



LIEN SEARCH Product Cover Sheet

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-02121	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	BRADLEY D HALLECK		
PROPERTY ADDRESS:	69 ROSE AVE, TERRE HAUTE, IN 47803		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

SEARCH INFORMATION

SEARCH DATE:	05/09/2025	EFFECTIVE DATE:	05/08/2025
NAME(S) SEARCHED:	BRADLEY D HALLECK		
ADDRESS/PARCEL SEARCHED:	69 ROSE AVE, TERRE HAUTE, IN 47803/ 84-06-23-252-006.000-002		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

BRADLEY D. HALLECK
COMMENTS:

VESTING DEED

DEED TYPE:	LIMITED LIABILITY COMPANY WARRANTY DEED	GRANTOR:	HEARTHSTONE ENTERPRISES, LLC, A LIMITED LIABILITY COMPANY
DATED DATE:	06/22/2009	GRANTEE:	BRADLEY D. HALLECK
BOOK/PAGE:	N/A	RECORDED DATE:	06/26/2009
INSTRUMENT NO:	2009008490		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2025 (SPRING)	TAX YEAR:	2025 (FALL)
TAX AMOUNT:	\$912.89	TAX AMOUNT:	\$912.89
TAX STATUS:	PAID	TAX STATUS:	UNPAID
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$45,475.00
DATED DATE:	02/02/2021	RECORDED DATE	02/03/2021
INSTRUMENT NO:	2021001448	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN - END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	BRADLEY D. HALLECK		
LENDER:	TERRE HAUTE SAVINGS BANK		
TRUSTEE:	N/A		
COMMENTS:			

RELATED DOCUMENT

DOC NAME:	ASSIGNMENT OF RENTS	BOOK/PAGE:	N/A
DATED DATE:	02/02/2021	INSTRUMENT NO.	2021001449
REC DATE:	02/03/2021	COUNTY:	
BORROWER:	BRADLEY D. HALLECK		
LENDER:	TERRE HAUTE SAVINGS BANK		
COMMENTS:			

FOR PREAMBLE	
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE
ADDITIONAL NOTES	
CONDITIONAL SALES CONTRACT RECORDED ON 06/06/2007 IN INSTRUMENT NO. 2007008482.	
LEGAL DESCRIPTION	
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, INDIANA, TO-WIT:</p> <p>LOT NUMBER ELEVEN (11) IN UPLAND PLACE AS SUBDIVIDED BY W. W. CLIVER BEING AS RE- SUBDIVISION OF UPLAND PLACE AS PLATTED BY R. S. TENNANT AND BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN.</p> <p>ALSO</p> <p>LOT NUMBER 14 IN UPLAND PLACE AS SUBDIVIDED BY W. N. CLIVER BEING A RESUBDIVISION OF UPLAND PLACE AS PLATTED BY R. S. TENNANT AND BEING A PART OF THE SOUTH HALF OF NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN. SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, LEASES AND OTHER MATTERS OF RECORD AFFECTING TITLE TO THE SUBJECT REAL ESTATE.</p>	

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID	84-06-23-252-006.000-002
Tax ID	84-06-23-252-006.000-002
Section Plat	23
Routing Number	
Neighborhood	118528 - HARRISON
Property Address	69 Rose Ave Terre Haute, IN 47803
Legal Description	UPLAND PLACE (69 ROSE AVE) 2005003049 D-429/52 23-12-9 LOTS 11 & 14 (Note: Not to be used on legal documents)
Acreage	N/A
Class	520 - Res 2 fam dwelling platted lot
Tax District/Area	002 - HARRISON

[View Map](#)

Owner - Auditor's Office

Deeded Owner
[Halleck Bradley D](#)
15825 S Mccracken St
Terre Haute, IN 47802

Site Description - Assessor's Office

Topography	Level
Public Utilities	All
Street or Road	Alley, Paved, Sidewalk
Neigh. Life Cycle	Static
Legal Acres	0
Legal Sq Ft	0

Taxing Rate

4.5676

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		40.000	0.000	40.000	142.000	0.00	0.98		207.00	202.86	8,110.00	3 -10%	7,300.00
FRONT LOT		40.000	0.000	40.000	142.000	0.00	0.98		207.00	202.86	8,110.00	2 -30% 3 -10%	4,870.00

Land Detail Value Sum 12,170.00

Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1	
Occupancy	
Story Height	2.0
Roofing	Material: Asphalt shingles
Attic	None
Basement Type	Full
Basement Rec Room	None
Finished Rooms	5
Bedrooms	3
Family Rooms	0
Dining Rooms	0
Full Baths	2; 6-Fixt.
Half Baths	0; 0-Fixt.
4 Fixture Baths	0; 0-Fixt.
5 Fixture Baths	0; 0-Fixt.
Kitchen Sinks	2; 2-Fixt.
Water Heaters	1; 1-Fixt.
Central Air	Yes
Primary Heat	Central Warm Air
Extra Fixtures	0
Total Fixtures	9
Fireplace	No
Features	None
Porches and Decks	Open Frame Porch 54 Open Frame Porch 216 Wood Deck 70 Conventional Canopy 84
Yd Item/Spc Fture/Outbldg	WOOD FRAME DETACHED GARAGE 484 SF CAR SHED OPEN 264 SF
Last Updated	6/15/2005

Construction	Floor	Bas
Wood frame	1.0	
Wood frame	2.0	
Wood frame	A	
Concrete block	B	
Total		

Improvements - Assessor's Office

Card 01

ID	Use	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	WOOD FRAME	D+2	1890	1890	AV	0.00		0	2182	145210	50	0	134	100	97300
01	DETGAR		D	1900	1900	F	33.88		24.12	22 x 22	11670	65	0	134	100	5500
02	CARSHEDO		D	2011	2011	AV	10.10		5.75	12 x 22	1520	25	0	134	100	1500

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
5/7/2013	HALLECK BRADLEY D	HALLECK BRADLEY D	OWNER			\$0	\$0
6/26/2009	HEARTHSTONE ENTERPRISES LLC	HALLECK BRADLEY D	2009008490	WD	M	\$52,000	\$52,000
3/7/2005	STEWART JAMES R & JOHNNIE M	HEARTHSTONE ENTERPRISES LLC		WD	X	\$52,000	\$52,000
9/13/1991	HEESAker WANDA M & EDWARD G	STEWART JAMES R & JOHNNIE M			S	\$0	\$0
8/30/1984	WARD WANDA M	HEESAker WANDA M & EDWARD G			S	\$0	\$0
10/6/1977	WORKMAN E MARIE	WARD WANDA M			S	\$0	\$0

Transfer Recording - Auditor's Office

Date	From	To	Instrument	Doc #
5/7/2013				OWNER

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	Misc	ANN ADJ
VALUATION	Land	\$12,200	\$12,200	\$12,200	\$10,600	\$10,300
(Assessed Value)	Improvements	\$104,300	\$96,900	\$88,100	\$80,500	\$79,100
Total		\$116,500	\$109,100	\$100,300	\$91,100	\$89,400
VALUATION	Land	\$12,200	\$12,200	\$12,200	\$10,600	\$10,300
(True Tax Value)	Improvements	\$104,300	\$96,900	\$88,100	\$80,500	\$79,100
Total		\$116,500	\$109,100	\$100,300	\$91,100	\$89,400

Deductions - Auditor's Office

Type	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Homestead	Homestead Credit	\$37,080.00	\$37,500.00	\$34,800.00	\$31,380.00	\$30,720.00
Homestead	Supplemental HSC	\$9,270.00	\$10,000.00	\$8,120.00	\$7,322.00	\$7,168.00

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	\$912.89	\$828.39	\$730.12	\$657.66	\$677.34
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$67.73
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$912.89	\$828.39	\$730.12	\$657.66	\$677.34
+ 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	\$1,378.39	\$1,225.97	\$996.00	\$905.13	\$716.93
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1,825.78	\$1,656.78	\$1,460.24	\$1,315.32	\$1,422.41
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$912.89)	(\$1,656.78)	(\$1,460.24)	(\$1,315.32)	(\$1,422.41)
= Total Due	\$912.89	\$0.00	\$0.00	\$0.00	\$0.00

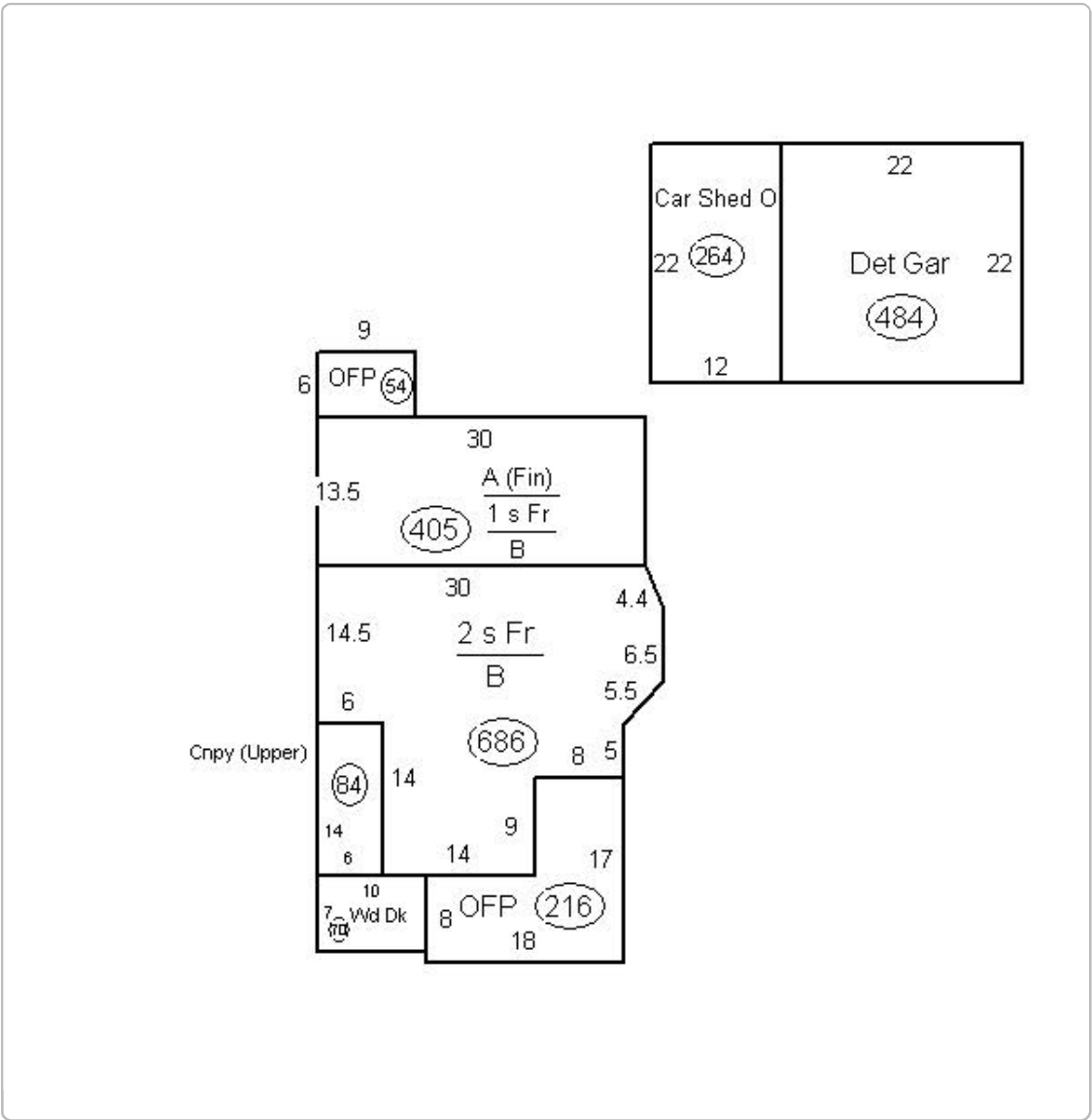
Property History

Create Year	Date	Effective Date	Event	Related Tax ID #	Instrument Desc	Notes
2011	5/22/2013 12:01:00 PM	5/7/2013 12:00:00 AM	C	118-06-23-252-007		Instrument Type: To Deeded Owner: HALLECK BRADLEY D Mailing Name: HALLECK BRADLEY D Mailing Address: 63 ROSE AVE City: TERRE HAUTE State: IN Zip Code: 47803
2011	5/22/2013 12:01:00 PM	5/7/2013 12:00:00 AM	C2	118-06-23-252-007		Instrument Type: From Deeded Owner: HALLECK BRADLEY D

Payments (2021-2025) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2516205	4/21/2025	\$912.89
2023 Pay 2024	2470110	9/9/2024	\$828.39
2023 Pay 2024	2419177	4/29/2024	\$828.39
2022 Pay 2023	2364682	9/22/2023	\$730.12
2022 Pay 2023	2318307	5/1/2023	\$730.12
2021 Pay 2022	2197549	4/18/2022	\$1,315.32
2020 Pay 2021	2151996	6/29/2021	\$1,422.41

Sketches - Assessor's Office



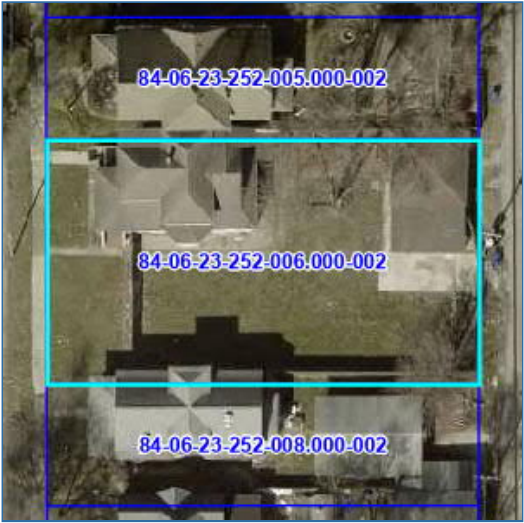
Property Record Card

Property Record Card (PDF)

Form 11

Form 11 (PDF)

Map



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

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69 Rose Ave
Terre Haute, IN 47803

Halleck Bradley D
15825 S MCCracken ST
Terre Haute, IN 47802

Spring Due by 05/12/2025: \$0.00
Fall Due by 11/10/2025: \$912.89

\$912.89
Total Due ⓘ

Property Information

Tax Year/Pay Year	Homestead Credit Filed?
2024 / 2025	Yes
Parcel Number	Over 65 Circuit Breaker?
84-06-23-252-006.000-002	No
Duplicate Number	Legal Description
1039227	<div>Note: Not to be used on legal documents</div> UPLAND PLACE (69 ROSE AVE) 2005003049 D-429/52 23-12-9 LOTS 11 & 14
Property Type	Section-Township-Range
Real	23, 12, 09
Tax Unit / Description	Parcel Acres
2 - Terre Haute City Harrison Town	No Info
Property Class	Lot Number
RESIDENTIAL TWO FAMILY DWELLING ON A PLATTED LOT	14,
Mortgage Company	Block/Subdivision
None	No info
TIF	
None	

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$912.89	\$0.00	\$912.89
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$912.89	\$0.00	\$912.89
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

	Tax Bill	Adjustments	Balance
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:	\$1,378.39	\$0.00	\$1,378.39
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$1,825.78
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$1,825.78
Receipts:			\$912.89
Total Due:			\$912.89
Surplus Transfer:			\$0.00
Account Balance:			\$912.89

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	04/21/2025	S	\$912.89	Lock Box Payment 4/20/2025 Check Nbr 02313D	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$912.89	\$912.89	\$0.00	\$1,825.78	\$912.89
2024	\$828.39	\$828.39	\$0.00	\$1,656.78	\$1,656.78
2023	\$730.12	\$730.12	\$0.00	\$1,460.24	\$1,460.24
2022	\$657.66	\$657.66	\$0.00	\$1,315.32	\$1,315.32
2021	\$677.34	\$677.34	\$67.73	\$1,422.41	\$1,422.41
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	\$62,500	\$61,800
1b. Gross assessed value of all other residential property	\$46,600	\$54,700
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$109,100	\$116,500
2a. Minus deductions	(\$47,500)	(\$46,350)
3. Equals subtotal of net assessed value of property	\$61,600	\$70,150
3a. Multiplied by your local tax rate	4.6798	4.5676
4. Equals gross tax liability	\$2,882.75	\$3,204.17
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$1,225.97)	(\$1,378.39)
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	\$1,656.78	\$1,825.78

Assessed Values as of 01/01/2024

Land Value	\$12,200
Improvements	\$104,300

Exemptions / Deductions

Description	Amount
Homestead Credit	\$37,080.00
Supplemental HSC	\$9,270.00
Count: 2	\$46,350.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

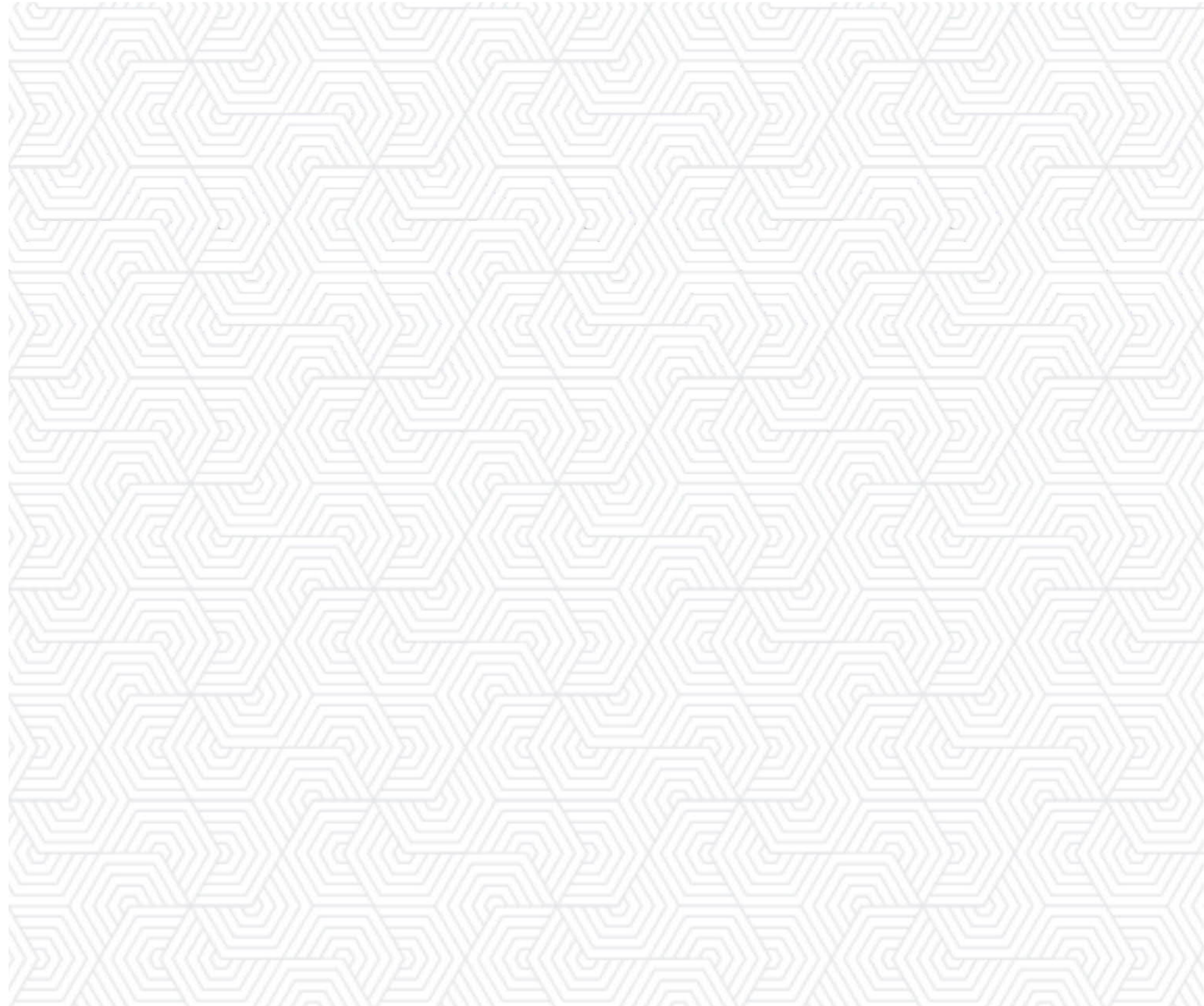
History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
Combined (Removed)	05/22/2013	05/07/2013	2015	84-06-23-252-007.000-002	No Info	No Info	OWNER
Combined (Kept)	05/22/2013	05/07/2013	2015	84-06-23-252-007.000-002	No Info	No Info	OWNER


Transfer

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



JUN 26 2009


VIGO COUNTY AUDITOR

2009008490 WD \$22.00
06/26/2009 03:27:08P 4 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented


LIMITED LIABILITY COMPANY WARRANTY DEED

THIS INDENTURE WITNESSETH, That Hearthstone Enterprises, LLC, a limited liability company organized and existing under the laws of the State of Indiana (hereinafter called Grantor), for and in consideration of the payment to it of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **CONVEYS AND WARRANTS** to Bradley D. Halleck, of W/60 County, Indiana (hereinafter called Grantee), the following described real estate in Vigo County, Indiana, to-wit:

Lot Number Eleven (11) in Upland Place as subdivided by W. W. Cliver being as re-subdivision of Upland Place as platted by R. S. Tennant and being a part of the South Half of the Northeast Quarter of Section 23, Township 12 North, Range 9 West of the 2nd Principal Meridian.

Also

Lot Number 14 in Upland Place as subdivided by W. N. Cliver being a resubdivision of Upland Place as platted by R. S. Tennant and being a part of the South half of Northeast Quarter of Section 23, Township 12 North, Range 9 West of the 2nd Principal Meridian. Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to real estate taxes prorated to the date hereof.

Grantor, Hearthstone Enterprises, LLC, further represents and warrants that all terms and conditions of a certain Conditional Sales Contract (Land Contract) between Hearthstone Enterprises, LLC and Bradley D. Halleck, dated March 2, 2005 and recorded June 6, 2007 in Instrument No. 2007008482 have been complied with and Grantor executes this Deed in compliance therewith. Grantee, Bradley D. Halleck, by acceptance of this Deed represents and warrants that all terms of the Conditional Sales Contract (Land Contract) recorded June 6, 2007 in Instrument No. 2007008482 have been complied with.

As a further consideration of the payment of the above sum, the person(s) executing this deed on behalf of Grantor represent(s), for the purpose of inducing Grantee to accept this Warranty Deed, that they are either (*mark applicable option*):

- ☐ 1. all of the Members of Grantor
Or
☐ 2. the duly elected and designated Manager of Grantor as provided in Grantor's Articles of Organization and have been fully empowered by the Members of Grantor as provided in Grantor's Articles of Organization and/or Operating Agreement to execute and deliver this deed;

that Grantor has full capacity to convey the real estate conveyed by this instrument and that all necessary action for the making of such conveyance has been taken; that the real estate conveyed by this instrument is conveyed in the usual and regular course of Grantor's business.

IN WITNESS WHEREOF, Hearthstone Enterprises, LLC has caused this deed to be

executed in its name and on its behalf by its undersigned Members or its duly authorized Manager, this 22nd day of June, 2009.

HEARTHSTONE ENTERPRISES, LLC

By [Signature]
Brandon Hallak, Vice Pres.
(Printed Name and Title)

And by [Signature]
Tiffany Hallack
(Printed Name and Title)

And by [Signature]
CORENA E. WEBSTER, PRESIDENT
(Printed Name and Title)

And by _____
(Printed Name and Title)

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

I, Daryl L. McCleary, a Notary Public in and for said County and State, do hereby certify that Corena E. Webster, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Member(s) or Manager of Hearthstone Enterprises, LLC, appeared before me this day in person and, being first duly sworn said that the statements and representations contained in said instrument are true and that said person(s) signed and delivered said instrument as a free and voluntary act of said Hearthstone Enterprises, LLC and as said person(s) own free and voluntary act as such Member(s) or Manager for the use and purposes therein set forth.

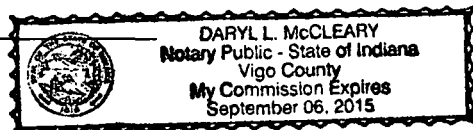
Given under my hand and notarial seal this 22nd day of June, 2009.

[Signature]
Notary Public

(Printed Name)

My Commission Expires:

My County of Residence:



STATE OF Indiana)
) SS:
COUNTY OF Vigo)

I, Lori A. Reeves, a Notary Public in and for said County and State, do hereby certify that Tiffany Halleck, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Member(s) or Manager of Hearthstone Enterprises, LLC, appeared before me this day in person and, being first duly sworn said that the statements and representations contained in said instrument are true and that said person(s) signed and delivered said instrument as a free and voluntary act of said Hearthstone Enterprises, LLC and as said person(s) own free and voluntary act as such Member(s) or Manager for the use and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 2009.



LORI A. REEVES
Res. of Vigo County
Comm. Exp. 01-03-11

Lori A. Reeves
Notary Public
Lori A. Reeves
(Printed Name)

My Commission Expires:
01/03/2011

My County of Residence:
Vigo

STATE OF Indiana)
) SS:
COUNTY OF Vigo)

I, Lori A. Reeves, a Notary Public in and for said County and State, do hereby certify that Brandon Halleck, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Member(s) or Manager of Hearthstone Enterprises, LLC, appeared before me this day in person and, being first duly sworn said that the statements and representations contained in said instrument are true and that said person(s) signed and delivered said instrument as a free and voluntary act of said Hearthstone Enterprises, LLC and as said person(s) own free and voluntary act as such Member(s) or Manager for the use and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 2009.



LORI A. REEVES
Res. of Vigo County
Comm. Exp. 01-03-11

Lori A. Reeves
Notary Public
Lori A. Reeves
(Printed Name)

My Commission Expires:
01/03/2011

My County of Residence:
Vigo

4

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.

Printed: 

Donald J Bonomo

This instrument prepared by Donald J. Bonomo, Attorney at Law, COX, ZWERNER, GAMBILL & SULLIVAN, LLP, 511 Wabash Avenue, Terre Haute, Indiana 47807. The deed was prepared at the specific request of the parties or their authorized representatives based solely on information supplied by one or more of the parties to this conveyance concerning the property to be conveyed and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided and makes no representation regarding the status or quality of the title hereby conveyed by Grantor's execution and Grantee's acceptance of the instrument.

GRANTEE'S ADDRESS: 69 & 69 1/2 & 51 Rose Avenue, Terre Haute IN 47803

MAIL TAX STATEMENTS TO: 533 Ohio Street, Terre Haute IN. 47808

\\Lawfirm\Vol1\USER\SlaterMJ\TITLE INSURANCE\HENDRICH TITLE\Misc Deeds\DEEDS\Halleck\Deed LLC.doc 6/19/2009 mjs

JUN 06 2007


VIGO COUNTY AUDITOR

CONDITIONAL SALES CONTRACT (LAND CONTRACT)

THIS CONTRACT was originally verbally made and entered into upon the 2nd day of March, 2005, by and between HEARTHSTONE ENTERPRISES, LLC (hereinafter referred to as "Seller") and BRADLEY D. HALLECK, an adult (hereinafter referred to as "Buyer"), and that Buyer and Seller hereby sign and witness this Contract as a written form which memorializes that verbal contract entered into upon that date, as though it had been signed and dated upon March 2nd, 2005:

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the following described real estate situated in Vigo County, State of Indiana, commonly known as 69 Rose Avenue, Terre Haute, Indiana, 47803, (hereinafter known as "this Property") and more particularly described as follows, to-wit:

Lot Number Eleven (11) and Lot Number Fourteen (14) in Upland Place as subdivided by W.W. Cliver, being as re-subdivision of Upland Place as platted by R.S. Tennant and being a part of the South half of the northeast quarter of Section 23, Township 12 North, Range 9 West of the 2nd Principal Meridian, all as recorded in the Office of the Recorder of Vigo County, Indiana.

upon the following terms, conditions and covenants:

I. PURCHASE PRICE AND MANNER OF PAYMENT

- A. **PURCHASE PRICE.** As purchase price of said described real estate, Buyer covenants and agrees to pay to Seller the sum of Fifty-Two Thousand Dollars (\$52,000.00), without any relief from valuation or appraisal laws of the State of Indiana, together with attorneys fees in the event of a default.
- B. **MANNER OF PAYMENT.** Said purchase price shall be paid in the following manner:
- (1) The sum of Five Thousand Two Hundred Dollars (\$5,200.00) cash in hand at the time of execution and delivery of this Contract, the receipt of which is hereby acknowledged by Seller.
 - (2) The remaining unpaid balance of said purchase price shall be paid by Buyer to Seller, together with interest at the rate of Seven and One-Half percent (7.5%) per annum, computed as hereinafter provided, as follows:
 - (a) with interest computed monthly, in arrears, on the unpaid principal balance as hereinafter provided, in monthly installments of not less than Three Hundred and Seventy-Seven Dollars and Ninety Two Cents (\$377.92) per month, the first such monthly payment shall be made on or before the 1st day of May, 2005, with like payments being due on or before the same day of each successive month thereafter until the remainder of the purchase price, both principal and interest, has been paid in full. The amount of interest computed each month shall be deducted from the total payment made each month and the balance remaining of such monthly payment shall then be credited on principal still due;
 - (b) These payments shall be made in a timely fashion each month to TERRE HAUTE SAVINGS BANK, 533 Ohio Street, P.O. Box 1648, Terre Haute, IN. 47808, or to whatever address and/or whatever entity holds the current mortgage on this Property;
 - (c) Additionally, if Buyer shall pay any amounts billed by TERRE HAUTE SAVINGS BANK for tax and/or insurance escrow, as per Section II below, directly to TERRE HAUTE SAVINGS BANK.

- (d) Buyer understands and hereby acknowledges that he is aware that there exists upon this Property the current first mortgage as described in Paragraph B (2) (b) immediately above, which mortgage was originally granted to the Mortgagee on March 2, 2005, and further that Buyer is aware and has read Paragraph 9 of said Mortgage, entitled "Due on Sale or Encumbrance";
 - (e) **BALLOON PAYMENT.** A balloon payment is to be made pursuant to Paragraph B (2) (a); the monthly principal and interest payments shall be made either (1) for a period of One Hundred and Twenty (120) Months, and at the end of such period, Buyer shall pay Seller the entire unpaid balance, or (2) upon the demand by the existing Mortgagee for the entire amount due and payable under the existing Mortgage.
- (3) **PREPAYMENTS.** Buyer shall have the privilege at any time of paying any sum or sums in addition to the payments herein required upon the consideration, and it is understood and agreed that no such prepayment (except payment in full), shall stop the accrual of interest on the amount so prepaid until the next succeeding computation of interest date following such prepayment. All payments made by Buyer, including prepayments or additional payments, shall be applied first to interest due and payable and the balance, if any, shall be applied to reduction of principal.
- (4) **LATE CHARGE.** If Buyer does not make principal and/or interest payments within fifteen (15) days after they are due, then Buyer shall pay Seller a late charge in the amount of Fifty Dollars (\$50.00) for each payment that is late.

II. **TAXES, ASSESSMENTS AND INSURANCE**

- A. **TAXES.** Buyer will assume and pay the taxes on said real estate beginning with the installment due and payable in May, 2005, and all installments of taxes payable thereafter. Buyer, upon written notice to Seller and at Buyer's expense, may contest any changes of the assessed valuation of the above described real estate. Buyer shall be entitled to the benefit of any reduction in the amount of taxes payable as a result of exemptions applicable to said real estate which are, in fact, actually filed for, but it is understood and agreed that Seller shall have no obligation to file for any such exemption even though legally eligible to do so. Seller shall forward to Buyer a copy of all statements for real estate taxes payable by Buyer, as received, and Buyer shall furnish Seller evidence of payment of such taxes. Should Seller elect to pay any installment of real estate taxes payable by Buyer, Seller shall furnish Buyer evidence of such payment and Buyer shall promptly reimburse Seller therefore.
- B. **ASSESSMENTS.** Buyer will assume and pay all assessments for municipal or other public improvements on the real estate becoming a lien after date of execution of this Contract and Seller covenants and agrees to pay any such assessments becoming a lien prior to the date hereof.
- C. **INSURANCE.** Buyer agrees to purchase and maintain fire and extended coverage insurance with a responsible company upon all improvements on the real estate, in an amount not less than the balance due on this Contract. Such insurance shall be issued in the names of Buyer and Seller, as their respective interests may from time to time appear. Buyer shall furnish Seller copies of such insurance coverages and evidence of premium payment, at the start and at time of renewal of the insurance policy. Except as otherwise agreed in writing, any loss or damage shall be applied for restoration and repair of the loss or damage, unless such restoration and repair is not economically feasible; in which event

- the proceeds may be applied at Seller's Option, toward prepayment of the Contract balance, with any excess to be paid by Buyer.
- D. **PAYMENT BY SELLER.** Upon Buyer's failure or refusal to pay taxes or assessments, or to provide insurance as required herein, Seller, upon written notice to Buyer, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the unpaid balance due on the Contract.

- III. **POSSESSION.**
Seller shall deliver possession of the real estate to Buyer on or before the 2nd day of March, 2005. Any rental income derived from the real estate shall be prorated between Seller and Buyer as of the date of execution hereof.

- IV. **EVIDENCE OF TITLE.**
As evidence of title, Seller agrees to furnish either an abstract of title or a policy of owner's title insurance in the amount of the full purchase price, showing merchantable or insurable title in the Seller to date hereof. Any further evidence of title hereafter shall be obtained at the expense of Buyer.

- V. **SELLER'S WARRANTIES.**
Seller hereby warrants that good and merchantable title to said real estate is vested in Seller, free and clear of all liens, leases, restrictions and encumbrances, except as follows:
- A. Easements, restrictions, covenants, agreements and rights of way of record disclosed in the abstract or title binder; and
 - B. Current real estate taxes not delinquent.
 - C. Seller further represents and warrants as of date of the signing hereof, being March, 2007, that Seller has made no contract to sell all or any part of said real estate to any person other than Buyer; that there are no unpaid claims for labor performed or materials furnished in respect of which liens have been or may be filed; that all improvements are located entirely within the boundaries of said real estate, and there are no encroachments thereon; that there are no existing violations of zoning laws or other restrictions applicable to the real estate; that there are no judgments against Seller that are or may become a lien against the real estate; that there exists no legal disability or impairment of Seller to enter into this Contract.

- VI. **SELLER'S RIGHT TO MORTGAGE REAL ESTATE.**
Seller shall not have the right, without Buyer's consent, to encumber the real estate with a mortgage.

- VII. **TRANSFER OF BUYER'S INTEREST.**
Buyer's interest in this Contract and in the real estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Buyer without the written consent of Seller. If the real estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are thereby assigned to and shall be paid directly to Seller. Such proceeds shall be applied, at Seller's option and without premium, in part or entirely as a prepayment of the contract balance or to restoration of the real estate; provided, however, that if by electing to apply part of any such award or compensation against the contract balance, the contract balance is paid in full, then Seller shall pay the excess balance to Buyer.

- VIII. **MECHANIC'S LIENS.**
Buyer shall not permit any mechanic's lien to be filed against the real estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Buyer. If such mechanic's lien shall be filed, Seller may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor. If any such mechanic's lien shall be filed and an action commenced to

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foreclose the lien, Buyer, upon demand by Seller, shall cause the lien to be released at Buyer's expense by obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the real estate; nor as giving Buyer the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

IX. **INDEMNIFICATION AND RELEASE.**

Buyer shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected with Buyer's control or use of the real estate, including, without limitation, any damage or injury to person or property. If Seller, without fault, shall become a party to litigation commenced by or against Buyer, then Buyer shall indemnify and hold Seller harmless, including all legal costs and attorneys' fees incurred by Seller in connection with any such claim, action or proceeding. Buyer hereby releases Seller from all liability for any accident, damage or injury caused to person or property on or about the real estate.

X. **USE OF REAL ESTATE.**

This Real Estate shall be used as a single family residence, and for no other purpose whatsoever without prior written consent to such other use being first obtained from Seller. If such real estate is specified to be used as a single family residence, then the real estate shall not be rented, leased or occupied by persons other than Buyer and/or members of Buyer's immediate family. None of the improvements now or hereafter located on the real estate shall be materially changed, remodeled, or altered without the prior written consent of Seller. No additional improvements shall be placed on the real estate without the written consent of Seller. Buyer, at Buyer's expense, shall use the real estate and the improvements thereon carefully, and shall keep the same in good repair. Buyer shall not commit waste on the real estate, and, with respect to occupancy and use of the real estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

- a. **RIGHT OF INSPECTION.** Until the purchase price and all interest thereon is paid in full, Seller, at reasonable times, peaceably may enter and inspect the real estate.
- b. **RESPONSIBILITY FOR ACCIDENTS.** Buyer hereby assumes all risk and responsibility for accident, injury or damage to persons and/or property arising from Buyer's use and control of the real estate and improvements located thereon. Buyer shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Seller, insuring the Seller's liability as well as the Buyer's.

XI. **DEFAULT AND ACCELERATION.**

It is expressly agreed by the parties hereto that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereafter defined, and at any time thereafter, the entire contract balance, and all accrued, unpaid interest thereon, shall, at the option of Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are thereby expressly waived by Buyer, and Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such contract balance and accrued interest, to foreclose this Contract, and as may be necessary or appropriate to protect Seller's interest under this Contract and in and to the real estate. The following shall each constitute an "Event of Default" for purposes of this Contract:

- a. Default by Buyer for a period of thirty (30) days in the payment of (1) any installment of the purchase price when due under the terms of this Contract, (2) any installment of real estate taxes on the real estate or assessment for a public improvement which by the terms of this Contract are payable by Buyer, or (3) any premium for insurance required by the terms of this Contract to be maintained by Buyer.

- b. Default by Buyer, for a period of thirty (30) days after written notice thereof is given to Buyer in the performance or observation of any other covenant or term of this Contract.
- c. Lease or encumbrance of the real estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the real estate.
- d. Any part of real estate or all or a substantial part of the property or assets of Buyer is placed in the hands of any receiver, trustee, or other officers or representatives of any court, or Buyer consents, agrees or acquiesces to the appointment of any such receiver or trustee.
- e. Desertion or abandonment of the real estate, or any part thereof, by Buyer.
- f. Sale, transfer, conveyance or other disposition of Buyer's interest in this Contract or Buyer's interest in the real estate, or any part thereof, without Seller's prior written consent.

In the event Buyer deserts or abandons the real estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Seller under and by virtue of this Contract, then, it is expressly agreed by Buyer that, unless Buyer shall have paid more than Ten Thousand Four Hundred Dollars (\$10,400.00) of the purchase price, Seller may, at Seller's option, cancel this Contract and take possession of the real estate and remove Buyer therefrom, without any demand and to the full extent permitted by applicable law. In the event of Seller's cancellation upon such default by Buyer, all rights and demands of Buyer under this Contract and in and to the real estate shall cease and terminate and Buyer shall have no further right, title or interest, legal or equitable, in and to the real estate and Seller shall have the right to retain all amounts paid by Buyer towards the purchase price as an agreed payment for Buyer's possession of the real estate prior to such default. Such retention shall not bar Seller's right to recover damages for unlawful detention of the real estate after default, for any failure to pay taxes or insurance, for failure to maintain the real estate at any time, for waste committed thereon or for any other damages suffered by Seller, including reasonable attorneys' fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the real estate made or suffered by Buyer.

All of Seller's remedies shall be cumulative and not exclusive. Failure of Seller to exercise any remedy at any time shall not operate as a waiver of the right of Seller to exercise any remedy for the same or any subsequent default at any time thereafter.

XII. ADDITIONAL COVENANTS OF SELLER

Upon payment by Buyer of the purchase price in full, with all interest accrued thereon, and the performance by Buyer of all covenants and conditions which by the terms of this Contract are to be performed by Buyer, Seller agrees and covenants to convey the real estate to Buyer by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract, to the rights of persons in possession, to the lien of all taxes and assessments payable by Buyer hereunder, and to any other encumbrances which, by the terms of this Contract, are to be paid by Buyer.

XIII. GENERAL AGREEMENT OF PARTIES

This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified and deposited in the United States mails by certified or registered mail, postage prepaid.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.

When written notice is to be given, Buyer shall give Seller notice at this address: 1716 Beech Drive South, Plainfield, Indiana, 46168, or to such other place or person as Seller may hereafter direct by written notice to Buyer; Seller shall give Buyer notice at this address: 69 Rose Avenue, Terre Haute, Indiana, 47803, or to such other place or person as Seller may hereafter direct by written notice to Buyer.

XIV. RECORDING

This Contract may be recorded by Buyer, at Buyer's expense.

Further, the signators who sign below on behalf of Seller hereby represent and certify that they have been fully empowered, by proper resolution by the Members of Grantor, to execute and deliver this Contract; that they and that Grantor has full capacity to convey this Property; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have executed this written version of this Conditional Sales Contract on this ____ day of March, 2007.

SELLER
HEARTHSTONE ENTERPRISES, LLC

BUYER

Signature: 
Member: CORENA E. WEBSTER

Signature: 
BRADLEY D. HALLECK

Signature: 
Member: BRANDON F. HALLECK

Signature: 
Member: TIFFANY L. HALLECK

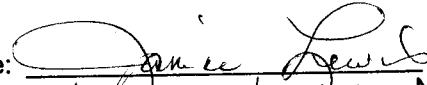
STATE OF INDIANA)
COUNTY OF PUTNAM) SS:

Before me, a Notary Public in and for said County and State, personally appeared CORENA E. WEBSTER, who acknowledged the execution of the foregoing "CONDITIONAL SALES CONTRACT", and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of March, 2007.

My Commission Expires:

May 3, 2008

Signature: 
Printed: JANICE LEWIS, Notary Public
Residing in PUTNAM County, Indiana

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared BRADLEY D. HALLECK, who acknowledged the execution of the foregoing "**CONDITIONAL SALES CONTRACT**", and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of April, 2007.

My Commission Expires:

8-25-2008

Signature: Linda Carney

Printed: LINDA CARNEY, Notary Public
Residing in JOHNSON County, Indiana

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared BRANDON R. HALLECK and TIFFANY L. HALLECK, who acknowledged the execution of the foregoing "**CONDITIONAL SALES CONTRACT**", and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of April, 2007.

My Commission Expires:

8-25-2008

Signature: Linda Carney


Printed: LINDA CARNEY, Notary Public
Residing in JOHNSON County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care, in the preparation of this instrument, to redact each social security number in this document, unless required by law.

Karen K Temple

This document was prepared by: **Karen K Temple**, Attorney at Law,
15 W. Franklin Street, Suite B, Greencastle, IN., 46135, 765-653-8833.

Return deed to and send tax bills to:
BRADLEY D. HALLECK, 69 Rose Avenue, Terre Haute, Indiana, 47803

2021001448 MTG \$55.00
02/03/2021 11:24:04A 14 PGS
Diana Winsted-Smith
VIGO County Recorder IN
Recorded as Presented


RECORDATION REQUESTED BY:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

WHEN RECORDED MAIL TO:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

SEND TAX NOTICES TO:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$45,475.00.

THIS MORTGAGE dated February 2, 2021, is made and executed between Bradley D Halleck, whose address is 10900 E Dallas Dr, Terre Haute, IN 47802 (referred to below as "Grantor") and Terre Haute Savings Bank, whose address is 533 Ohio Street, Terre Haute, IN 47807 (street or rural route address: 533 Ohio Street, P.O. Box 9629, Terre Haute, IN 47808) (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Vigo County, State of Indiana:

Lots Numbered Eleven (11) and Fourteen (14) in Upland Place as subdivided by W. W. Cliver being as re-subdivision of Upland Place as platted by R. S. Tennant and being a part of the South half of the Northeast quarter of Section 23, Township 12 North, Range 9 West of the Second Principal Meridian.

MORTGAGE (Continued)

The Real Property or its address is commonly known as 69 Rose Ave., Terre Haute, IN 47803.

As more fully described in this mortgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Grantor's behalf as provided for in this Mortgage.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in

**MORTGAGE
(Continued)**

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investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the

MORTGAGE (Continued)

Page 4

interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of

**MORTGAGE
(Continued)**

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the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will

deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Grantor hereby appoints Lender as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

MORTGAGE (Continued)

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any

of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. With respect to any Grantor who also is personally liable on the Note, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisal laws.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or

**MORTGAGE
(Continued)**

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available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during

MORTGAGE (Continued)

Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Indiana.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Bradley D Halleck and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as

amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Bradley D Halleck.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means Terre Haute Savings Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 2, 2021, in the original principal amount of \$45,475.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is February 2, 2036. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now

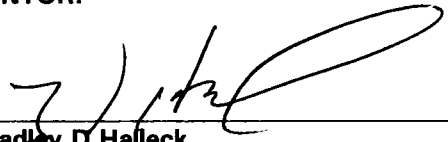
MORTGAGE
(Continued)

or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.


GRANTOR:

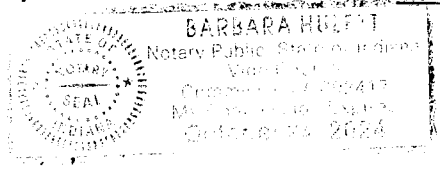
X 
Bradley D Halleck

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Vigo)

On this day before me, the undersigned Notary Public, personally appeared **Bradley D Halleck**, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of February, 2021.
By  Residing at ~~Cass~~ Vigo County
Notary Public in and for the State of IN My commission expires 10/24/2024



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 (C. Don Nattkemper, Attorney at Law).

This Mortgage was prepared by: C. Don Nattkemper, Attorney at Law

EXECUTED and DELIVERED in my presence:

Hecla Sullivan
Witness to Signature(s)
Hecla Sullivan
Printed Name of Witness

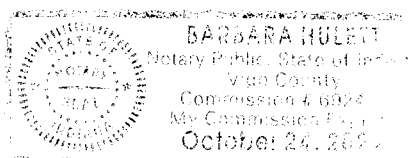
CERTIFICATE OF PROOF

STATE OF INDIANA, COUNTY OF Union) SS:

Before me, a Notary Public in and for said County and State, personally appeared Hecla Sullivan, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Bradley D Halleck whose identity was first verified by said subscribing witness, and who executed the same in the presence of above-named subscribing witness and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the real estate and mortgage that is the subject of the transaction.

WITNESS my hand and Notarial Seal this 2 day of February, 2021.

My Commission Expires:



Barbara Hulett
, Notary Public

A resident of Union County, IN

This instrument prepared by: C. Don Nattkemper, Nattkemper & Farnsworth, LLC, Attorneys at Law, 2901 Ohio Boulevard, Suite 160, Terre Haute, Indiana 47803.

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. /s/ C. Don Nattkemper

RECORDING PAGE

2021001449 ASGN LS/RT \$25.00
02/03/2021 11:24:04A 10 PGS
Diana Winsted-Smith
VIGO County Recorder IN
Recorded as Presented



RECORDATION REQUESTED BY:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

WHEN RECORDED MAIL TO:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

SEND TAX NOTICES TO:

Terre Haute Savings Bank
Main Office
533 Ohio Street
Terre Haute, IN 47807

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 2, 2021, is made and executed between Bradley D Halleck, whose address is 10900 E Dallas Dr, Terre Haute, IN 47802 (referred to below as "Grantor") and Terre Haute Savings Bank, whose address is 533 Ohio Street, Terre Haute, IN 47807 (street or rural route address: 533 Ohio Street, P.O. Box 9629, Terre Haute, IN 47808) (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Vigo County, State of Indiana:

Lots Numbered Eleven (11) and Fourteen (14) in Upland Place as subdivided by W. W. Cliver being as re-subdivision of Upland Place as platted by R. S. Tennant and being a part of the South half of the Northeast quarter of Section 23, Township 12 North, Range 9 West of the Second Principal Meridian.

The Property or its address is commonly known as 69 Rose Ave., Terre Haute, IN 47803.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to

**ASSIGNMENT OF RENTS
(Continued)**

Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Assignment or otherwise. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment, or any other amounts expended by Lender on Grantor's behalf as provided for in this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**ASSIGNMENT OF RENTS
(Continued)**

Page 4

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**ASSIGNMENT OF RENTS
(Continued)**

Page 5

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Indiana.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute

ASSIGNMENT OF RENTS (Continued)

Page 6

continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Bradley D Halleck.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Bradley D Halleck.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of,

**ASSIGNMENT OF RENTS
(Continued)**

Page 7

modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means Terre Haute Savings Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated February 2, 2021, in the original principal amount of \$45,475.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON FEBRUARY 2, 2021.

GRANTOR:

x 

Bradley D Halleck

**ASSIGNMENT OF RENTS
(Continued)**

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Vigo)

On this day before me, the undersigned Notary Public, personally appeared **Bradley D Halleck**, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

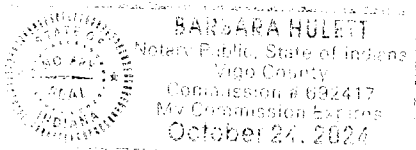
Given under my hand and official seal this 2nd day of February, 2021.

By Barbara Hulett

Residing at Vigo

Notary Public in and for the State of IN

My commission expires 10/24/2024



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 (C. Don Nattkemper, Attorney at Law).

This ASSIGNMENT OF RENTS was prepared by: **C. Don Nattkemper, Attorney at Law**

EXECUTED and DELIVERED in my presence:

Jada Sullivan
Witness to Signature(s)

Jada Sullivan
Printed Name of Witness

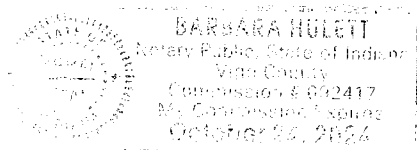
CERTIFICATE OF PROOF

STATE OF INDIANA, COUNTY OF Vigo) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jada Sullivan, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Bradley D Halleck whose identity was first verified by said subscribing witness, and who executed the same in the presence of above-named subscribing witness and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the real estate and mortgage that is the subject of the transaction.

WITNESS my hand and Notarial Seal this 2 day of February, 2021.

My Commission Expires:



Barbara Hulett
, Notary Public

A resident of Vigo County, IN

This instrument prepared by: C. Don Nattkemper, Nattkemper & Farnsworth, LLC, Attorneys at Law, 2901 Ohio Boulevard, Suite 160, Terre Haute, Indiana 47803.

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. /s/ C. Don Nattkemper

RECORDING PAGE

Search Results for:

NAME: Halleck, Bradley (Super Search)



REGION: Vigo County, IN

DOCUMENTS VALIDATED THROUGH: 05/6/2025 3:25 PM

Showing 15 results

Filter:

Document Details	County	Date	Type	Name	Legal
2020007979	Vigo	06/29/2020	REL : MORTGAGE RELEASE	HALLECK, BRADLEY Search Search TERRE HAUTE SAVINGS BANK	
2007008482	Vigo	06/06/2007	MISC : LAND CONTRACT	HALLECK, BRADLEY D Search Search HEARTHSTONE ENTERPRISES LLC	Search Lot 11 UPLAND PLACE Search Lot 14 UPLAND PLACE
2009008490	Vigo	06/26/2009	DEED : WARRANTY DEED	HALLECK, BRADLEY D Search Search HEARTHSTONE ENTERPRISES LLC	Search Lot 11 UPLAND PLACE Search Lot 14 UPLAND PLACE
2009008491	Vigo	06/26/2009	MORT : MORTGAGE	HALLECK, BRADLEY D Search Search HALLECK, BRADLEY D Search TERRE HAUTE SAVINGS BANK Search TERRE HAUTE SAVINGS BANK	Search Lot 11 UPLAND PLACE Search Lot 14 UPLAND PLACE
2012006343	Vigo	04/30/2012	MORT : MORTGAGE	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	Search Lot 11 UPLAND PLACE
2018013640	Vigo	12/26/2018	DEED : WARRANTY DEED	HALLECK, BRADLEY D Search Search DONHAM, CHARLES O	Search 23-12N-10W NE
2018013641	Vigo	12/26/2018	MORT : MORTGAGE	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	Search 23-12N-10W NE
2020006948	Vigo	06/11/2020	DEED : WARRANTY DEED	HALLECK, BRADLEY D Search Search QUINN, JACOB	Search 23-12N-10W

Document Details	County	Date	Type	Name	Legal
2020009129	Vigo	07/21/2020	REL : MORTGAGE RELEASE	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	
2020010426	Vigo	08/17/2020	REL : MORTGAGE RELEASE	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	
2021001448	Vigo	02/03/2021	MORT : MORTGAGE	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	Search Lot 14 UPLAND PLACE Search Lot 11 UPLAND PLACE
2021001449	Vigo	02/03/2021	ASGN : ASSIGNMENT OF LEASE & RENTS	HALLECK, BRADLEY D Search Search TERRE HAUTE SAVINGS BANK	Search Lot 11 UPLAND PLACE Search Lot 14 UPLAND PLACE
2021003350	Vigo	03/09/2021	DEED : WARRANTY DEED	HALLECK, BRADLEY DOUGLAS Search Search MCCracken, JAMIE E Search STEPEK HALLECK, JESSICA KATHLEEN	Search 27-10N- 9W
2021003351	Vigo	03/09/2021	MORT : MORTGAGE	HALLECK, BRADLEY DOUGLAS Search Search HALLECK, JESSICA KATHLEEN STEPEK Search TERRE HAUTE SAVINGS BANK	Search 27-10N- 9W
2023008361	Vigo	08/07/2023	MORT : MORTGAGE	HALLECK, BRADLEY DOUGLAS Search Search STEPEK-HALLECK, JESSICA KATHLEEN Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	Search 27-10N- 9W

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Search Results for:

NAME: Halleck, Bradley (Super Search)



PARTY ROLE: Case Party
REGION: All Doxpop Counties

Showing 9 results						Filter: <input type="text"/>	
Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
84D03-1604-DR-002631	Halleck, Brad		Respondent	Civil	Open	04/26/2016	
84D05-1908-SC-005454	Halleck, Brad		Plaintiff	Civil	Closed	08/02/2019	10/11/2019
67C01-0206-DR-000182	Halleck, Brad		Petitioner	Civil	Closed	06/05/2002	12/13/2002
54E01-0210-SC-001134	Halleck, Bradley		Defendant	Civil	Closed	10/25/2002	12/09/2002
84D03-0204-PL-002859	Halleck, Bradley		Plaintiff	Civil	Closed	04/22/2002	05/20/2005
64D06-1211-IF-017560	HALLECK, BRADLEY A	01/17/1986	Defendant	Citation	Closed	11/09/2012	01/04/2013
71D08-1211-IF-021044	HALLECK, BRADLEY A	01/17/1986	Defendant	Citation	Closed	11/07/2012	06/07/2017
36D01-0506-IF-004236	Halleck, Bradley D	11/24/1981	Defendant	Citation	Closed	06/07/2005	12/14/2005
26D01-0301-CM-000037	Halleck, Bradley D	11/24/1981	Defendant	Criminal	Closed	01/21/2003	05/02/2003

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