013014880	Vigo	11/18/2013	MORT : MORTGAGE	KAPPES, CHRISTY S Search Search KAPPES, BENJAMIN C Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM Search FIRST OPTION MORTGAGE LLC	Search Lot 1 WOODRIDGE PARK 1ST SEC Search Lot 2 WOODRIDGE PARK 1ST SEC

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Search Results for:

LOT: 1-2
SUBDIVISION: WOODRIDGE PARK 1ST SEC
REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 04/28/2025 2:50 PM

Showing 1 results

Filter:

Document Details	County	Date	Type	Name	Legal
2013014879	Vigo	11/18/2013	DEED : WARRANTY DEED	Search GIBSON, GARRY IL Search GIBSON, NIKKI J Search KAPPES, BENJAMIN C Search KAPPES, CHRISTY S	Search Lot 1-2 WOODRIDGE PARK 1ST SEC

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Search Results for:

LOT: 1
SUBDIVISION: WOODRIDGE PARK 1ST SEC
REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 04/28/2025 2:50 PM

Showing 1 results

Filter:

Document Details	County	Date	Type	Name	Legal
2013014880	Vigo	11/18/2013	MORT : MORTGAGE	Search KAPPES, BENJAMIN C Search KAPPES, CHRISTY S Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM Search FIRST OPTION MORTGAGE LLC	Search Lot 2 WOODRIDGE PARK 1ST SEC Search Lot 1 WOODRIDGE PARK 1ST SEC

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Search Results for:

LOT: 2
SUBDIVISION: WOODRIDGE PARK 1ST SEC
REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 04/28/2025 2:50 PM

Showing 1 results

Filter:

Document Details	County	Date	Type	Name	Legal
2013014880	Vigo	11/18/2013	MORT : MORTGAGE	Search KAPPES, BENJAMIN C Search KAPPES, CHRISTY S Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM Search FIRST OPTION MORTGAGE LLC	Search Lot 2 WOODRIDGE PARK 1ST SEC Search Lot 1 WOODRIDGE PARK 1ST SEC

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Search Results for:

NAME: KAPPES, BENJAMIN (Super Search)



PARTY ROLE: Case Party
REGION: Vigo County, IN

Showing 1 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
84D03-1512-CC-008512	Kappes, Benjamin		Defendant	Civil	Closed	12/10/2015	02/03/2017

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Search Results for:

NAME: KAPPES, CHRISTY (Super Search)



PARTY ROLE: Case Party
REGION: Vigo 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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