



**LIEN SEARCH  
PRODUCT COVER SHEET**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-IFC-02309	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	JOHN CALLAHAN, MARGARET CALLAHAN		
PROPERTY ADDRESS:	117 BERKLEY		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

**SEARCH INFORMATION**

SEARCH DATE:	06/09/2025	EFFECTIVE DATE:	06/07/2025
NAME(S) SEARCHED:	JOHN CALLAHAN, MARGARET CALLAHAN		
ADDRESS/PARCEL SEARCHED:	117 BERKLEY, TERRE HAUTE, IN 47803/84-07-19-177-006.000-009		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

JOHN T. CALLAHAN AND MARGARET CALLAHAN, HUSBAND AND WIFE
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	CORPORATE WARRANTY DEED	GRANTOR:	FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA
DATED DATE:	04/02/2019	GRANTEE:	JOHN T. CALLAHAN AND MARGARET CALLAHAN, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	04/03/2019
INSTRUMENT NO:	2019003303		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2025 (SPRING)	TAX YEAR:	2025 (FALL)
TAX AMOUNT:	\$1,346.33	TAX AMOUNT:	\$1,346.33
TAX STATUS:	UNPAID	TAX STATUS:	UNPAID
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$214,799.00
DATED DATE:	12/08/2021	RECORDED DATE	12/21/2021
INSTRUMENT NO:	2021017034	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED - END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JOHN CALLAHAN AKA JOHN T. CALLAHAN AND MARGARET CALLAHAN		
LENDER:	OLD NATIONAL BANK		
TRUSTEE:	N/A		
COMMENTS:			

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$20,000.00
DATED DATE:	07/14/2023	RECORDED DATE	07/28/2023
INSTRUMENT NO:	2023008051	BOOK/PAGE:	N/A

OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JOHN T CALLAHAN AND MARGARET CALLAHAN, HUSBAND AND WIFE		
LENDER:	INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION		
TRUSTEE:	N/A		
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	UCC FINANCING STATEMENT	AMOUNT:	\$0.00
DATED DATE:	12/01/2022	RECORDED DATE	12/01/2022
INSTRUMENT NO:	2022014487	BOOK/PAGE:	N/A
DEBTOR'S NAME:	JOHN THOMAS CALLAHAN		
SECURED PARTY'S NAME:	CROSS RIVER BANK AND ITS SUCCESSORS AND ASSIGNS C/O MARIETTE SERVICING, LLC		
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE		
ADDITIONAL NOTES			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, INDIANA, TO-WIT:</p> <p>LOT 151 IN WOODRIDGE PARK SIXTH SECTION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 8 WEST., AS SHOWN IN PLAT RECORDED APRIL 16, 1952 AT PLAT RECORD 17, PAGES 18 AND 19, IN RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.</p>			



117 Berkley Drive

Terre Haute, IN 47803

Callahan John T H/W &  
Margaret Callahan H/W

117 Berkley  
Terre Haute, IN 47803

Spring Due by 05/12/2025: \$1,346.33

Fall Due by 11/10/2025: \$1,346.33

\$2,692.66

Total Due ⓘ

Property Information

Tax Year/Pay Year	Homestead Credit Filed?
2024 / 2025	Yes
Parcel Number	Over 65 Circuit Breaker?
84-07-19-177-006.000-009	No
Duplicate Number	Legal Description
1071165	Note: Not to be used on legal documents
Property Type	WOODRIDGE PARK 6TH SEC (117 BERKLEY)
Real	MISC-209/1250 & D-439/3007 19-12-8 LOT 151
Tax Unit / Description	Section-Township-Range
9 - Terre Haute City Lost Creek To	19, 12, 08
Property Class	Parcel Acres
RESIDENTIAL ONE FAMILY DWELLING ON A	No Info
PLATTED LOT	Lot Number
Mortgage Company	151
None	Block/Subdivision
TIF	No info
None	

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$1,346.33	\$0.00	\$1,346.33
Spring Penalty:	\$0.00	\$0.00	\$0.00

	<b>Tax Bill</b>	<b>Adjustments</b>	<b>Balance</b>
<b>Spring Annual:</b>	\$0.00	\$0.00	\$0.00
<b>Fall Tax:</b>	\$1,346.33	\$0.00	\$1,346.33
<b>Fall Penalty:</b>	\$0.00	\$0.00	\$0.00
<b>Fall Annual:</b>	\$0.00	\$0.00	\$0.00
<b>Delq NTS Tax:</b>	\$1,314.67	\$0.00	\$1,314.67
<b>Delq NTS Pen:</b>	\$131.47	\$0.00	\$131.47
<b>Delq TS Tax:</b>	\$0.00	\$0.00	\$0.00
<b>Delq TS Pen:</b>	\$131.47	\$0.00	\$131.47
<b>Other Assess:</b>	\$0.00	\$0.00	\$0.00
<b>Late Fine:</b>	\$0.00	\$0.00	\$0.00
<b>Late Penalty:</b>	\$0.00	\$0.00	\$0.00
<b>Demand Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Jdg Tax/Pen/Int:</b>	\$0.00	\$0.00	\$0.00
<b>Judgement Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Advert Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Tax Sale Fee:</b>	\$0.00	\$0.00	\$0.00
<b>NSF Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Certified to Court:</b>	\$0.00	\$0.00	\$0.00
<b>LIT Credits:</b>	\$0.00	\$0.00	\$0.00
<b>PTRC:</b>	\$0.00	\$0.00	\$0.00
<b>HMST Credit:</b>	\$0.00	\$0.00	\$0.00
<b>Circuit Breaker Credit:</b>	\$2,999.94	\$0.00	\$2,999.94
<b>Over 65 CB Credit:</b>	\$0.00	\$0.00	\$0.00
<b>Tax and Penalty:</b>			\$4,270.27
<b>Other Assess (+):</b>			\$0.00
<b>Fees (+):</b>			\$0.00
<b>Cert to Court (-):</b>			\$0.00
<b>Subtotal:</b>			\$4,270.27
<b>Receipts:</b>			\$1,577.61
<b>Total Due:</b>			\$2,692.66
<b>Surplus Transfer:</b>			\$0.00
<b>Account Balance:</b>			\$2,692.66

## Payments



Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	12/16/2024	S	\$1,577.61	Lock Box Payment 12/13/2024 Check Nbr 72890	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<a href="#">2025</a>	\$1,346.33	\$1,346.33	\$1,577.61	\$4,270.27	\$1,577.61
<a href="#">2024</a>	\$1,314.67	\$1,314.67	\$1,514.85	\$4,144.19	\$2,698.05
<a href="#">2023</a>	\$1,257.62	\$1,257.62	\$1,289.49	\$3,804.73	\$2,547.11
<a href="#">2022</a>	\$1,172.26	\$1,172.26	\$117.23	\$2,461.75	\$1,289.49
<a href="#">2021</a>	\$1,214.62	\$1,214.62	\$0.00	\$2,429.24	\$2,429.24
<a href="#">2020</a>					
<a href="#">2019</a>					

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
<b>1. Gross assessed value of property</b>		
1a. Gross assessed value of land and improvements	\$236,400	\$248,900
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$2,600	\$0
<b>2. Equals total gross assessed value of property</b>	\$239,000	\$248,900
2a. Minus deductions	(\$123,360)	(\$123,338)
<b>3. Equals subtotal of net assessed value of property</b>	\$115,640	\$125,562
3a. Multiplied by your local tax rate	4.6468	4.5337
<b>4. Equals gross tax liability</b>	\$5,373.57	\$5,692.60
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$2,744.23)	(\$2,999.94)
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
<b>5. Total property tax liability</b>	\$2,629.34	\$2,692.66

Assessed Values as of 01/01/2024

Land Value	\$40,900
Improvements	\$208,000

Exemptions / Deductions

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$75,338.00
Count: 2	\$123,338.00

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
FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED	04/03/2019		2019003303		
DEVER THOMAS E & LAURA H	08/07/2018		2018008156		

APR 03 2019

2019003303 CORP WD \$25.00  
04/03/2019 02:49:45P 2 PGS  
Stacey Todd  
VIGO County Recorder IN  
Recorded as Presented



*James W Brumby*  
VIGO COUNTY AUDITOR

## CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That the First Baptist Church of Terre Haute Indiana Incorporated, a corporation organized and existing under the laws of the State of INDIANA, (hereinafter called GRANTOR), for and in consideration of the payment to it of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **CONVEYS AND WARRANTS** to John T. Callahan and Margaret Callahan, Husband and Wife, of Vigo County, State of INDIANA, (hereinafter called GRANTEE(S)), the following described real estate in Vigo County, Indiana, to-wit:

Lot 151 in Woodridge Park Sixth Section, being a Subdivision in the North half of Section 19, Township 12 North, Range 8 West, as shown in plat recorded April 16, 1952 at Plat Record 17, Pages 18 and 19, in records of the Recorder's Office of Vigo County, Indiana.

Subject to any rights-of-way, easements, leases, restrictions, reservations, covenants, rights of persons in possession, outstanding mineral interests, land use restrictions imposed by governmental authorities, and all other matters of record, if any there be.

Subject to real estate taxes prorated to the date hereof.

As a further consideration of the payment of the above sum, the persons executing this deed on behalf of Grantor represent and certify, for the purpose of inducing Grantee(s) to accept this Warranty Deed, that they are the duly elected officers of Grantor and have been fully empowered by the By-Laws of Grantor and proper resolution of the Board of Directors of Grantor to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate conveyed by this instrument and that all necessary action for the making of such conveyance has been taken; that the real estate conveyed by this instrument is conveyed in the usual and regular course of business as such term is defined in the Indiana Business Corporation Law, as amended.

IN WITNESS WHEREOF, the First Baptist Church of Terre Haute Indiana Incorporated has caused this deed to be executed in its name and on its behalf by its duly authorized officers, this 9th day of April, 2019.

First Baptist Church of Terre Haute  
Indiana Incorporated

By:

*Sharon W Cordray*  
Signature

By:

*Donald D Rusk*  
Signature

SHARON W CORDRAY CHAIRMAN  
Printed Name & Title TRUSTEES

Donald D. Rusk - TREASURER  
Printed Name & Title

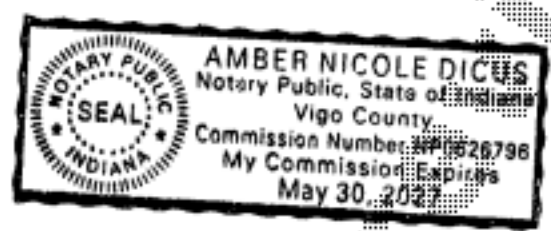
By: Glenn J Carquell  
Signature

Glenn J Carquell Moderator  
Printed Name & Title

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

I, Amber Nicole Dicus, a Notary Public in and for said county and state, do hereby certify that Sharm W Cordray, Donald D Busk, and Glen G Credwell, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, and to be such officers, appeared before me this day in person and, being first duly sworn, said and acknowledged that they are such officers and that they signed and delivered said deed as a free and voluntary act of said First Baptist Church of Terre Haute Indiana Incorporated and as their own free and voluntary act as such Trustee, Treasurer, and Moderator, by authority of the Board of Directors of said corporation for the use and purposes therein set forth.

Given under my hand and notarial seal this and day of April, 2019, 2019.



Amber Nicole Dicus  
Notary Public  
Amber Nicole Dicus  
(Printed Name)

My Commission Expires:  
May 30, 2027

My County of Residence:  
VIGO

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.

Laura A Haddix  
Signature  
Laura A. Haddix  
Printed Name

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

GRANTEE'S ADDRESS: 117 Berkley, Terre Haute, IN 47803

MAIL TAX STATEMENTS TO: Rudys Mortgage Company, Inc. 1110 E. Dupont Rd., Fort Wayne, IN 46825



RECORDATION REQUESTED BY:  
OLD NATIONAL BANK  
039 TERRE HAUTE POPLAR EAST  
2429 POPLAR STREET  
TERRE HAUTE, IN 47803

WHEN RECORDED MAIL TO:  
Old National Bank  
PO Box 3728  
Evansville, IN 47736-3728

SEND TAX NOTICES TO:  
JOHN CALLAHAN  
MARGARET CALLAHAN  
117 BERKLEY  
TERRE HAUTE, IN 47803-1707



\*#####%12082021%0745%#####\*

### MORTGAGE

THIS MORTGAGE dated December 8, 2021, is made and executed between JOHN CALLAHAN AKA JOHN T. CALLAHAN and MARGARET CALLAHAN, whose address is 117 BERKLEY, TERRE HAUTE, IN 47803 (referred to below as "Grantor") and OLD NATIONAL BANK, whose address is 2429 POPLAR STREET, TERRE HAUTE, IN 47803 (referred to below as "Lender").

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

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 117 BERKLEY, TERRE HAUTE, IN 47803-1707.

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

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

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



**MORTGAGE.** THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby: (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance

of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.



**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

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

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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

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

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

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

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



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

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

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

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

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

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

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

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

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

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

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the

claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

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

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

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

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

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

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

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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

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

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in



default and to exercise Lender's remedies.

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

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

**ESCROW.** In addition to its other rights and remedies stated herein, if Grantor or Borrower is in default of its obligations as indicated in the Lender's Expenditures section herein, Lender may, at any time, in accordance with the relevant provisions of the Real Estate Settlement Procedures Act ("RESPA"), collect and hold funds ("Escrow") necessary to pay such obligations. Lender may establish such Escrow notwithstanding any prior waiver of escrow by Grantor or Borrower, and may advance any amounts paid by Lender pursuant to the Lender's Expenditures section herein, or otherwise, out of such Escrow, and may treat any such funds advanced by Lender to have been advanced out of such Escrow at the time of establishment of Escrow (if not already in place at the time of payment), notwithstanding that establishment of such Escrow may create an immediate negative Escrow balance.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

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

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of VIGO County, State of Indiana.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

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

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means JOHN CALLAHAN and MARGARET CALLAHAN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

**Grantor.** The word "Grantor" means JOHN CALLAHAN and MARGARET CALLAHAN.

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

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

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means OLD NATIONAL BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

**Note.** The word "Note" means the promissory note dated December 8, 2021, in the original principal amount of \$214,700.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 15, 2051.

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

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

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

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust,

MORTGAGE  
(Continued)

Page 9

security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

GRANTOR:


X [Signature]  
JOHN CALLAHAN

X [Signature]  
MARGARET CALLAHAN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Union

)  
) SS  LORI ANN ELLINGSWORTH  
Resident of Vigo County, IN  
Commission Expires: May 11, 2024  
)

On this day before me, the undersigned Notary Public, personally appeared JOHN CALLAHAN and MARGARET CALLAHAN, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of December, 20 21.

By Lori Ann Ellingsworth Residing at Union

Notary Public in and for the State of Indiana My commission expires May 11 2024

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (MINDI HANN).

This Mortgage was prepared by: MINDI HANN

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Old National Bank

NMLSR ID: 459308

Individual: Mindi Hann

NMLSR ID: 1573867

D21102225

**SCHEDULE "A"**

THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, INDIANA, TO-WIT:

LOT 151 IN WOODRIDGE PARK SIXTH SECTION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 8 WEST., AS SHOWN IN PLAT RECORDED APRIL 16, 1952 AT PLAT RECORD 17, PAGES 18 AND 19, IN RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO JOHN T. CALLAHAN AND MARGARET CALLAHAN, HUSBAND AND WIFE BY DEED FROM THE FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED, A CORPORATION RECORDED 04/03/2019 IN DEED INSTRUMENT NO. 2019003303, IN THE RECORDER'S OFFICE OF VIGO COUNTY, IN.

PARCEL ID: 84-07-19-177-006.000-009

KNOWN AS: 117 BERKLEY DRIVE, TERRE HAUTE, IN, 478031707



After Recording Return To:

Indiana State University FCU  
444 N. 3rd Street  
Terre Haute, IN 47807

2023008051 MTO \$55.00  
07/28/2023 11:39:22A 18 PGS  
Diana Winsted-Smith  
VIGO County Recorder IN  
Recorded as Presented



[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

### Parties

(A) **"Borrower"** is  
John T Callahan & Margaret Callahan, husband and wife

currently residing at 117 BERKLEY, TERRE HAUTE, IN 47803-1707

Borrower is the mortgagor under this Security Instrument.

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

Lender is a Credit Union

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

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

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

### Documents

(C) **"Note"** means the promissory note dated 7/14/2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either: (i) paper form, using Borrower's written pen and ink signature; or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender

Twenty Thousand

Dollars (U.S. \$20,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than 8/2/2033

(D) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

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

(E) **"Security Instrument"** means this document, which is dated 7/14/2023, together with all Riders to this document.

#### Additional Definitions

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

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

(H) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent; or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(J) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(K) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(L) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(N) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(O) **"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.



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

(Q) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(R) **"Periodic Payment"** means the regularly scheduled amount due for: (i) principal and interest under the Note; plus (ii) any amounts under Section 3.

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

(T) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

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

(V) **"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.

(W) **"UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages, grants, and conveys to Lender the following described property located in the

COUNTY

of VIGO

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

which currently has the address of 117 BERKLEY

TERRE HAUTE

[City]

, Indiana 47803-1707

[Zip Code]

[Street]

("Property Address");

4

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Indiana state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

**(a) Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

**(b) Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied

to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

**(c) Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

**(d) No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

### **3. Funds for Escrow Items.**

**(a) Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

**(b) Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts that are then required under this Section 3.

**(c) Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

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

**(d) Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

**4. Charges; Liens.** Borrower must pay: (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument; (b) leasehold payments or ground rents on the Property, if any; and (c) Community Association Dues, Fees,



and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

#### **5. Property Insurance.**

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable

7

to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(e) Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

**7. Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

**(a) Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

**(b) Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

**(c) Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

**10. Assignment of Rents.**

**(a) Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until: (i) Lender has given Borrower notice of Default pursuant to Section 26; and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

**(b) Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable



Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

**(c) Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

**(d) Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

**(e) No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

**(f) Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

**(g) Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

## **11. Mortgage Insurance.**

**(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and: (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance; or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will 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 11 affects Borrower's obligation to pay interest at the Note rate.

**(b) Mortgage Insurance Agreements.** Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

## **12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

**(a) Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

**(b) Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property



11

immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

**(d) Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower: (i) abandons the Property; or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

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

**14. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

#### **15. Loan Charges.**

**(a) Tax and Flood Determination Fees.** Lender may require Borrower to pay: (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan; and (ii) either: (A) a one-time charge for flood zone determination, certification, and tracking services; or (B) a one-time charge for flood zone determination and certification services and subsequent charges each

time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

**(b) Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

**(c) Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**(d) Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the 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). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**16. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

**(a) Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when: (i) mailed by first class mail; or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(b) Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

**(c) Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

**(d) Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address

(including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**(e) Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**17. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Indiana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law: (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision; and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**18. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**19. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

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

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**20. Borrower's Right to Reinstate the Loan after Acceleration.** If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of: (a) five days before any foreclosure sale of the Property; or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the



Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**21. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**22. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

**23. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that: (a) arises from the other party's actions pursuant to this Security Instrument or the Note; or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

#### **24. Hazardous Substances.**

**(a) Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law; and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

**25. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

**26. Acceleration; Remedies.**

**(a) Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

**(b) Acceleration; Foreclosure; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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


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

**29. Stated Maturity Date.** The stated maturity date is the date by which the debt must be paid in full as set forth in the definition of Note.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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


 \_\_\_\_\_ (Seal)  
 John T Callahan -Borrower


 \_\_\_\_\_ (Seal)  
 Margaret Callahan -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF INDIANA, Vigo County ss:

On this 14th day of July 2023, before me, the undersigned, a Notary Public in and for said County, personally appeared John T Callahan  
Margaret Callahan

and acknowledged the execution of the foregoing instrument.

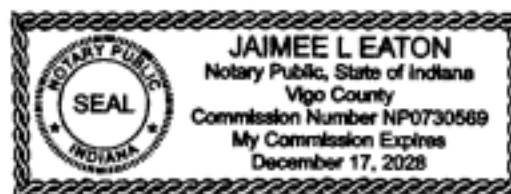
Witness my hand and official seal.


 \_\_\_\_\_

Notary Public Jaimee L Eaton

My Commission expires 12/17/2028

County of Residence: Vigo

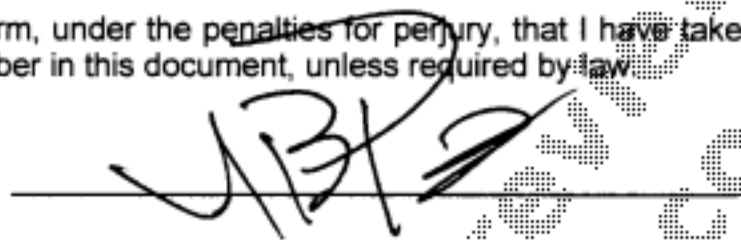


**LOAN ORIGINATOR & NMLSR ID NUMBER INFORMATION**

<b>Individual Loan Originator's Name</b>	<b>Nationwide Mortgage Licensing System And Registry (NMLSR) Identification (ID) Number</b>
Nick Pell	1333982
<b>Loan Originator Organization's Name</b>	<b>Nationwide Mortgage Licensing System And Registry (NMLSR) Identification (ID) Number</b>
Indiana State University FCU	486345

This instrument was prepared by Nick Pell

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



Nick Pell  
Printed Name

**Legal Description:**

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

Lot 151 in Woodridge Park Sixth Section, being a Subdivision in the North half of Section 19, Township 12 North, Range 8 West., as shown in plat recorded April 16, 1952 at Plat Record 17, Pages 18 and 19, in records of the Recorder's Office of Vigo County, Indiana.

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590933-2025060912551



# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

2022014487 FINAN STMT \$25.00  
12/01/2022 10:48:15 3 PGS  
Diana Winsted-Smith  
VIGO County Recorder IN  
Recorded as Presented



A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  2446 30630 CSC 801 Adlai Stevenson Drive Springfield, IL 62703  Filed In: Indiana (Vigo)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME Callahan	FIRST PERSONAL NAME John	ADDITIONAL NAME(S)/INITIAL(S) Thomas	SUFFIX
1c. MAILING ADDRESS 117 Berkley		CITY Terre Haute	STATE IN	POSTAL CODE 47803 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Cross River Bank and its successors and assigns c/o Mariette Servicing, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3419 Silverside Road		CITY Wilmington	STATE DE	POSTAL CODE 19810 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All fixtures now or hereafter securely and/or permanently attached to the property identified above, excluding personal effects and household goods or appliances that are not considered fixtures under applicable law.  
Fixture Definition: An object physically and permanently attached or fastened to the property. This includes items that have the following method of attachment: bolted, screwed, nailed, glued, or cemented onto the walls, floors, ceilings or any other part of the home.  
Proposed Fixtures include but not limited to:  
Built-in cabinets and shelving  
Bathroom vanities  
Light fixtures

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

2446 30630

# UCC FINANCING STATEMENT ADDENDUM

## FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

Callahan

FIRST PERSONAL NAME

John

ADDITIONAL NAME(S)/INITIAL(S)

Thomas

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (if recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

John Thomas Callahan & Margaret Callahan  
117 Berkley  
Terre Haute, IN 47803  
Vigo County

16. Description of real estate:

APN: 84-07-19-177-006.00

Property Address:

117 Berkley  
Terre Haute, IN 47803  
Vigo County

LOT:151 BLK:177 SEC:19 DIST:0005 CITY/MUNI/TWP:LOST CREEK TOWNSHIP WOODRIDGE PARK 6TH SEC (117

17. MISCELLANEOUS:

# UCC FINANCING STATEMENT ADDENDUM

## FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME

Callahan

FIRST PERSONAL NAME

John

ADDITIONAL NAME(S)/INITIAL(S)

Thomas

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

BERKLEY) MISC-209/1250 & D-439/3007 19-12-8 LOT 151

17. MISCELLANEOUS:

## Search Results for:

**LOT: 151**  
**SUBDIVISION: WOODRIDGE PARK 6TH SEC**  
**REGION: Vigo County, IN**  
**DOCUMENTS VALIDATED THROUGH: 06/6/2025 2:55 PM**

Showing 12 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">200221223</a>	Vigo	08/08/2002	MORT : MORTGAGE	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 Block 0 WOODRIDGE PARK 6TH SEC
<a href="#">200221986</a>	Vigo	08/09/2002	MORT : REAL ESTATE MORTGAGE	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 Block 0 WOODRIDGE PARK 6TH SEC
<a href="#">2007001605</a>	Vigo	01/30/2007	MORT : MORTGAGE	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2013003256</a>	Vigo	02/27/2013	MORT : MORTGAGE	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> JPMORGAN CHASE BANK NA	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2013003257</a>	Vigo	02/27/2013	MORT : SUBORDINATION OF MORTGAGE	<a href="#">Search</a> OLD NATIONAL BANK <a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2017002923</a>	Vigo	03/28/2017	MORT : MORTGAGE MODIFICATION	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2018008156</a>	Vigo	08/07/2018	DEED : WARRANTY DEED	<a href="#">Search</a> DEVER, LAURA H <a href="#">Search</a> DEVER, THOMAS E <a href="#">Search</a> FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC <a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2019003303</a>	Vigo	04/03/2019	DEED : CORPORATE WARRANTY DEED	<a href="#">Search</a> FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> CALLAHAN, MARGARET	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC



Document Details	County	Date	Type	Name	Legal
<a href="#">2019003304</a>	Vigo	04/03/2019	MORT : MORTGAGE	<a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> RUOFF MORTGAGE COMPANY INC	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2021017034</a>	Vigo	12/21/2021	MORT : MORTGAGE	<a href="#">Search</a> CALLAHAN, JOHN <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2022014487</a>	Vigo	12/01/2022	UCC : A9-FINANCING STATEMENT	<a href="#">Search</a> CALLAHAN, JOHN THOMAS <a href="#">Search</a> CROSS RIVER BANK <a href="#">Search</a> MARLETTE SERVICING LLC	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2023008051</a>	Vigo	07/28/2023	MORT : MORTGAGE	<a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC

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## Search Results for:

**NAME: CALLAHAN, MARGARET (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 06/6/2025 2:55 PM**

Showing 43 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">Book D16, Page 242</a>	Vigo	10/06/1966	MORT : MORTGAGE	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ROBERT J <a href="#">Search</a> FORT HARRISON SAVINGS ASSOCIATION	
<a href="#">200233371</a>	Vigo	11/20/2002	LIEN : HOSPITAL LIEN	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> UNION HOSPITAL INC	
<a href="#">2017001447</a>	Vigo	02/14/2017	DEED : WARRANTY DEED	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> SIEGEL, ALAN <a href="#">Search</a> CALLAHAN, JOHN	<a href="#">Search</a> Lot 258 DEMING SUB
<a href="#">2017001448</a>	Vigo	02/14/2017	MORT : MORTGAGE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	<a href="#">Search</a> Lot 258 DEMING SUB
<a href="#">2018001399</a>	Vigo	02/09/2018	MISC : POWER OF ATTORNEY	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ROBERT J <a href="#">Search</a> THORNTON, CHERYL ANN	
<a href="#">2018001400</a>	Vigo	02/09/2018	MISC : POWER OF ATTORNEY	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ROBERT J <a href="#">Search</a> THORNTON, CHERYL ANN	
<a href="#">2018001401</a>	Vigo	02/09/2018	DEED : WARRANTY DEED	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ROBERT J <a href="#">Search</a> CONVEYS, GRANTS <a href="#">Search</a> STUCK, MACKENZIE L	<a href="#">Search</a> 1-12N-10W SE NE

Document Details	County	Date	Type	Name	Legal
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<a href="#">2019003303</a>	Vigo	04/03/2019	DEED : CORPORATE WARRANTY DEED	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED <a href="#">Search</a> CALLAHAN, JOHN T	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2019003304</a>	Vigo	04/03/2019	MORT : MORTGAGE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> RUOFF MORTGAGE COMPANY INC	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2019003771</a>	Vigo	04/17/2019	REL : MORTGAGE RELEASE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	
<a href="#">2021017034</a>	Vigo	12/21/2021	MORT : MORTGAGE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2021017044</a>	Vigo	12/21/2021	REL : MORTGAGE RELEASE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> SPECIALIZED LOAN SERVICING LLC <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEM <a href="#">see details for more</a>	
<a href="#">2022003698</a>	Vigo	03/23/2022	REL : MORTGAGE RELEASE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> RUOFF MORTGAGE COMPANY INC	
<a href="#">2023008051</a>	Vigo	07/28/2023	MORT : MORTGAGE	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 221, Page 330</a>	Vigo		DEED : DEED	<b>CALLAHAN, DAISY</b> <a href="#">Search</a> <a href="#">Search</a> BERRISFORD, MARGARET	
<a href="#">Book 221, Page 330</a>	Vigo		DEED : DEED	<b>CALLAHAN, DAISY</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JAMES A <a href="#">Search</a> BERRISFORD, MARGARET	
<a href="#">Book 243, Page 263</a>	Vigo		DEED : DEED	<b>CALLAHAN, DAISY</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JAMES A <a href="#">Search</a> ELLIS, GLADYS <a href="#">Search</a> ELLIS, WILLIAM	
<a href="#">Book 295, Page 17</a>	Vigo		DEED : DEED	<b>CALLAHAN, DAISY E</b> <a href="#">Search</a> <a href="#">Search</a> FURRY, MARY <a href="#">Search</a> CALLAHAN, JAMES A	
<a href="#">Book 295, Page 17</a>	Vigo		DEED : DEED	<b>CALLAHAN, DAISY E</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JAMES A <a href="#">Search</a> MARTIN, DAISY E <a href="#">Search</a> FURRY, MARY	
<a href="#">Book 199, Page 90</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, H A <a href="#">Search</a> PUBLIC SERVICE COMPANY OF INDIANA	
<a href="#">Book 207, Page 431</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, HENRY A <a href="#">Search</a> PIERSON-ALLEN LUMBER COMPANY	
<a href="#">Book 207, Page 502</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CRISS, FRONIA <a href="#">Search</a> CRISS, WILLIE D <a href="#">Search</a> CALLAHAN, H A	
<a href="#">Book 218, Page 290</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> DIETZ, BEN L <a href="#">Search</a> DIETZ, LEONA	



Document Details	County	Date	Type	Name	Legal
<a href="#">Book 232, Page 533</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, H A <a href="#">Search</a> JOHNSON, GEORGE E <a href="#">Search</a> JOHNSON, PEARL M	
<a href="#">Book 232, Page 545</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> OCONNELL, MARY L <a href="#">Search</a> CALLAHAN, HENRY A	
<a href="#">Book 236, Page 529</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, HENRY A <a href="#">Search</a> LANNING, JOY <a href="#">Search</a> LANNING, RAYMOND C	
<a href="#">Book 265, Page 343</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, HENRY A <a href="#">Search</a> MCCONCHIE, ETTA <a href="#">Search</a> MCCONCHIE, WENDELL W	
<a href="#">Book 265, Page 419</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> VOLPERT, CATHERINE M <a href="#">Search</a> VOLPERT, EARL J	
<a href="#">Book 288, Page 200</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> NAYLOR, MARY L <a href="#">Search</a> CALLAHAN, HENRY A	
<a href="#">Book 297, Page 263</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> COX, HELEN J <a href="#">Search</a> COX, LAWRENCE R	
<a href="#">Book 324, Page 458</a>	Vigo		DEED : DEED	<b>CALLAHAN, MAGGIE</b> <a href="#">Search</a> <a href="#">Search</a> TAYLOR, PANSY <a href="#">Search</a> TAYLOR, STANCIL R	
<a href="#">Book 264, Page 229</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, FRANCIS D <a href="#">Search</a> CALLAHAN, GEORGEANNA <a href="#">Search</a> CALLAHAN, JOHN J <a href="#">see details for more</a>	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 266, Page 390</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MICHAEL NEAL <a href="#">Search</a> CALLAHAN, ANNA E	
<a href="#">Book 330, Page 587</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET MCDONALD</b> <a href="#">Search</a> <a href="#">Search</a> SCHOONOVER, ALICE <a href="#">Search</a> SCHOONOVER, ROBERT <a href="#">Search</a> CITY OF TERRE HAUTE	
<a href="#">Book 257, Page 245</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET N</b> <a href="#">Search</a> <a href="#">Search</a> BINGMAN, HARRY F <a href="#">Search</a> BINGMAN, PEARL B <a href="#">Search</a> CALLAHAN, MICHAEL C	
<a href="#">Book 257, Page 245</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET N</b> <a href="#">Search</a> <a href="#">Search</a> BINGMAN, HARRY F <a href="#">Search</a> BINGMAN, PEARL B <a href="#">Search</a> CALLAHAN, MICHAEL C	
<a href="#">Book 278, Page 353</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET N</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MICHAEL C <a href="#">Search</a> NICHOLSON, FLORENCE C <a href="#">Search</a> NICHOLSON, RUTH E	
<a href="#">Book 345, Page 761</a>	Vigo		DEED : DEED	<b>CALLAHAN, MARGARET N</b> <a href="#">Search</a> <a href="#">Search</a> SISTERS OF PROVIDENCE OF ST MARY- OF-THE-WOODS <a href="#">Search</a> CALLAHAN, MICHAEL C	
<a href="#">Book 268, Page 280</a>	Vigo		DEED : DEED	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> MAXWELL, EARL <a href="#">Search</a> MAXWELL, ETHEL <a href="#">Search</a> CALLAHAN, ROBERT J	
<a href="#">Book 279, Page 404</a>	Vigo		DEED : DEED	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> MILLER, CHARLOTTE M <a href="#">Search</a> MILLER, JACK D <a href="#">Search</a> CALLAHAN, ROBERT J	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 338, Page 424</a>	Vigo		DEED : DEED	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CASEROTTI, FLORENCE E <a href="#">Search</a> CASEROTTI, HENRY <a href="#">Search</a> CALLAHAN, ROBERT J	
<a href="#">Book 339, Page 538</a>	Vigo		DEED : DEED	<b>CALLAHAN, RITA M</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ROBERT J <a href="#">Search</a> ST, JOHN LINDA R <a href="#">Search</a> ST, JOHN RONALD L	

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## Search Results for:

**NAME: CALLAHAN, JOHN (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 06/6/2025 2:55 PM**

Showing 70 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">Book B15, Page 491</a>	Vigo	11/09/1959	MORT : MORTGAGE	<b>CALLAHAN, JOHN J</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARY E <a href="#">Search</a> STATE BANK OF WEST TERRE HAUTE	
<a href="#">Book D15, Page 880</a>	Vigo	06/17/1960	MORT : MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, LUCILLE PETERS <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">Book R15, Page 751</a>	Vigo	02/06/1964	MORT : MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, CHARLOTTE <a href="#">Search</a> CALLAHAN, FRANK J	
<a href="#">Book A16, Page 179</a>	Vigo	01/11/1966	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, M ROSANN <a href="#">Search</a> INDIANA SAVINGS LOAN AND BUILDING ASSOCIATION	
<a href="#">Book A16, Page 390</a>	Vigo	01/28/1966	MORT : MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> PETERS, HARRIET <a href="#">Search</a> PETERS, JAMES R	
<a href="#">Book Q16, Page 201</a>	Vigo	01/09/1970	MORT : MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, LUCILLE PETERS <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">Book Y16, Page 208</a>	Vigo	01/27/1972	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	



Document Details	County	Date	Type	Name	Legal
<a href="#">Book Z16, Page 211</a>	Vigo	04/21/1972	MORT : MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, LUCILLE PETERS <a href="#">Search</a> MERCHANTS NATIONAL BANK OF TERRE HAUTE	
<a href="#">Book N17, Page 859</a>	Vigo	02/13/1975	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">Book X17, Page 964</a>	Vigo	10/12/1976	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	
<a href="#">Book X18, Page 3</a>	Vigo	06/01/1981	MORT : REAL ESTATE MORTGAGE	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN FUNERAL HOME INC <a href="#">Search</a> CALLAHAN, JOSEPH H <a href="#">Search</a> GILLIS, MICHAEL C <a href="#">see details for more</a>	
<a href="#">Book F20, Page 333</a>	Vigo	11/27/1991	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> MERCHANTS NATIONAL BANK OF TERRE HAUTE	
<a href="#">Book P20, Page 5009</a>	Vigo	11/16/1994	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> MERCHANTS NATIONAL BANK OF TERRE HAUTE	
<a href="#">Book 440, Page 126</a>	Vigo	01/17/1995	DEED : WARRANTY DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> MOULTON, DEBRA K <a href="#">Search</a> MOULTON, WILLIAM E	
<a href="#">Book 440, Page 775</a>	Vigo	03/08/1995	DEED : WARRANTY DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> WOODS, DANNY K <a href="#">Search</a> CALLAHAN, MARILYN K	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book Q20, Page 660</a>	Vigo	03/08/1995	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> MERCHANTS NATIONAL BANK OF TERRE HAUTE	
<a href="#">9719080</a>	Vigo	12/08/1997	REL : MORTGAGE RELEASE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> MERCHANTS NATIONAL BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">9811324</a>	Vigo	07/01/1998	LIEN : SEWER LIEN	<b>CALLAHAN, JACK C</b> <a href="#">Search</a> <a href="#">Search</a> 1ST NATL BANK OF MARSHAL <a href="#">Search</a> ABOLT, KRISTIE <a href="#">Search</a> ABOLT, MIKE <a href="#">see details for more</a>	<a href="#">Search</a>
<a href="#">9814934</a>	Vigo	08/27/1998	REL : SEWER LIEN RELEASE	<b>CALLAHAN, JACK C</b> <a href="#">Search</a> <a href="#">Search</a> ADAMS, DORA L <a href="#">Search</a> ADAMS, RONALD W OO W M OLAH <a href="#">Search</a> ALEXANDER, CAROLYN <a href="#">see details for more</a>	<a href="#">Search</a> <a href="#">Search</a>
<a href="#">200003030</a>	Vigo	02/29/2000	REL : MORTGAGE RELEASE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> OLD NATIONAL BANK	
<a href="#">2004009867</a>	Vigo	04/28/2004	MORT : MORTGAGE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 2 JOSEPH GILBERTS SUB
<a href="#">2005019035</a>	Vigo	10/13/2005	DEED : WARRANTY DEED	<b>CALLAHAN, JACK CARL</b> <a href="#">Search</a> <a href="#">Search</a> PERRILL, MARY FRANCIS	<a href="#">Search</a> Lot 47 TABER & BATTS ADD <a href="#">Search</a> Lot 48 TABER & BATTS ADD
<a href="#">2005019036</a>	Vigo	10/13/2005	MORT : MORTGAGE	<b>CALLAHAN, JACK CARL</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 47 TABER & BATTS ADD <a href="#">Search</a> Lot 48 TABER & BATTS ADD
<a href="#">2007011554</a>	Vigo	08/03/2007	MISC : JUDGEMENT	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> PROFESSIONAL ACCOUNTS SERVICES	

Document Details	County	Date	Type	Name	Legal
<a href="#">2014005210</a>	Vigo	04/21/2014	MORT : MORTGAGE MODIFICATION	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	
<a href="#">2015000469</a>	Vigo	01/15/2015	MORT : MORTGAGE	<b>CALLAHAN, JACK CARL</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 47 TABER & BATT'S ADD <a href="#">Search</a> Lot 48 TABER & BATT'S ADD
<a href="#">2015001217</a>	Vigo	02/09/2015	REL : MORTGAGE RELEASE	<b>CALLAHAN, JACK CARL</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA	
<a href="#">2016009494</a>	Vigo	09/19/2016	MISC : AFFIDAVIT	<b>CALLAHAN, JACK CARL</b> <a href="#">Search</a> <a href="#">Search</a> KLUTEY, MARTHA ROSANN	<a href="#">Search</a> Lot 5 OWENDALE SUB
<a href="#">2017001447</a>	Vigo	02/14/2017	DEED : WARRANTY DEED	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> SIEGEL, ALAN <a href="#">Search</a> CALLAHAN, MARGARET	<a href="#">Search</a> Lot 258 DEMING SUB
<a href="#">2017001448</a>	Vigo	02/14/2017	MORT : MORTGAGE	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	<a href="#">Search</a> Lot 258 DEMING SUB
<a href="#">2019003176</a>	Vigo	04/01/2019	DEED : WARRANTY DEED	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> HAYES, ANTOINE D <a href="#">Search</a> HAYES, NICOLE	<a href="#">Search</a> Lot 258 DEMING SUB
<a href="#">2019003303</a>	Vigo	04/03/2019	DEED : CORPORATE WARRANTY DEED	<b>CALLAHAN, JOHN T</b> <a href="#">Search</a> <a href="#">Search</a> FIRST BAPTIST CHURCH OF TERRE HAUTE INDIANA INCORPORATED <a href="#">Search</a> CALLAHAN, MARGARET	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC

Document Details	County	Date	Type	Name	Legal
<a href="#">2019003304</a>	Vigo	04/03/2019	MORT : MORTGAGE	<b>CALLAHAN, JOHN T</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> RUOFF MORTGAGE COMPANY INC	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2019003771</a>	Vigo	04/17/2019	REL : MORTGAGE RELEASE	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> TERRE HAUTE SAVINGS BANK	
<a href="#">2021017034</a>	Vigo	12/21/2021	MORT : MORTGAGE	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JOHN T <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2021017044</a>	Vigo	12/21/2021	REL : MORTGAGE RELEASE	<b>CALLAHAN, JOHN T</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> SPECIALIZED LOAN SERVICING LLC <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEM <a href="#">see details for more</a>	
<a href="#">2022003698</a>	Vigo	03/23/2022	REL : MORTGAGE RELEASE	<b>CALLAHAN, JOHN T</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> RUOFF MORTGAGE COMPANY INC	
<a href="#">2022014487</a>	Vigo	12/01/2022	UCC : A9-FINANCING STATEMENT	<b>CALLAHAN, JOHN THOMAS</b> <a href="#">Search</a> <a href="#">Search</a> CROSS RIVER BANK <a href="#">Search</a> MARLETTE SERVICING LLC	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC
<a href="#">2023008051</a>	Vigo	07/28/2023	MORT : MORTGAGE	<b>CALLAHAN, JOHN T</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 151 WOODRIDGE PARK 6TH SEC



Document Details	County	Date	Type	Name	Legal
<a href="#">2024005233</a>	Vigo	05/20/2024	REL : MORTGAGE RELEASE	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">Book 353, Page 503</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARTHA	
<a href="#">Book 423, Page 327</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK C</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARY E LYNC <a href="#">Search</a> CALLAHAN, MARY E	
<a href="#">Book 338, Page 361</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> BOSWORTH, GILBERT M <a href="#">Search</a> BOSWORTH, MAYLON WAYNE <a href="#">Search</a> CALLAHAN, M ROSAN	
<a href="#">Book 355, Page 338</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> MARTENSEN, GAY A <a href="#">Search</a> MARTENSEN, WILMA J <a href="#">Search</a> CALLAHAN, MARILYN K	
<a href="#">Book 364, Page 426</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> SCOTT, JANICE <a href="#">Search</a> SCOTT, LARRY G <a href="#">Search</a> CALLAHAN, MARILYN K	
<a href="#">Book 369, Page 325</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> HUDSON, CAROL M <a href="#">Search</a> HUDSON, DWAIN B <a href="#">Search</a> CALLAHAN, MARILYN K	
<a href="#">Book 369, Page 434</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> SMITH, JO ANN <a href="#">Search</a> SMITH, JOHN WESLEY	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 369, Page 690</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARILYN K <a href="#">Search</a> EDWARDS, CHAMPE P <a href="#">Search</a> EDWARDS, TODD A	
<a href="#">Book 369, Page 949</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> CAHILL, JAMES W <a href="#">Search</a> CAHILL, MARGUERITE	
<a href="#">Book 375, Page 620</a>	Vigo		DEED : DEED	<b>CALLAHAN, JACK K</b> <a href="#">Search</a> <a href="#">Search</a> BATSON, JESSIE <a href="#">Search</a> JONES, NILA	
<a href="#">Book 118, Page 530</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, JENNIE <a href="#">Search</a> FARNAM, ANDREW W <a href="#">Search</a> FARNHAM, GLADYS D	
<a href="#">Book 319, Page 798</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN</b> <a href="#">Search</a> <a href="#">Search</a> DAVIDSON, ADA	
<a href="#">Book 239, Page 278</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN J</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, CORA <a href="#">Search</a> NEWPORT, EDWARD <a href="#">Search</a> CALLAHAN, MARY E	
<a href="#">Book 264, Page 229</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN J</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, FRANCIS D <a href="#">Search</a> CALLAHAN, GEORGEANNA <a href="#">Search</a> CALLAHAN, MARGARET <a href="#">see details for more</a>	
<a href="#">Book 266, Page 389</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN J</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, GEORGEANNA <a href="#">Search</a> CALLAHAN, MARY <a href="#">Search</a> CALLAHAN, PAUL <a href="#">see details for more</a>	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 282, Page 52</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN J</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, MARY E <a href="#">Search</a> ARGAST, JOSEPH	
<a href="#">Book 257, Page 115</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> TILTON, MARY O <a href="#">Search</a> TILTON, WILLIAM L <a href="#">Search</a> CALLAHAN, H LUCILLE	
<a href="#">Book 311, Page 70</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> BUNDY, THOMAS E <a href="#">Search</a> BUNDY, VEVA REED <a href="#">Search</a> CALLAHAN, LUCILLE H	
<a href="#">Book 321, Page 650</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> MERRIFIELD, CAROLYN <a href="#">Search</a> CALLAHAN, LUCILLE PETERS	
<a href="#">Book 322, Page 113</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, H LUCILLE <a href="#">Search</a> SPENCER, JAMES D <a href="#">Search</a> SPENCER, VITA C	
<a href="#">Book 344, Page 593</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> WATT, NORA WILSON <a href="#">Search</a> MITCHELL, JONNIE I <a href="#">Search</a> MITCHELL, RUSSELL E	
<a href="#">Book 228, Page 425</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN PARTICK</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, CHARLOTTE	
<a href="#">Book 116, Page 142</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> BUSH, ERNEST G <a href="#">Search</a> BUSH, FANNIE M <a href="#">Search</a> CALLAHAN, ELLA M	

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 116, Page 55</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> TEVLIN, ANNA <a href="#">Search</a> TEVLIN, MICHAEL	
<a href="#">Book 118, Page 426</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> CITIZEN, SAMUEL P <a href="#">Search</a> CITIZEN, SARAH C <a href="#">Search</a> CALLAHAN, ELLA M	
<a href="#">Book 146, Page 359</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ELLA M <a href="#">Search</a> MORRIS, WILLIAM H	
<a href="#">Book 147, Page 408</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> EDGEWOOD REALTY COMPANY <a href="#">Search</a> CALLAHAN, ELLA M	
<a href="#">Book 204, Page 484</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ELLA M <a href="#">Search</a> CALLAHAN, CHARLES W	
<a href="#">Book 336, Page 559</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN W</b> <a href="#">Search</a> <a href="#">Search</a> DEAN, JOHN A	
<a href="#">Book 217, Page 495</a>	Vigo		DEED : DEED	<b>CALLAHAN, JOHN WESLEY</b> <a href="#">Search</a> <a href="#">Search</a> CALLAHAN, ELLA M <a href="#">Search</a> GARVER, JENNIE L	

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