



LIEN SEARCH
Product Cover Sheet

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-02134	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	PENNY RATTs AND MARVIN RATTs		
PROPERTY ADDRESS:	4800 WILLKIE RD, TERRE HAUTE, INDIANA, 47802		
CITY, STATE AND COUNTY:	FARMLAND, INDIANA (IN) AND VIGO		

SEARCH INFORMATION

SEARCH DATE:	05/13/2025	EFFECTIVE DATE:	05/12/2025
NAME(S) SEARCHED:	PENNY RATTs AND MARVIN RATTs		
ADDRESS/PARCEL SEARCHED:	4800 WILLKIE RD, TERRE HAUTE, INDIANA, 47802/84-09-07-477-001.000-004		

ASSESSMENT INFORMATION

COMMENTS:

CURRENT OWNER VESTING

MARVIN R. RATTs AND PENNY RATTs, HUSBAND AND WIFE

COMMENTS:

VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	ROBERT RAY KILLION AND ALICE JANE KILLION, HUSBAND AND WIFE
DATED DATE:	07/06/2000	GRANTEE:	MARVIN R. RATTs AND PENNY RATTs, HUSBAND AND WIFE
BOOK/PAGE:	445/4610	RECORDED DATE:	07/07/2000
INSTRUMENT NO:	200010377		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT (SPRING)		SECOND INSTALLMENT (FALL)	
TAX YEAR:	2024-2025	TAX YEAR:	2024-2025
TAX AMOUNT:	\$1025.81	TAX AMOUNT:	\$1025.81
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	REAL ESTATE MORTGAGE	AMOUNT:	\$42296.00
DATED DATE:	09/18/2000	RECORDED DATE	09/19/2000
INSTRUMENT NO:	200014794	BOOK/PAGE:	20/30315
OPEN/CLOSED:	CLOSED END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MARVIN R RATTs AND PENNY RATTs, HUSBAND AND WIFE		
LENDER:	AMERICAN GENERAL FINANCE INC		
TRUSTEE:	N/A		
COMMENTS:			

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$75,000.00
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DATED DATE:	07/07/2003	RECORDED DATE	08/25/2003
INSTRUMENT NO:	2003025016	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MARVIN R RATTS, AND PENNY RATTS, HUSBAND AND WIFE		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR AMERICA'S WHOLESALE LENDER		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	ASSIGNMENT OF MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	02/11/2016	INSTRUMENT NO.	2016001720
REC DATE:	02/18/2016	COUNTY:	MARICOPA
ASSIGNOR:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS AND ASSIGNS		
ASSIGNEE:	BANK OF AMERICA, N.A.		
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$15,000.00
DATED DATE:	05/03/2004	RECORDED DATE	05/26/2004
INSTRUMENT NO:	2004012416	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MARVIN R RATTS, AND PENNY RATTS, HUSBAND AND WIFE		
LENDER:	COUNTRYWIDE HOME LOANS, INC.		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	ASSIGNMENT OF MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	04/08/2016	INSTRUMENT NO.	2016003839
REC DATE:	04/18/2016	COUNTY:	MARICOPA
ASSIGNOR:	COUNTRYWIDE HOME LOANS, INC.		
ASSIGNEE:	THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-I		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	ASSIGNMENT OF MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	02/22/2024	INSTRUMENT NO.	2024002535
REC DATE:	03/04/2024	COUNTY:	HILLSBOROUGH
ASSIGNOR:	THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-I, BY BANK OF AMERICA, N.A., ITS ATTORNEY- IN-FACT		
ASSIGNEE:	BOFA MERRILL LYNCH ASSET HOLDINGS, INC.		
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF FARMLAND		
ADDITIONAL NOTES			
LEGAL DESCRIPTION			
THE FOLLOWING REAL ESTATE IN VIGO COUNTY IN THE STATE OF INDIANA, TO-WIT:			

LOT NUMBER TWO (2) IN B & JK SUBDIVISION, 2 - LOT, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 11 NORTH, RANGE 9 WEST, SHOWN BY THE RECORDED PLAT THEREOF, RECORDED OCTOBER 22, 1999, IN PLAT RECORD 33, PAGE 160, IN THE RECORDS OF THE RECORDER'S OFFICE, VIGO COUNTY, INDIANA.

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID	84-09-07-477-001.000-004
Tax ID	84-09-07-477-001.000-004
Section Plat	07
Routing Number	
Neighborhood	102507 - HONEY CREEK
Property Address	4800 Willkie Rd Terre Haute, IN 47802
Legal Description	B & J K SUB D-445/4610 PL-33/160 D-439/4624 & D-444/2631 7-11-9 LOT 2 .490 AC (Note: Not to be used on legal documents)
Acreage	0.49
Class	510 - Res 1 fam dwelling platted lot
Tax District/Area	004 - HONEY CREEK



[View Map](#)

Owner - Auditor's Office

Deeded Owner
Ratts Marvin R & Penny
4800 Willkie Rd
Terre Haute, IN 47802

Site Description - Assessor's Office

Topography	Level
Public Utilities	
Street or Road	Paved
Neigh. Life Cycle	Static
Legal Acres	0.49
Legal Sq Ft	0

Taxing Rate

2.5251

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
HOMESITE			0.490			1.00	1.51		28,577.00	43,151.00	21,140.00		21,140.00

Land Detail Value Sum 21,140.00

Residential Dwellings - Assessor's Office

Card 01			
Residential Dwelling 1			
Occupancy			
Story Height	1.0		
Roofing	Material: Asphalt shingles		
Attic	None		
Basement Type	None		
Basement Rec Room	None		
Finished Rooms	0		
Bedrooms	0		
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	1; 1-Fixt.		
Water Heaters	1; 1-Fixt.		
Central Air	Yes		
Primary Heat	Central Warm Air		
Extra Fixtures	1		
Total Fixtures	9		
Fireplace	No		
Features	None		
Porches and Decks	Masonry Stoop 238		
	Roof Extension Canopy 238		
	Wood Deck 360		
	CONCP 160		
	Roof Extension Canopy 160		
Yd Item/Spc Fture/Outbldg	WOOD FRAME 400 SF		
	FIBERGLASS SWIMMING POOL 544 SF		
	CONCRETE APRON 993 SF		
	WOOD FRAME DETACHED GARAGE 656 SF		
	WOOD FRAME UTILITY SHED 96 SF		
	WOOD FRAME UTILITY SHED 0 SF		
Last Updated	4/21/2004		
Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1408	1408
	Crawl	1408	0
	Total	1408	1408

Improvements - Assessor's Office

Card 01																	
ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL	1		C	2000	2000	AV	0.00		0	1408	124070	22	0	138	100	133600
G01	ATTGAR		WOOD FRAME		0	0	AV	33.50		33.5	20 x 20	13400	0	0	100	100	0
02	POOL		FIBERGLASS	C	2003	2003	AV	54.89		48.85	16 x 34	26570	65	0	138	100	12800
03	CONCAPRN			C	2003	2003	AV	6.23		5.54	993	5500	65	0	138	100	2700
04	DETGAR		WOOD FRAME	C	2003	2003	AV	30.74		27.36	24 x 28	17950	22	0	138	100	19300
05	UTLSHED		WOOD FRAME	D	2003	2003	AV	23.66		16.85	8 x 12	1620	55	0	138	100	1000
06	UTLSHED		WOOD FRAME	D	2018	2018	F	0.00		0	0	0	0	0	138	100	100

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
7/7/2000	KILLION ROBERT RAY & ALICE JANE	RATTS MARVIN & PENNY			S	\$11,000	\$11,000
6/29/1999	ELLIS KALEEL M & MARY H	KILLION ROBERT R & ALICE J			S	\$15,000	\$15,000

Valuation - Assessor's Office

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ
VALUATION	Land	\$21,100	\$21,100	\$21,100	\$20,700	\$20,500
(Assessed Value)	Improvements	\$169,500	\$162,900	\$142,600	\$131,600	\$133,100
Total		\$190,600	\$184,000	\$163,700	\$152,300	\$153,600
VALUATION	Land	\$21,100	\$21,100	\$21,100	\$20,700	\$20,500
(True Tax Value)	Improvements	\$169,500	\$162,900	\$142,600	\$131,600	\$133,100
Total		\$190,600	\$184,000	\$163,700	\$152,300	\$153,600

Deductions - Auditor's Office

Type	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Homestead	Homestead Credit	\$48,000.00	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplemental HSC	\$53,438.00	\$39,720.00	\$30,205.00	\$26,740.00	\$27,230.00

Charges (2021-2025) - Auditor's Office

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.						
	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	
+ Spring Tax	\$1,025.81	\$1,270.24	\$1,070.42	\$1,010.94	\$963.91	
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Fall Tax	\$1,025.81	\$1,270.24	\$1,070.42	\$1,010.94	\$963.91	
+ 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	\$199.81	\$6.79	\$1.92	\$0.04	\$0.00	
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
= Charges	\$2,051.62	\$2,540.48	\$2,140.84	\$2,021.88	\$1,927.82	
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
- Credits	(\$1,025.81)	(\$2,540.48)	(\$2,140.84)	(\$2,021.88)	(\$1,927.82)	
= Total Due	\$1,025.81	\$0.00	\$0.00	\$0.00	\$0.00	

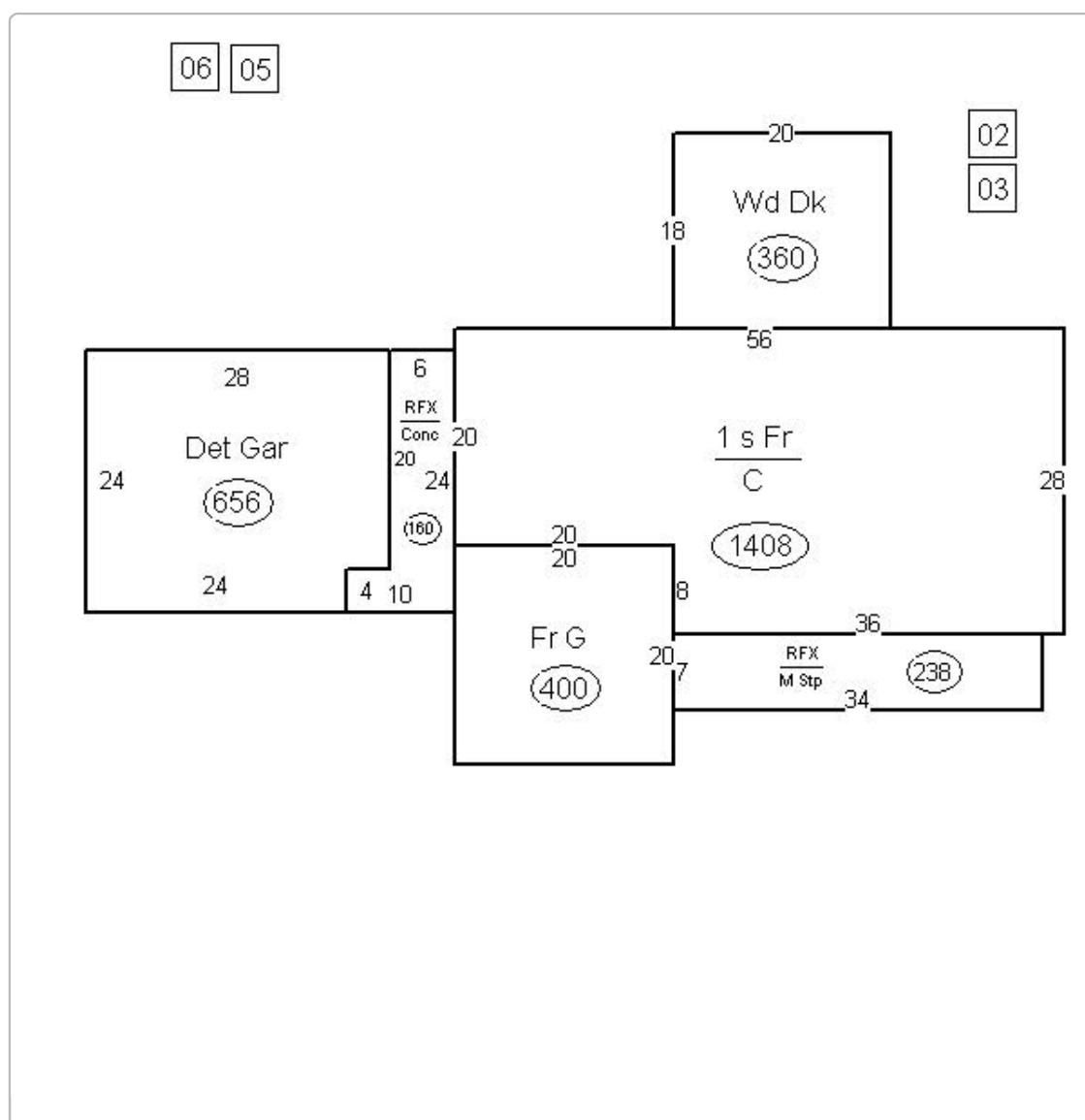
Payments (2021-2025) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2534064	5/7/2025	\$1,025.81
2023 Pay 2024	2488169	11/7/2024	\$1,270.24
2023 Pay 2024	2437883	5/6/2024	\$1,270.24
2022 Pay 2023	2390859	11/13/2023	\$1,070.42
2022 Pay 2023	2327469	5/3/2023	\$1,070.42
2021 Pay 2022	2269975	10/31/2022	\$1,010.94
2021 Pay 2022	2207169	4/26/2022	\$1,010.94
2020 Pay 2021	2162266	10/29/2021	\$963.91
2020 Pay 2021	2104395	4/29/2021	\$963.91

Photos - Assessor's Office



Sketches - Assessor's Office



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

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4800 Willkie Rd

Terre Haute, IN 47802

Ratts Marvin R & Penny

4800 Willkie Rd
Terre Haute, IN 47802

Spring Due by 05/12/2025: \$0.00

Fall Due by 11/10/2025: \$1,025.81

\$1,025.81

Total Due ⓘ

Property Information

Tax Year/Pay Year

2024 / 2025

Parcel Number

84-09-07-477-001.000-004

Duplicate Number

1080721

Property Type

Real

Tax Unit / Description

4 - Honey Creek Township Sanitary

Property Class

RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT

Mortgage Company

Corelogic

Mtg Company Last Changed

03/27/2024

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

Legal Description

Note: Not to be used on legal documents

B & J K SUB D-445/4610 PL-33/160 D-439/4624 & D-444/2631 7-11-9 LOT 2
.490 AC

Section-Township-Range

07, 11, 09

Parcel Acres

0.49

Lot Number

2

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$1,025.81	\$0.00	\$1,025.81
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$1,025.81	\$0.00	\$1,025.81
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 Bill	Adjustments	Balance
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$199.81	\$0.00	\$199.81
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$2,051.62
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$2,051.62
Receipts:			\$1,025.81
Total Due:			\$1,025.81
Surplus Transfer:			\$0.00
Account Balance:			\$1,025.81

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	05/07/2025	S	\$1,025.81	Lock Box Payment 5/7/2025 Check Nbr 1714686	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$1,025.81	\$1,025.81	\$0.00	\$2,051.62	\$1,025.81
2024	\$1,270.24	\$1,270.24	\$0.00	\$2,540.48	\$2,540.48
2023	\$1,070.42	\$1,070.42	\$0.00	\$2,140.84	\$2,140.84
2022	\$1,010.94	\$1,010.94	\$0.00	\$2,021.88	\$2,021.88
2021	\$963.91	\$963.91	\$0.00	\$1,927.82	\$1,927.82
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	\$147,300	\$190,500
1b. Gross assessed value of all other residential property	\$0	\$100
1c. Gross assessed value of all other property	\$36,700	\$0
2. Equals total gross assessed value of property	\$184,000	\$190,600
2a. Minus deductions	(\$87,720)	(\$101,438)
3. Equals subtotal of net assessed value of property	\$96,280	\$89,162
3a. Multiplied by your local tax rate	2.6457	2.5251
4. Equals gross tax liability	\$2,547.27	\$2,251.43
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$6.79)	(\$199.81)
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$2,540.48	\$2,051.62

Assessed Values as of 01/01/2024

Land Value	\$21,100
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Improvements	\$169,500
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Exemptions / Deductions

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$53,438.00
Count: 2	\$101,438.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property

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

Transfer

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

DULY ENTERED - OR TAXATION
Subject to final acceptance for transfer

JUL 07 2000

RD Date 07/07/2000 Time 10:12:33
Mitchell Neulen
Vigo County Recorder 2P
Filing Fee: 16.00
I 200010377 D 445/4610


VIGO COUNTY AUDITOR

WARRANTY DEED

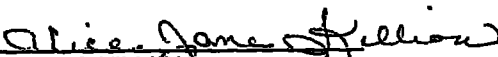
THIS INDENTURE WITNESSETH that ROBERT RAY KILLION and ALICE JANE KILLION, husband and wife, "Grantors" of Vigo County in the State of Indiana, CONVEY AND WARRANT to MARVIN R. RATTS and PENNY RATTS, husband and wife, of Vigo County in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following real estate in Vigo County in the State of Indiana, to-wit:

Lot Number Two (2) in B & JK Subdivision, 2-Lot, a subdivision of part of the Southeast Quarter (SE ¼) of Section 7, Township 11 North, Range 9 West, shown by the recorded plat thereof, recorded October 22, 1999 in Plat Record 33, page 160, in the records of the Recorder's Office, Vigo County, Indiana.

Taxes shall be prorated to the date of this deed.

DATED this 6th day of July, 2000.


ROBERT RAY KILLION


ALICE JANE KILLION

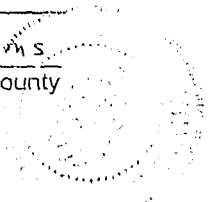
4611

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, this
6th day of July, 2000, personally appeared: ROBERT RAY KILLION
and ALICE JANE KILLION, and acknowledged the execution of the foregoing deed. In
witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
APRIL 27, 2007

Robert M. Williams
Notary Public
Printed: ROBERT M. WILLIAMS
Residing in VIGO County



Mail Tax Statements To: 509 W. Honey Creek Drive Terre Haute
IN. 47802

Mail Deed To: Same

This instrument was prepared by: Terry R. Modesitt, MODESITT, BOUGH & KELLY,
321 Ohio Street, Terre Haute, IN 47807.

JKW Date 09/19/2000 Time 13:34:06
Mitchell Newton 2P
Vigo County Recorder
Filing Fee: 11.00
I 200014794 M V20/30315

Reception No. _____
Recorded this _____ day of _____, A.D. _____ o'clock _____ m.

REAL ESTATE MORTGAGE

(This mortgage secures the described indebtedness and renewals thereof.)

THIS INDENTURE WITNESSETH, that MARVIN R RATTTS and
PENNY RATTTS, HUSBAND & WIFE
hereinafter called Mortgagor(s) of VIGO County, in the State of INDIANA
Mortgage(s) and Warrant(s) to AMERICAN GENERAL FINANCE INC,
hereinafter called Mortgagee, of VIGO County, in the State of INDIANA,
the following described Real Estate situated in VIGO
County, in the State of Indiana, as follows, to wit:

Lot number two (2) in B & JK Subdivision,
2 lot, a subdivision of part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7,
Township 11 North, Range 9 West, shown by the recorded plat thereof,
recorded October 22, 1999 in Plat Record 33, Page 160, in the records
of the Recorder's Office, Vigo county, Indiana.

DEMAND ☐ Anytime after _____ year(s) from the date of this loan we can demand the full balance and
FEATURE you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we
(if checked) make the demand. If we elect to exercise this option you will be given written notice of election at
least 90 days before payment in full is due. If you fail to pay, we will have the right to exercise any
rights permitted under the note, mortgage or deed of trust that secures this loan. If we elect to
exercise this option, and the note calls for a prepayment penalty that would be due, there will be no
prepayment penalty.

to secure the repayment of a promissory note of even date herewith for the principal sum of
\$ 42296.00 executed by the Mortgagor(s) and payable to the Mortgagee, on or before 240
months after date, in installments and with interest thereon, all as provided in said note, and any renewal thereof;
the Mortgagor(s) expressly agree(s) to pay the sum of money above secured, all without relief from valuation or
appraisement laws, and with attorneys fees; and upon failure to pay any installment on said note, or any part
thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as
hereinafter stipulated, then said note shall immediately be due and payable, and this mortgage may be foreclosed
accordingly; it is further expressly agreed by the undersigned, that until all indebtedness owing on said note or
any renewal thereof is paid, said Mortgagor(s) shall keep all legal taxes and charges against said premises paid
as they become due, and shall keep the buildings and improvements thereon insured for fire, extended coverage,
vandalism and malicious mischief for the benefit of the Mortgagee as its interests may appear, and the policy duly
assigned in the amount of Eighty thousand and no/100 (\$80,000.00) Dollars
(and failing to do so, said Mortgagee may pay said taxes, charges and/or insurance,
and the amount so paid, with interest at the rate stated in said note, shall be and become a part of the
indebtedness secured by this mortgage. If not contrary to law, this mortgage shall also secure the payment of all
renewals and renewal notes hereof, together with all extensions thereof. The Mortgagors for themselves, their
heirs, personal representatives and assigns, covenant and agree to pay said note and interest as they become
due and to repay such further advances, if any, with interest thereon as provided in the note or notes evidencing
such advances. If mortgagor shall fail to keep the real estate in a good condition of repair or shall permit the real
estate to be in danger of the elements, vandalism or damage from other cause, Mortgagee may take such steps
as are necessary in its judgment to protect the real estate.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and
payable at the option of the Mortgagee and forthwith upon the conveyance of Mortgagor's title to all or any portion
of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities
other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with
the consent of the Mortgagee. If mortgagee exercises this option, Mortgagee shall give Mortgagor Notice of
Acceleration. This notice shall provide a period of NOT LESS than 30 days from the date the notice is delivered
or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these
sums prior to the expiration period, Mortgagee may invoke any remedies permitted by this Mortgage without
further notice or demand on Mortgagor.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any
default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of
this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest
thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the
accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the
event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount
secured by this mortgage and the accompanying note shall become and be due and payable at any time
thereafter at the sole option of the owner or holder of this mortgage.

This instrument was prepared by VICKI L PERRY

30316

allied

Mortgagor(s) expressly understand and agree that by this mortgage they hereby assign to the Mortgagee all or Mortgagee(s) rights and interest in and to all rents or payment on land contracts from any and all tenants or contract purchasers due or to become due from any such tenants or purchasers so long as the indebtedness hereby secured remains unpaid in whole or in part.

And the Mortgagor(s) covenants that at all times during the continuance of this mortgage, he (they) will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagee(s) agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagee(s) default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgagee(s) agree to be indebted to Mortgagee thereof in the additional amount so advance and this mortgage shall also secure such additional debt on the same terms and conditions.

And, at the option of the mortgagee, it should be lawful for the mortgagee, who is hereby given and granted full right, license, power and authority, to peacefully enter into and take possession of the premises hereby mortgaged, or any part thereof, and to collect, receive and receipt for all rents, issues and profits thereof; and the mortgagors agree to deliver to the mortgagee at any time after default, on request, possession of the mortgaged premises and all leases, papers and records at any time in the possession or control of the mortgagors pertaining to the premises, and further agree to make, execute and deliver to the mortgage all such further assurances as may be proper for perfecting or completing the security hereunder.

IN WITNESS WHEREOF, the said Mortgagor(s) have hereunto set their hand(s) and seal(s) this 18th day of August, 2000.

Mari R. Ratts (SEAL) Type name here MARVIN R RATTSS (SEAL)

Penny S. Ratts (SEAL) Type name here PENNY RATTSS (SEAL)

Type name here
STATE OF INDIANA
COUNTY OF VIGO SS:

Before me, the undersigned, a Notary Public in and for said County, this 18 day of Sept 2000, came MARVIN R & PENNY RATTSS and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.

My Commission expires 9/25/01

Notary Public
STEVE E FERN

VIGO COUNTY RESIDENT

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to _____ County, Indiana, in which is recorded in the office of the Recorder of Mortgage Record _____, page _____, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said Mortgagee, this _____ day of _____ (Seal)

STATE OF INDIANA, _____ County ss:

By: _____

Before me, the undersigned, a Notary Public in and for said county, this _____ day of _____, came _____ and acknowledged the execution of the annexed release of mortgage.

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

My Commission expires _____

Notary Public

MORTGAGE	FROM	TO	Received for record this _____ day of _____	at _____ o'clock _____ m., and	recorded in Mortgage Record No. _____	page _____	Recorder _____	County _____	Fee \$ _____	

Mitchell Newton
VIGO County Recorder IN
IN 2003025016 MTG
08/25/2003 15:51:42 12 PGS
Filing Fee: \$31.00

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

[Space Above This Line For Recording Data]

20305589
[Escrow/Closing #]

00003204249807003
[Doc ID #]

MORTGAGE

MIN 1000157-0002688327-8

AFTER RECORDING
PLEASE RETURN TO
PINNACLE TITLE
3801 SPRINGHURST BLVD., SUITE 102
LOUISVILLE, KY 40241

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JULY 07, 2003, together with all Riders to this document.

(B) "Borrower" is

MARVIN R RATTs, AND PENNY RATTs, *husband and wife*

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

P.O. Box 660694, Dallas, TX 75266-0694

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP -6A(IN) (0005).01 CHL (12/01)(d) VMP MORTGAGE FORMS - (800)521-7291
CONV/VA

Initials: *M.R.R.*
RR Form 3015 1/01



(E) "Note" means the promissory note signed by Borrower and dated JULY 07, 2003 . The Note states that Borrower owes Lender SEVENTY FIVE THOUSAND and 00/100

Dollars (U.S. \$ 75,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2033

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]
		0

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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DOC ID #: 00003204249807003
which currently has the address of

Parcel ID Number:

4800 WILKIE ROAD, TERRE HAUTE
[Street/City]

Indiana 47802 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or

Initials: m R
P. R. Form 3015 1/01

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

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

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

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

24. Waiver of Valuation and Appraisalment. Borrower waives all right of valuation and appraisalment.

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

Witnesses:

_____	<u>Marvin R. Ratts</u>	(Seal)
	MARVIN R. RATTS	-Borrower
_____	<u>Penny Ratts</u>	(Seal)
	PENNY RATTS	-Borrower
_____		(Seal)
		-Borrower
_____		(Seal)
		-Borrower

11

DOC ID #: 00003204249807003
County ss: *Vigo*

STATE OF INDIANA,

On this *7* day of *July* *2003*, before me, the undersigned,
a Notary Public in and for said County, personally appeared *Marvin R Ratts and*
Penny Ratts, and acknowledged the execution of the
foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:



ROBERT C. GOO
Notary Public, State of Indiana
County of Johnson
My Commission Expires May 23, 2007

[Signature]

Notary Public
County of Residence:

This instrument was prepared by:
ANDREA RICHARDSON
AMERICA'S WHOLESALE LENDER
100 MALLARD CREEK ROAD, LOUISVILLE, KY 40207

THIS DOCUMENT PREPARED BY
DENNIS L. MATTINGLY, ATTORNEY-AT-LAW
PINNACLE TITLE
3801 SPRINGHURST BLVD., SUITE 102
LOUISVILLE, KY 40241
(502) 326-9876

File No.: 20305589
Pinnacle Title

025016

12


EXHIBIT "A"

Street Address: 4800 Wilkie Road
Terre Haute, Indiana 47802

Lot Number Two (2) in B & JK Subdivision, 2- Lot, a subdivision of part of the Southeast Quarter (SE ¼) of Section 7 Township 11 North, Range 9 West shown by the recorded plat thereof recorded October 22, 1999, in Plat Record 33, Page 160 in the records of the Recorder's Office, Vigo County, Indiana.

BEING the same property conveyed to Marvin R. Ratts and Penny Ratts, husband and wife, by Deed dated July 6, 2000, of record in Deed Book 445, Page 4610, in the Office aforesaid.

Parcel ID: 103-09-07-477-001

Recording Requested By:
Bank of America
Prepared By: **Bank of America**
800-444-4302
When recorded mail to:
CoreLogic
Mail Stop: ASGN
P.O. Box 961006
Ft Worth, TX 76161-9836

DocID# **8803204249851596**
Property Address:
4800 Willkie Road
Terre Haute, IN 47802-9708
IN0M-AM 34781503 E 2/11/2016 BK01

This space for Recorder's use

MIN #: 1000157-0002688327-8 MERS Phone #: 888-679-6377

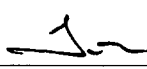
ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (herein "Assignor"), whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 and P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS AND ASSIGNS hereby assign and transfer to BANK OF AMERICA, N.A. (herein "Assignee"), whose address is 1800 TAPO CANYON RD, SIMI VALLEY, CA 93063, and its successors and assigns all its right, title, and interest in and to a certain Mortgage described below.

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS
AND ASSIGNS
Borrower(s): MARVIN R RATTS, AND PENNY RATTS, HUSBAND AND WIFE
Date of Mortgage: 7/7/2003
Original Loan Amount: \$75,000.00
Recorded in Vigo County, IN on: 8/25/2003, book N/A, page N/A and instrument number 2003025016
Property Legal Description: Refer to legal description on original mortgage.

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.

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR AMERICA'S
WHOLESALE LENDER, ITS SUCCESSORS AND
ASSIGNS

By: 
Tim Maner, Assistant Vice President
Date 02/11/16

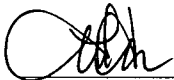
NOTARIAL ACKNOWLEDGMENT

State of **Arizona**

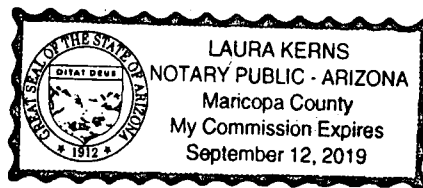
County of maricopa

On 2-11-16, before me, **LAURA KERNS**, Notary Public, personally appeared **Tim Maner, Assistant Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS AND ASSIGNS**, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.



Notary Public: **LAURA KERNS**



ATTACHED TO ASSIGNMENT OF MORTGAGE

DATED: 02/11/2016

PAGE 2 OF 2

RAYMOND WATTS
VIGO County Recorder IN
IN 2004012416 MTG
05/26/2004 09:26:43 4 PGS
Filing Fee: \$15.00

When recorded mail to:
LSI - Custom Title Solutions
5029 Dudley Blvd #E
McClellan, CA 95652
(800) 964-3524 option 3, Un-Insured Team

829287

102242-2131320
[Escrow/Closing #]

0006226651805004
[Doc ID #]

03-09-07-477-001

MORTGAGE
(Line of Credit)

THIS MORTGAGE, dated MAY 03, 2004, is between
MARVIN R RATTS, AND PENNY RATTS, HUSBAND AND WIFE

residing at
4800 WILLKIE RD, TERRE HAUTE, IN 47802
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and
COUNTRYWIDE HOME LOANS, INC.
with an address at
4500 Park Granada, Calabasas, CA 91302-1613
and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to
you the premises located at:

4800 WILKIE ROAD TERRE HAUTE
Street Municipality
VIGO Indiana 47802 (the "Premises").
County ZIP

and further described as:

THE FOLLOWING REAL ESTATE SHOWN IN COUNTY IN VIGO COUNTY IN THE STATE OF INDIANA, TO
WIT: LOT NUMBER TWO (2) IN B AND JK SUBDIVISION, 2-LOT, A SUBDIVISION OF PART OF THE
SOUTHEAST QUARTER (SE 1/40 OF SECTION 7, TOWNSHIP 11 NORTH, RANGE 9 WEST, SHOWN BY THE
RECORDED PLAT THEREOF, RECORDED OCTOBER 22, 1999 IN PLAT RECORDED 33, PAGE 160, IN THE
RECORDS OF THE RECORDER'S OFFICE, VIGO COUNTY, INDIANA.

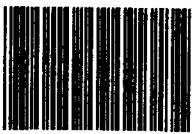
THIS DOCUMENT IS FILED FOR
RECORD BY FIDELITY NATIONAL
TITLE INS. CO. AS AN ACCOMODATION
ONLY. IT HAS NOT BEEN EXAMINED
AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON THE TITLE.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests
which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

● HELOC - IN MORTGAGE
2C477-IN (08/03)(d)

Page 1 of 4

Initials: M.R. P.R.



* 2 3 9 9 1 *



* 0 6 2 2 6 6 5 1 8 0 0 0 0 2 C 4 7 7 *

LOAN: The Mortgage will secure your loan in the principal amount of \$ 15,000.00
advanced and readvanced from time to time to
MARVIN R. RATTS
PENNY RATTS

DOC ID #: 0006226651805004
or so much thereof as may be

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated 05/03/2004, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

FUTURE ADVANCES: This mortgage also secures FUTURE ADVANCES which may be made by MORTGAGEE to MORTGAGOR up to an additional maximum not to exceed \$ 15,000.00

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 07/07/2003 and given by us to COUNTRYWIDE HOME LOAN

as mortgagee, in the original amount of \$ 75,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

as to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure, subject to the provisions of applicable state law. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at
COUNTRYWIDE HOME LOANS, INC.

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

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GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us on the date first above written.

WITNESS:

Mortgagor: Marvin R. Ratts (SEAL)
Mortgagor: MARVIN R. RATTS

Mortgagor: Penny Ratts (SEAL)
Mortgagor: PENNY RATTS

Mortgagor: (SEAL)

Mortgagor: (SEAL)

STATE OF INDIANA, County ss: Vigo
On this 5th day of May, 2004, before me, the undersigned, a Notary Public
in and for said County, personally appeared Marvin R. Ratts & Penny Ratts to

WITNESS my hand and official seal. , and acknowledged the execution of the foregoing instrument.

My Commission Expires: 9-27-06
Notary Public Deanna K. Harvey

This instrument was prepared by:
MARIA E. VIDAL
COUNTRYWIDE HOME LOANS, INC.
5898 CONDOR DR MP-198, MOORPARK, CA 93021

DEANNA K. HARVEY
Notary Public, State of Indiana
County of Vigo
My Commission Expires 09/27/2006

"County of Residence"
Vigo

2016003839 AM \$12.00
04/18/2016 01:19:21PM 1 PGS
Nancy Allsup
Vigo County Recorder IN
Recorded as Presented



Recording Requested By:
FIRST AMERICAN TITLE

Prepared By:
**LANCE JOHNSON
BANK OF AMERICA
2505 WEST CHANDLER BLVD.
CHANDLER, AZ 85224
(800) 444-4302**

return to: OK TP
~~When recorded mail to:~~
**FIRST AMERICAN TITLE COMPANY
NATIONAL RECORDING
1100 SUPERIOR AVE, SUITE 200
CLEVELAND, OH 44114**

DocID# 87206226651882821

Property Address:
**4800 WILKIE ROAD
TERRE HAUTE, IN 47802**

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor"), whose address is **2505 WEST CHANDLER BLVD., CHANDLER, AZ 85224**, does hereby grant, sell, assign, transfer and convey unto **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-I** (herein "Assignee"), whose address is **1 MANHATTANVILLE RD, PURCHASE, NY 10577** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **COUNTRYWIDE HOME LOANS, INC.**
Borrowers(s): **MARVIN R RATTS, AND PENNY RATTS, HUSBAND AND WIFE**
Date of Mortgage: **MAY 3, 2004**
Original Loan Amount: **\$15,000.00**
Recorded in **VIGO COUNTY, INDIANA** on **MAY 26, 2004**, INSTRUMENT NO. **2004012416**.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage: to be executed on

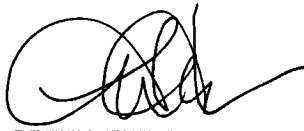
8 Apr 2016
Date

COUNTRYWIDE HOME LOANS, INC.

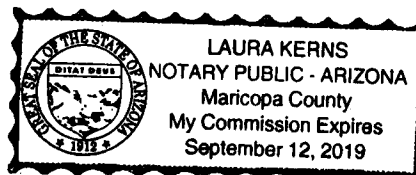
By: Grace E. Pena
GRACE E. PENIA (Signature)
ASSISTANT VICE PRESIDENT

State of **ARIZONA**
County of **MARICOPA**


The foregoing instrument was acknowledged before me this 4.8.16 by
Grace E. Pena, Assistant Vice President
of **COUNTRYWIDE HOME LOANS, INC.** a Arizona company, on behalf of the
company.



Notary Public



Printed Name: Laura Kerns
My commission expires: 9-12-2019

 **RATTS**
51287061
FIRST AMERICAN ELS
ASSIGNMENT

IN



Wintrack #: 10122736



This Document Prepared By:
LOURDES RODRIGUEZ
BANK OF AMERICA
MC: FL1-908-01-05
4909 SAVARESE CIR.
TAMPA, FL 33634
(800) 444-4302

When Recorded Mail To:
BANK OF AMERICA
MC: FL1-908-01-05
4909 SAVARESE CIR.
TAMPA, FL 33634

_____[Space Above This Line for Recording Data]_____

ASSIGNMENT OF MORTGAGE

For Value Received. **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-I, BY BANK OF AMERICA, N.A., ITS ATTORNEY-IN-FACT.,** the undersigned holder of a Mortgage (herein "Assignor"). whose address is **C/O BANK OF AMERICA, N.A., 4909 SAVARESE CIRCLE, TAMPA, FL 33634,** does hereby grant, assign, transfer and convey, unto **BOFA MERRILL LYNCH ASSET HOLDINGS, INC. (herein "Assignee").** whose address is **ONE BRYANT PARK, NEW YORK, NY 10036.**

A certain Mortgage dated **MAY 3, 2004** having been given to secure payment of **\$15,000.00,** which Mortgage is recorded on **MAY 26, 2004** in **INSTRUMENT NO. 2004012416** of the official Records of **VIGO COUNTY, State of INDIANA,** made and executed by **MARVIN R. RATTS AND PENNY RATTS, HUSBAND AND WIFE,** upon the following property located at **4800 WILKIE ROAD, TERRE HAUTE, INDIANA 47802** and situated in **VIGO County, State of INDIANA.**

THE FOLLOWING REAL ESTATE SHOWN IN COUNTY IN VIGO COUNTY IN THE STATE OF INDIANA, TO WIT: LOT NUMBER TWO (2) IN B AND JK SUBDIVISION, 2-LOT, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE 1/40 OF SECTION 7, TOWNSHIP 11 NORTH, RANGE 9 WEST, SHOWN BY THE RECORDED PLAT THEREOF, RECORDED OCTOBER 22, 1999 IN PLAT RECORDED 33, PAGE 160, IN THE RECORDS OF THE RECORDER'S OFFICE, VIGO COUNTY, INDIANA.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

02/22/2024
Date

POA RECORDED ON 2/5/2004
INSTRUMENT NO. 2024001027

**THE BANK OF NEW YORK MELLON FKA THE BANK OF
NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO
JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE
FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST,
SERIES 2004-I, BY BANK OF AMERICA, N.A., ITS ATTORNEY-
IN-FACT**

By: [Signature]
(Signature)

**LOURDES RODRIGUEZ
ASSISTANT VICE PRESIDENT**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law LOURDES RODRIGUEZ
[Printed Name]

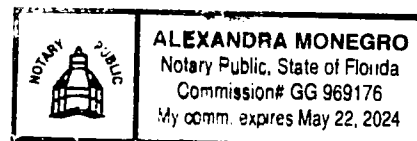
_____[Space Below This Line for Acknowledgments]_____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 22 day of February, 2024, by
**LOURDES RODRIGUEZ as ASSISTANT VICE PRESIDENT for THE BANK
OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR
INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE
TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST,
SERIES 2004-I, BY BANK OF AMERICA, N.A., ITS ATTORNEY-IN-FACT**

Alexandra Monegro
(Signature of Notary Public - State of Florida)
Alexandra Monegro

(Print Name of Notary Public)



Personally Known OR Produced Identification
Type of Identification Produced N/A

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NAME: Ratts, Penny
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9618872	Vigo	12/06/1996	MORT : MORTGAGE	RATTS, PENNY S Search Search RATTTS, MARVIN R Search AMERICAN GENERAL FINANCE INC	Search Search
Book 442, Page 1222	Vigo	04/14/1997	DEED : WARRANTY DEED	RATTS, PENNY Search Search RATTTS, MARVIN CAIN, WILLIAM	Search 34-12N-9W Search Search
975586	Vigo	04/25/1997	REL : MORTGAGE RELEASE	RATTS, PENNY Search Search RATTTS, MARVIN Search AMERICAN GENERAL FINANCE	Search Search Search
200009233	Vigo	06/16/2000	MORT : MORTGAGE	RATTS, PENNY S Search Search RATTTS, MARIVN R Search AMERICAN GENERAL FINANCE INC	Search Lot 49 Block 0 TOWN OF MIDDLETON Search Lot 56 Block 0 TOWN OF MIDDLETON
Book 445, Page 4610	Vigo	07/07/2000	DEED : WARRANTY DEED	RATTS, PENNY Search Search KILLION, ALICE JANE Search KILLION, ROBERT RAY Search RATTTS, MARVIN R	Search Lot 2 Block 0 B & J K SUBDIVISION 2 LOT
200014794	Vigo	09/19/2000	MORT : REAL ESTATE MORTGAGE	RATTS, PENNY Search Search RATTTS, MARVIN R Search AMERICAN GENERAL FINANCE INC	Search Lot 2 Block 0 B J K SUB 2 LOT

Document Details	County	Date	Type	Name	Legal
Book 445, Page 7046	Vigo	10/06/2000	DEED : WARRANTY DEED	RATTS, PENNY S Search Search KILLION, ALICE J Search KILLION, ROBERT R Search RATTS, MARVIN R	Search 7-11N-9W
200018444	Vigo	11/27/2000	REL : MORTGAGE RELEASE	RATTS, PENNY S Search Search RATTS, MARVIN R Search FIFTH THIRD BANK INDIANA	
200019850	Vigo	12/26/2000	MORT : MORTGAGE	RATTS, PENNY Search Search RATTS, MARVIN R Search AMERICAN GENERAL FINANCE	Search 7-11N-9W SE
200120941	Vigo	10/05/2001	MISC : LAND CONTRACT	RATTS, PENNY S Search Search RATTS, MARVIN R Search BRYANT, SYLVIA SUE	Search Lot 49 Block 0 MIDDLETOWN TOWN OF Search Lot 56 Block 0 MIDDLETOWN TOWN OF
200206224	Vigo	03/11/2002	MISC : MISCELLANEOUS	RATTS, PENNY S Search Search RATTS, MARVIN R Search BRYANT, SYLVIA SUE	Search Lot 49 Block 0 MIDDLETOWN TOWN OF Search Lot 56 Block 0 MIDDLETOWN TOWN OF
2003023296	Vigo	08/12/2003	REL : MORTGAGE RELEASE	RATTS, PENNY Search Search RATTS, MARVIN R Search AMERICAN GENERAL FINANCIAL SER. INC	
2003023298	Vigo	08/12/2003	REL : MORTGAGE RELEASE	RATTS, PENNY Search Search RATTS, MARVIN R Search AMERICAN GENERAL FINANCIAL SER INC	
2003025016	Vigo	08/25/2003	MORT : MORTGAGE	RATTS, PENNY Search Search RATTS, MARVIN R Search AMERICAS WHOLESALE LENDER	Search Lot 2 B& JK SUB 2 LOT

Document Details	County	Date	Type	Name	Legal
2004012416	Vigo	05/26/2004	MORT : MORTGAGE	RATTS, PENNY Search Search RATTS, MARVIN R Search COUNTRYWIDE HOME LOANS INC	Search Lot 2 B & J K SUBDIVISION 2 LOT
2014002602	Vigo	02/21/2014	LIEN : SEWER LIEN	RATTS, PENNY Search Search RATTS, MARVIN R Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	Search Lot 2 B & J K SUBDIVISION 2 LOT Search 7-11N-9W
2015003352	Vigo	04/10/2015	REL : SEWER LIEN RELEASE	RATTS, PENNY Search Search RATTS, MARVIN R Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	Search Lot 2 B & J K SUBDIVISION 2 LOT
2015010379	Vigo	10/06/2015	ASGN : ASSIGN MORTGAGE	RATTS, PENNY S Search Search AMERICAN GENERAL FINANCIAL SERVICES INC Search RATTS, MARVIN R Search SPRINGLEAF FINANCIAL SERVICES OF INDIANA INC see details for more	
2016001720	Vigo	02/18/2016	ASGN : ASSIGN MORTGAGE	RATTS, PENNY Search Search AMERICAS WHOLESALE LENDER Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RATTS, MARVIN R see details for more	
2016003839	Vigo	04/18/2016	ASGN : ASSIGN MORTGAGE	RATTS, PENNY Search Search COUNTRYWIDE HOME LOANS INC Search RATTS, MARVIN R Search BANK OF NEW YORK MELLON see details for more	

Document Details	County	Date	Type	Name	Legal
2016004486	Vigo	05/05/2016	ASGN : ASSIGN MORTGAGE	RATTS, PENNY S Search Search RATTS, MARVIN R Search US BANK NATIONAL ASSOCIATION Search CIM TRUST 2015 3AG MORTGAGE BACKED NOTES see details for more	Search Lot 49 MIDDLETOWN TOWN OF Search Lot 56 MIDDLETOWN TOWN OF
2017011691	Vigo	11/16/2017	DEED : SHERIFF'S DEED	RATTS, PENNY S Search Search RATTS, MARVIN R Search SHERIFF OF VIGO COUNTY Search CIM TRUST 2015 3AG see details for more	Search Lot 49,56 MIDDLETOWN TOWN OF
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Book 432, Page 247	Vigo		DEED : DEED	RATTS, PENNY Search Search BRYANT, DELSIE Search BRYANT, RUSSELL Search RATTS, MARVIN	
Book 410, Page 990	Vigo		DEED : DEED	RATTS, PENNY S Search Search DAY, VICKIE J Search RATTS, MARVIN R	
Book 436, Page 181	Vigo		DEED : DEED	RATTS, PENNY SUE Search Search DAY, RONALD JOE Search DAY, STEVE ALLEN Search DICKENS, KATHY ANN see details for more	

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975586	Vigo	04/25/1997	REL : MORTGAGE RELEASE	RATTS, MARVIN Search Search RATTS, PENNY Search AMERICAN GENERAL FINANCE	Search Search Search
975587	Vigo	04/25/1997	REL : MORTGAGE RELEASE	RATTS, MARVIN R Search Search RATTS, PENN S Search AMERICAN GENERAL FINANCE	Search Search Search
Book 445, Page 4610	Vigo	07/07/2000	DEED : WARRANTY DEED	RATTS, MARVIN R Search Search KILLION, ALICE JANE Search KILLION, ROBERT RAY Search RATTS, PENNY	Search Lot 2 Block 0 B & J K SUBDIVISION 2 LOT
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2003023298	Vigo	08/12/2003	REL : MORTGAGE RELEASE	RATTS, MARVIN R Search Search RATTS, PENNY Search AMERICAN GENERAL FINANCIAL SER INC	
2003025016	Vigo	08/25/2003	MORT : MORTGAGE	RATTS, MARVIN R Search Search RATTS, PENNY Search AMERICAS WHOLESALE LENDER	Search Lot 2 B& JK SUB 2 LOT
2004012416	Vigo	05/26/2004	MORT : MORTGAGE	RATTS, MARVIN R Search Search RATTS, PENNY Search COUNTRYWIDE HOME LOANS INC	Search Lot 2 B & J K SUBDIVISION 2 LOT
2007011901	Vigo	08/09/2007	LIEN : TAP ON LIEN	RATTS, MARVIN Search Search CITY TERRE HAUTE BOARD OF WORKS & SAFETY	

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2012015595	Vigo	10/16/2012	REL : SEWER LIEN RELEASE	RATTS, MARVIN Search Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	
2014002602	Vigo	02/21/2014	LIEN : SEWER LIEN	RATTS, MARVIN R Search Search RATTS, PENNY Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	Search Lot 2 B & J K SUBDIVISION 2 LOT Search 7-11N-9W
2015003352	Vigo	04/10/2015	REL : SEWER LIEN RELEASE	RATTS, MARVIN R Search Search RATTS, PENNY Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	Search Lot 2 B & J K SUBDIVISION 2 LOT
2015010379	Vigo	10/06/2015	ASGN : ASSIGN MORTGAGE	RATTS, MARVIN R Search Search AMERICAN GENERAL FINANCIAL SERVICES INC Search RATTS, PENNY S Search SPRINGLEAF FINANCIAL SERVICES OF INDIANA INC see details for more	
2016001720	Vigo	02/18/2016	ASGN : ASSIGN MORTGAGE	RATTS, MARVIN R Search Search AMERICAS WHOLESALE LENDER Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RATTS, PENNY see details for more	
2016003839	Vigo	04/18/2016	ASGN : ASSIGN MORTGAGE	RATTS, MARVIN R Search Search COUNTRYWIDE HOME LOANS INC Search RATTS, PENNY Search BANK OF NEW YORK MELLON see details for more	
2016004486	Vigo	05/05/2016	ASGN : ASSIGN MORTGAGE	RATTS, MARVIN R Search Search RATTS, PENNY S Search US BANK NATIONAL ASSOCIATION Search CIM TRUST 2015 3AG MORTGAGE BACKED NOTES see details for more	Search Lot 49 MIDDLETOWN TOWN OF Search Lot 56 MIDDLETOWN TOWN OF

Document Details	County	Date	Type	Name	Legal
2017011691	Vigo	11/16/2017	DEED : SHERIFF'S DEED	RATTS, MARVIN R Search Search RATTS, PENNY S Search SHERIFF OF VIGO COUNTY Search CIM TRUST 2015 3AG see details for more	Search Lot 49,56 MIDDLETOWN TOWN OF
2024002535	Vigo	03/04/2024	ASGN : ASSIGN MORTGAGE	RATTS, MARVIN R Search Search BANK OF AMERICA NA Search BANK OF NEW YORK Search BANK OF NEW YORK MELLON see details for more	Search Lot 2 B & J K SUBDIVISION 2 LOT
Book 432, Page 247	Vigo		DEED : DEED	RATTS, MARVIN Search Search BRYANT, DELSIE Search BRYANT, RUSSELL Search RATTS, PENNY	
Book 372, Page 872	Vigo		DEED : DEED	RATTS, MARVIN R Search Search MILLER, EARL W Search MILLER, MARTHA C Search RATTS, BEVERLY R	
Book 383, Page 989	Vigo		DEED : DEED	RATTS, MARVIN R Search Search RATTS, BEVERLY R	
Book 410, Page 990	Vigo		DEED : DEED	RATTS, MARVIN R Search Search DAY, VICKIE J Search RATTS, PENNY S	

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