

LIEN SEARCH PRODUCT COVER SHEET

		OR	ORDER INFORMATION						
FILE/ORDER NUM	MBER:	LL-IFC-02311		PROD	UCT NAME:	LIEN SEAR	.CH REPORT		
BORROWER NAM	IE(S)	STEVEN SHAFFE	R						
PROPERTY ADDR	ESS:	1527 N TIFFIN PL	ACE						
CITY, STATE AND	COUNTY: V	WEST TERRE HA	UTE, INDI	ANA (IN)	AND VIGO				
		SEA	RCH INFO	RMATION					
SEARCH DATE:	(06/09/2025		EFFEC	CTIVE DATE:	06/06/2025			
NAME(S) SEARCH		,	AFFER, CYNTHIA						
		SHAFFER, STEVE							
ADDRESS/PARCE	L 1	1527 N TIFFIN PL	ACE, WES	T TERRE H	HAUTE, IN 478	885/ 84-05-16-2	00-002.000-021		
SEARCHED:		Aggra	C) (E) (E I)	TODIAM	OM				
COMMENTS		ASSES	SMENT IN	FORMATI	UN				
COMMENTS:		CLIDD	ENT OWN	ED VECTIN	JC.				
CTEVENIM CHAE	EED AND CVN								
STEVEN M. SHAFFER AND CYNTHIA K. SHAFFER, HUSBAND AND WIFE									
COMMENTS:									
	VESTING DEED								
DEED TYPE: Q	UIT CLAIM DE	EED	GRANTO		STEVEN M.	SHAFFER AN	D CYNTHIA K.		
						K/A CYNTHI			
						ANTS WITH RI	GHTS OF		
				_	SURVIVORS				
-	6/15/2002	GRANTE	EE:	STEVEN M. SHAFFER AND CYNTHIA K. SHAFFER, HUSBAND AND WIFE					
DATE: BOOK/PAGE: N	Τ / Α	DECORD	RECORDED		HUSBAND ANI	D WIFE			
BOOK/PAGE: N	N/A			ED	07/15/2002				
INSTRUMENT 20	00217610		DATE:						
NO:	00217010								
COMMENTS:									
		(CURRENT	TAXES					
FIRST INSTALLMI	ENT				D INSTALLM	ENT			
	LINI	2025 (CI	DDING)				T.T.\		
TAX YEAR: TAX AMOUNT:		2025 (SI \$934.21	PKING)	TAX YEAR: TAX AMOUNT:		2025 (FA \$934.21	LL)		
TAX STATUS:		\$934.21 PAID		TAX STATUS:		UNPAID	1		
DUE DATE:		05/12/20)25	DUE DATE:		11/10/202			
DELINQUENT DATE	TE:	03/12/20	123		QUENT DATE	23			
DEDITION DA	12.		OLUNTAR		ZOLIII DIIIL				
					D.				
DOC NAME			URITY INS			\$127,000,00			
DOC NAME DATED DATE:		MORTGAGE 01/10/2022		AMOUNT RECORD		\$127,000.00 01/14/2022			
INSTRUMENT NO:		2022000464		BOOK/PA		N/A			
OPEN/CLOSED:	•	CLOSED-END		SUBJECT		YES			
or Enverone.		CEOSED END		(YES/NO)		110			
BORROWER:		STEVEN M. SH.	AFFER AN			R, HUSBAND	AND WIFE		
LENDER: INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION									
TRUSTEE:		N/A	-						
COMMENTS:									
		RE	LATED DO	CUMENT					
DOC NAME:		ASSIGNMENT (BOOK/P.	AGE:				
		OF TRUST/REA	L			N/A			
		ESTATE MORT	GAGE						
DATED DATE:		01/10/2022		INSTRU	MENT NO.	2022000465			

REC DATE:	01/14/2022	COUNTY:	VIGO					
ASSIGNOR:	INDIANA STATE UNIVER	SITY FEDERAL CRED	IT UNION					
ASSIGNEE:	MYCUMORTGAGE, LLC,	A CORPORATION ORC	GANIZED AND EXISTING UNDER					
	THE LAWS OF THE UNIT	STATES						
COMMENTS:								
	SECURITY INS	STRUMENT						
DOC NAME	MORTGAGE	AMOUNT:	\$20,000.00					
DATED DATE:	11/06/2023	RECORDED DATE	11/16/2023					
INSTRUMENT NO:	2023012388	BOOK/PAGE:	N/A					
OPEN/CLOSED:	OPEN-END	SUBJECT LIEN	YES					
		(YES/NO):						
BORROWER:	STEVEN M SHAFFER ANI	D CYNTHIA K SHAFFE	R AS HUSBAND AND WIFE					
LENDER:	INDIANA STATE UNIVER	SITY FEDERAL CRED	IT UNION					
TRUSTEE:	N/A	N/A						
COMMENTS:								

FOR PREAMBLE CITY/TOWNSHIP/PARISH: CITY OF WEST TERRE HAUTE

ADDITIONAL NOTES

PERSONAL REPRESENTATIVE'S DEED RECORDED ON 11/04/1997 BOOK 442 PAGE 4078.

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, IN THE STATE OF INDIANA, TO-WIT;

COMMENCING IN THE CENTER OF THE STATE ROAD ON A LINE RUNNING NORTH AND SOUTH BETWEEN LOT NUMBER THREE AND FOUR IN THE SUBDIVISION OF SECTION 16, TOWNSHIP. 12 NORTH OF RANGE 10 WEST, RUNNING THENCE NORTH TWENTY RODS, THENCE EAST EIGHT RODS; THENCE SOUTH TWENTY RODS; AND THENCE WEST EIGHT RODS TO THE PLACE OF BEGINNING, CONTAINING ONE ACRE.

EXCEPT SUCH PORTION THEREOF OFF THE WEST SIDE AS HAS HERETOFORE BEEN TAKEN FOR A PUBLIC HIGHWAY.

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID 84-05-16-200-002.000-021 Tax ID 84-05-16-200-002.000-021

Section Plat 16 Routing Number

Neighborhood 1151015 - SUGAR CREEK

Property 1527 N Tiffin Pl Address West Terre Haute, IN 47885

Legal Description BET LOTS 3 & 4 N OF RD 20 RDS X 8 RDS D-442/4078 & 200217610 16-12-10

1.000 AC

(Note: Not to be used on legal documents)

Acreage

Class 511 - Res 1 fam unplatted 0-9.99 ac

Tax District/Area 021 - SUGAR CREEK

View Map



Owner - Auditor's Office

Deeded Owner

Shaffer Steven M & Cynthia K 1527 N Tiffin Pl West Terre Haute, IN 47885

Site Description - Assessor's Office

Topography High Public Utilities Elect Street or Road Paved Neigh. Life Cycle Legal Acres 1 Legal Sq Ft 0

Taxing Rate

2.5844

Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value	
HOMESITE			1,000			1.00	1.00		14 126 00	14 126 00	14 130 00		14 130 00	

Land Detail Value Sum 14,130.00

Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1

Occupancy Story Height 1.0

Roofing Material: Asphalt shingles

None Attic Basement Type None Basement Rec Room None Finished Rooms 5 3 Bedrooms Family Rooms Dining Rooms 0 0 1; 3-Fixt. Full Baths Half Baths 1; 2-Fixt. 0; 0-Fixt. 4 Fixture Baths 0; 0-Fixt. 5 Fixture Baths 1; 1-Fixt. Kitchen Sinks

Central Air Yes
Primary Heat Central Warm Air

Extra Fixtures0Total Fixtures7FireplaceYes

Water Heaters

Features Masonry fireplace Masonry stack (IN)
Porches and Decks Enclosed Frame Porch 375

Porches and Decks Enclosed Frame Porch 375 Conventional Canopy 240

Wood Deck 100 CONCP 125 Enclosed Frame Porch 72

Yd Item/Spc Fture/Outbldg WOOD FRAME CAR SHED ENCLOSED 639 SF

1; 1-Fixt.

WOOD FRAME DETACHED GARAGE 1500 SF

ABOVE GROUND POOL CIRCULAR 1 IT WOOD FRAME 100 SF WOOD FRAME UTILITY SHED 400 SF WOOD FRAME 240 SF

WOOD FRAME 240

Last Updated 11/25/2003

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Brick	1.0	1434	1434
	Crawl	1142	0
	Total	1434	1434

Improvements - Assessor's Office

Card 01

		Stry	Const		Year	Eff		Base		Adj	Size/	Cost	Phys	Obsol	Mrkt	%	
ID	Use	Hgt	Type	Grade	Const	Year	Cond	Rate	Features	Rate	Area	Value	Depr	Depr	Adj	Comp	Value
D	DWELL	1		С	1979	1979	AV	0.00	MAS, MAS- STK	0	1434	131500	30	0	125	100	115100
01	CARSHEDE		WOOD FRAME	D	1998	1998	AV	22.53	D	11.71	639	7480	45	0	125	100	5100
02	DETGAR		WOOD FRAME	С	2002	2002	AV	22.81		20.3	30 x 50	30450	22	0	125	100	29700
03	POOLAGC			D	2003	2003	AV	5,200.00		3702.4	1	3700	85	0	125	100	700
04	WDDK		WOOD FRAME	С	2003	2003	AV	0.00		0	100	1960	22	0	125	0	1900
05	UTLSHED		WOOD FRAME	D	2003	2003	AV	17.72		12.62	20 x 20	5050	55	0	125	100	2800
09	CNPY/		WOOD FRAME	D	2017	2017	AV	0.00		0	240	970	9	0	125	0	1100

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
7/15/2002	SHAFFER STEVEN M & CYNTHIA K RHYAN	SHAFFER STEVEN M & CYNTHIA K	200217610		<u>S</u>	\$0	\$0
11/4/1997	SHAFFER STEVEN M & CYNTHIA K RHYAN					\$0	\$0

Valuation - Assessor's Office

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	Form 130
VALUATION	Land	\$14,100	\$14,100	\$14,100	\$14,400	\$14,300
(Assessed Value)	Improvements	\$156,400	\$149,700	\$151,500	\$138,500	\$138,000
	Total	\$170,500	\$163,800	\$165,600	\$152,900	\$152,300
VALUATION	Land	\$14,100	\$14,100	\$14,100	\$14,400	\$14,300
(True Tax Value)	Improvements	\$156,400	\$149,700	\$151,500	\$138,500	\$138,000
	Total	\$170,500	\$163.800	\$165,600	\$152,900	\$152,300

Deductions - Auditor's Office

Туре	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Homestead	Homestead Credit	\$48,000.00	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplemental HSC	\$44.550.00	\$41.680.00	\$38,150.00	\$34.055.00	\$33,740,00

Charges (2021-2025) - Auditor's Office

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

		2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+	Spring Tax	\$934.21	\$945.55	\$934.26	\$858.98	\$853.43
+	Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Fall Tax	\$934.21	\$945.55	\$934.26	\$858.98	\$853.43
+	Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Circuit Breaker	\$146.11	\$0.00	\$104.78	\$75.47	\$1.12
	Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	Charges	\$1,868.42	\$1,891.10	\$1,868.52	\$1,717.96	\$1,706.86
-	Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	Credits	(\$934.21)	(\$1,891.10)	(\$1,868.52)	(\$1,717.96)	(\$1,706.86)
=	Total Due	\$934.21	\$0.00	\$0.00	\$0.00	\$0.00

Payments (2021-2025) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2549289	5/12/2025	\$934.21
2023 Pay 2024	2477559	11/1/2024	\$945.55
2023 Pay 2024	2425618	5/3/2024	\$945.55
2022 Pay 2023	2373311	11/2/2023	\$934.26
2022 Pay 2023	2319365	5/3/2023	\$934.26
2021 Pay 2022	2286944	11/10/2022	\$858.98
2021 Pay 2022	2237063	5/10/2022	\$858.98
2020 Pay 2021	2167166	10/29/2021	\$853.43
2020 Pay 2021	2109301	4/29/2021	\$853.43

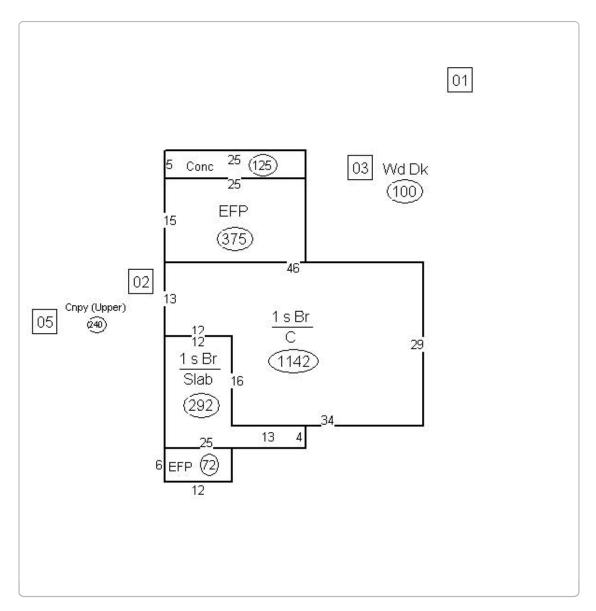
Photos - Assessor's Office







Sketches - Assessor's Office



Property Record Card

Property Record Card (PDF)

Form 11

Form 11 (PDF)

Мар



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

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Contact Us





LowTaxInfo



1527 N Tiffin Pl

Shaffer Steven M & Cynthia K

West Terre Haute, IN 47885

1527 N Tiffin Pl West Terre Haute, IN 47885

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

Fall Due by 11/10/2025: \$934.21

\$934.21

Total Due (i)

Property Information

Tax Year/Pay Year

2024 / 2025

Parcel Number

84-05-16-200-002.000-021

Duplicate Number

1003355

Property Type

Real

Tax Unit / Description

21 - Sugar Creek Township

Property Class

RESIDENTIAL ONE FAMILY DWELLING ON UNPLATTED LAND OF 0-9.99 ACRES

Mortgage Company

Lereta

Mtg Company Last Changed

03/18/2022

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

Legal Description

Note: Not to be used on legal documents

BET LOTS 3 & 4 N OF RD 20 RDS X 8 RDS D-442/4078 & 200217610 16-12-10 1.000 AC

Section-Township-Range

16, 12, 10

Parcel Acres

1

Lot Number

3

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$934.21	\$0.00	\$934.21
Spring Penalty:	\$0.00	\$0.00	\$0.00

	Tax Bill	Adjustments	Balance
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$934.21	\$0.00	\$934.21
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
Late Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$146.11	\$0.00	\$146.11
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$1,868.42
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$1,868.42
Receipts:			\$934.21
Total Due:			\$934.21
Surplus Transfer:			\$0.00
Account Balance:			\$934.21

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	05/12/2025	S	\$934.21	Lock Box Payment 5/9/2025 Check Nbr 1731380	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$934.21	\$934.21	\$0.00	\$1,868.42	\$934.21
<u>2024</u>	\$945.55	\$945.55	\$0.00	\$1,891.10	\$1,891.10
2023	\$934.26	\$934.26	\$0.00	\$1,868.52	\$1,868.52
2022	\$858.98	\$858.98	\$0.00	\$1,717.96	\$1,717.96
2021	\$853.43	\$853.43	\$0.00	\$1,706.86	\$1,706.86
2020					
2019					

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$152,200	\$166,800
1b. Gross assessed value of all other residential property	\$0	\$3,700
1c. Gross assessed value of all other property	\$11,600	\$0
2. Equals total gross assessed value of property	\$163,800	\$170,500
2a. Minus deductions	(\$89,680)	(\$92,550)
3. Equals subtotal of net assessed value of property	\$74,120	\$77,950
3a. Multiplied by your local tax rate	2.5514	2.5844
4. Equals gross tax liability	\$1,891.10	\$2,014.53
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	\$0.00	(\$146.11)
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$1,891.10	\$1,868.42

Assessed Values as of 01/01/2024

Land Value	\$14,100
Improvements	\$156,400

Exemptions / Deductions

09/06/2025, 23:03 Low Tax Info

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$44,550.00
Count: 2	\$92,550.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
	No data		

History

Property

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

Transfer

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

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Last Updated June 05, 2025

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JUL 15 2002

VIGO COUNTY AUDITOR

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That Steven	M. Shaffer and Cynthia K Shaffer
2 2 2 7 mina R. Rilyan, John tenants with rights of survivors	thin of the comment of
Convey, Release and Outtelaim to S	tower M. Chaffen and Charter ve
County in the	State of the day of th
of One Donar (\$1.00), the receipt of which is hereby acknow	dedged the following degonibest.
REAL ESTATE in Vigo County, in the State of Indiana, to-v	yit:
Commencing in the center of the State Day 1	
Commencing in the center of the State Road on a line	running North and South
between Lot Number Three and Four in the Subdivisi 12 North of Range 10 West, running thence North Tv	on of Section 16, Township
rods; thence south Twenty rods; and thence West Eig	tenty rods; thence East Eight
beginning, containing One Acre.	at rods to the place of
Except such portion thereof off the West side as has h	eretofore been taken for a
public highway.	orestore been taken for a
IN WITNESS, WHEREOF, The said Steven M. Sha	ffer and Cynthia K. Shaffer have
hereunto set their hands and seals, this 15th day of Jun	
this on to the come of the	
Steven M. Shaffer	10 K Shopper (Seal)
- Cynina i	C. Shaffer W
STATE OFIndiana	
COUNTY OF Vigo)	
Defense is a second of the sec	
Before me, the undersigned, a Notary Public in and for day of June 2002, personally appeared Steven N	said County and State, this 15th
day of, 2002, personally appeared Steven N and acknowledged the execution of the annexed Deed.	 Shaffer and Cynthia K. Shaffer
and delate wreaged the execution of the annexed Deed	
WITNESS my hand and Notarial Seal.	
	n) K. Keller
Notary Pu	blic
	•
7.57 1 Table 2 5 1 2000	Keller
Printed Na	ame
My Count	
My Count	y of Residence:
Septamber 24, 2006 Vigo	
his instrument prepared by Carroll D. Smaltage Att.	COTT TWO TO THE

This instrument prepared by Carroll D. Smeltzer, Attorney at Law, COX, ZWERNER,
GAMBIEL & SULLIVAN, LLP, P.O. Box 1625, Terre Haute, IN 47808-1625. Note: In
preparing this instrument, preparer makes no warranties, expressed or implied, regarding the title
conveyed by it.

Send Tax Duplicate To Terre Haute Savings Bank

Address P. O. Box 1648, Terre Haute, IN 47808

UAUSERVDAYREALESTANENDRICHALTICASHAFFER/Steven and Cynthia 5/22/02 and

DULY ENTERED FOR TAXATION Subject to final acceptance for transfer

OT TOTAL

004073

NOV 0 4 1997

017165

Judge a audura Auditor

PERSONAL REPRESENTATIVE'S DEED

Richard Bridgewater, as Personal Representative of the Estate of Charles W. Bridgewater, deceased, which estate is pending in the Vigo Superior Court under Cause Number 84D03 9709 EU 301, by virtue of his power and authority granted to a Personal Representative under the Indiana Code proceeding under Unsupervised Administration, and for good and sufficient consideration, conveys to:

Steven M. Shaffer and Cynthia K. Rhynn as Joint Tenants with Right of Survivorship and Not as Tenants in Common

the following described real estate in Vigo County, State of Indiana, to-wit:

Commencing in the center of the State Road on a line running North and South between Lots Number 3 and 4 in the Subdivision of Section 16. Township 12 North of Range 10 West, running thence North 20 rods, thence East 8 rods, thence South 20 rods, and thence West 8 rods to the place of beginning containing 1 acre. Except such portion thereof off the West side as has heretofore been taken for a public highway.

IN WITNESS WITEREOF, said Richard Bridgewater, as Personal Representative of the Estate of Charles W. Bridgewater, deceased, has hereunto set his hand and seal this 31st day of Charles W. 1997.

Richard Bridgewater, Personal Representative of the Estate

of Charles W. Bridgewater, Deceased

STATE OF INDIANA)
) \$S:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Bridgewater, as Personal Representative of the Estate of Charles W. Bridgewater, deceased, and acknowledged the execution of said deed to be his voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL THIS 31 day of Catebox, 1997

Nbtary Public

Printed: TAURI M AUTERSON

My Commission Expires: July 19, 2000

My County of Residence: VIGO

This instrument prepared by J. Michael Lucas, Modesitt & Bough, 321 Ohio Street, Terre Haute, IN: 47807 - 812/232-4133.

RECEIVED FOR RECORD

RECORD LL A PAGE

RECORDER VIGO COUNTY

\$55.00 2022000464 MTG 01/14/2022 10:19:35A 18 PGS Diana Winsted-Smith VIGO County Recorder IN Recorded as Presented

> •

After Recording Return To: myCUmortgage, LLC 3560 Pentagon Blvd. Suite 301 Beavercreek, OH 45431 877-912-8006

Parcel Number: 84-05-16-200-002.000-021

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

- "Security Instrument" means this document, which is dated January 10, 2022, together with all • Riders to this document. -----
- "Borrower" is Steven M. Shaffer and Cynthia K. Shaffer, Husband and Wife Borrower is the
- mortgagor under this Security Instrument.

 (C) "Lender" is Indiana State University Federal Credit Union. Lender is a Federal Credit Union organized and existing under the laws of THE STATE OF INDIANA Lender's address is 444 N 3rd St., Terre Haute, IN 47807. Lender is the mortgagee under this Security Instrument.
- "Note" means the promissory hote signed by Borrower and dated January 10, 2022. The Note states that Borrower owes Lender ONE HUNDRED TWENTY SEVEN THOUSAND AND NO/100 Dollars (U.S. \$ 127,000.00) plus interest....Barrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2037.
- "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late (F) charges due under the Note, and all sums due under this Security Instrument, plus interest.
- "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

			The second secon	
		•		
			#* *** # *	
ſ	1	Adjustable Rate Rider	[] Condominium Rider	[] Second Home Rider
ř	í	Balloon Rider	Planned Unit Development Rider	1 1 VA Rider
			Planned Unit Development Rider	[] VARIOUS
ſ	1	1-4 Family Rider	Biweekly Payment Rider	[] Other(s) [specify]
	•			



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- (H) "Applicable Law" means all controlling applicable federal, state and local statutes regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final; non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point of sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated cleaninghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) missepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage toan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Exhibit A

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which currently has the address of 1527 N Tiffin PL, West Terre Haute, Indiana 47885 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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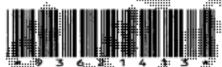
2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall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

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

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

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall bromptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay tender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covernment and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to remay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Liender may, at any time, callect and hold Funds in an amount (a) sufficient to permit Lender to



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

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

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

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

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

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

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

 Property Insurance. Berrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended



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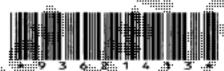
coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan; either: (a) is one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

All insurance policies required by Lender and renewals of such policies shall be subject to

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

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





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Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurative proceeds shall be applied in the order provided for in Section 2.

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

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to detectorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include; but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for



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

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

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

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

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rate provided in the Note.

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

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

funds obtained from Mortgage Insurance premiums).

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

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Londer.

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

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



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the excess, if any, paid to Borrower.

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower



INDIANA-Single Family-Familie MassFreddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Discument Center 6 3014 03/21



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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security

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







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required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

given effect without the conflicting provision.

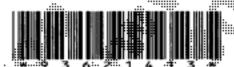
As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sale discretion without any obligation to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

- Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a borrid for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property







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and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the moitgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser. Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must etapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. "As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in

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violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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



INDIANA-Single Family-Famile MaesFreddie Mac UNIFORM INSTRUMENT Mortgage Cadence Discument Center 9: 3014 03/21



Form 3015 1/01 (page 14 of 16 pages

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

-

Borrower - Steven M Shaffer

(Seal)

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Borrower - Cindy K Shaffer



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Form 3015 1/01 (page 15 of 16 pages

State of Indiana) County of Vigo)

Before me,

this 10th day of January, 2022,

Steven M Shaffer and Cindy K Shaffer acknowledged the execution of the annexed mortgag

Signature:

Printed:

County of Residence:

My Commission Expires on:

This Instrument Prepared By: Preparer: Monique Floyd Monique Floyd myCUmortgage, LLC 3560 Pentagon Blvd, Suite 301

Beavercreek, OH 45431

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

Monique Floyd

Origination Company: Indiana State University Federal Credit Union

NMLSR ID: 486345 Originator: Cynthia Marley NMLSR ID: 2019437



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EXHIBIT A

See Exhibit A

Mortgage Cadence Document Center © 3312 01/06



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

Commencing in the center of the State Road on a line running North and South between Lot Number 3 and 4 in the Subdivision of Section 16, Township 12 North of Range 10 West, running thence North 20 rods; thence East 8 rods; thence South 20 rods; and thence West 8 rods to the place of beginning, containing 1 Acre.

Except such portion thereof off the West side as has heretofore been taken for a public highway.

For information purposes only, the property address is purported to be: 1527 N. TIFFIN PL., WEST TERRE HAUTE, IN 47885

**

HONEYCREEK VIGO TITLE SERVICES, INC. 405 S 6TH STREET, TERRE HAUTE, IN 47807 License #37879 (812) 234-7474

2022000465 ASSIGN MTG \$25.00 01/14/2022 10:19:35A 2 PGS Diana Winsted-Smith VIGO County Recorder IN Recorded as Presented

**

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This form was prepared by Monique Floyd, at myCUmortgage, LLC. Please return assignment to myCUmortgage, LLC, 3660 Pentagon Blvd. Suite 301, Besivercreek, OH telephone number 937-912-7669. Loan # 93621413 ASSIGNMENT OF DEED OF TRUST / REAL ESTATE MORTGAGE

For Value Received, Indiana State University Federal Credit Union, the uestgraigned holder of a Deed of Trust /Real Estate Mortgage (herein "Assignor") whose address is #44. N 3rd St.; Tetre Haute; IN: 47807, does hereby grant, sell, assign, transfer and convey, unto the myCUmortgage, LLC...a. Corporation organized and existing under the laws of the United States (herein "Assignee"). whose address is 3560 Pentagon Blvd. Suite 301, Beavercreek, OH 45431-1706, all beneficial interest under a certain Deed of Trust /Real Estate Mortgage, dated January 10, 2022. address is 3560 Pentagon Blvd. Suite 301, beavoided, certain Deed of Trust /Real Estate Mortgage, dated January 10, 2022.

Made and executed by: Steven M. Shaffer and Cynthia K. Shaffer, Husband and Wife.

Notary Public in and for the State of Indiana

Residing in Vermillion County

My Commission Expires 11/12/2028

• !!!. .	
To Indiana State University Federal Credit Union and gives to s	ecure payment of \$127,000.00 which Deed
of Trust /Real Estate Mortgage is of record in:	
"	
Book Volume Or Liber No. at page	
BOOK, VOIGINE, OI CIDE NOat page _;;	
or as Instrument No. 202205964	
<u> </u>	of the Records of Vigo, County State of
IN, Tax Parcel No. 84-05-16-200-002.000-021	
See Exhibit A	···
The note(s) and obligations therein described, the money	••••
all rights accrued or to accrued under such Deed of Trust /Real	Estate: Mortgage.
	·
TO HAVE AND TO HOLD, the same units Assignee, its a	uccessor and assigns, forever, subject only to
the terms and conditions of the above-described Deed of Trust	
IN MATHERS WITTENE the inflormed Assistant the	avended this Assissment of Dood of Tourt
IN WITNESS WHEREOF, the undersigned Assigned has	executed this Assignment of Deed of Hust
/Real Estate Mortgage:on January:10, 2522	
	Indiana State University Federal Credit Union
	maiana state oniversity receial creat onion
	By Ly MGNOU
	Name Jeff McMullen
Stable of ##planer	Name / John McMullell
Countries Vigo	Title: VP of Lending
	Tide.
Jeff McMullen	
On January 10, 2022	, personally known to me (or proved to
be on the basis of satisfactory evidence) to be the per-	son whose name is subscribed to the within
instrument and acknowledged to me that he/she executed	the same in his/her authorized capacity, and
that by his/her signature on the instrument the person or	
	as signed below.



DANIELLE KACKLEY

My Commission Expires

November 12, 2028

Commission Number NP0729911 Vermillion County

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

Commencing in the center of the State Road on a line running North and South between Lot Number 3 and 4 in the Subdivision of Section 16, Township 12 North of Range 10 West, running thence North 20 rods; thence East 8 rods; thence South 20 rods; and thence West 8 rods to the place of beginning, containing 1 Acre.

Except such portion thereof off the West side as has heretofore been taken for a public highway.

For information purposes only, the property address is purported to be: 1527 N. TIFFIN PL: WEST TERRE HAUTE, IN 47885

HONEYCREEK VIGO TITLE SERVICES, INC. 405 S 6TH STREET, TERRE HAUTE, IN 47807 License #37879 (812) 234-7474

\$55.00 2023012388 MTG 11/16/2023 11:39:42A 15 PGS Diana Winsted-Smith VIGO County Recorder Recorded as Presented

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After Recording Return To: Indiana State University FCU 444 N. 3rd Street Terre Haute, IN 47807

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MORTGAGE

(OPEN-END CREDIT - THIS MORTGAGE SECURES FUTURE ADVANCE)

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 2, 3, 7, 8, 12, 15, 17, and 18. Certain rules regarding the usage of words used in this document are also provided in Section 13.

Parties

.... (A) "Borrower" is Steven M Shaffer and Cynthia K Shaffer as husband and wife

currently residing at 1527 N TIFFIN PLACE, WEST TERRE HAUTE, IN 47885 Borrower is the mortgagor under this Security Instrument. (B) "Lender" is Indiana State University Federal Credit Linion. 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, Terra Haute, IN 47807. Lender is the mortgagee under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

Documents

.....

(C) "Agreement" means the Credit Line Account Variable Interest Rate Home Equity Secured Credit Agreement and Truth-in Lending Disclosure dated November 6th, 2023 and signed by each Borrower who is legally obligated for the debt under that Agreement, 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 Agreement is a consumer revolving loan Agreement that states that Borrower may, from time to time, obtain advances not to exceed at any time, a MAXIMUM PRINCIPAL AMOUNT equal to the Maximum Credit Limit (as defined therein) of

Twenty Thousand

Dollars (U.S. \$ 20,000.00) plus interest. Each Borrower who signed the Agreement has promised to pay this debt in regular scheduled payments and to pay the debt in full not later than 1128/2038.

- (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.
- together with all Riders (E) "Security Instrument" means this document, which is dated 11/6/2023 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 condemnium 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; or (iv) any action or proceeding described in Section 8(e).
- "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 right 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 the following, if Lender requires at Loan closing or at any time during the Loan term that Borrower establish ar escrow account (sometimes called an *impound account*) in connection with the Loan (or Lender has agreed in writing with Borrower to establish such an account at Borrower's request) for the purpose of paying such items on Borrower's behalf; (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 4; and (iv) Community Association Dues, Fees, and Assessments, if any.
- (M) "Loan" means the debt obligation evidenced by the Agreement, plus interest, any prepayment charges costs, expenses, and late charges due under the Agreement, and all sums due under this Security Instrument, plus interest.
- (N) "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 4) 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
 - (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and/or interest under the Agreement, plus (ii) any amounts under Section 2.
 - (F) Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY.*

- (Q) "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.
- (R) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seg.) 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.
- (S) "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 Agreement and/or this Security Instrument. (T) "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 of 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 Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. 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 HERE TO AND MADE A PART HEREOF AS EXHIBIT 'A'

which currently has the address of

WEST TERRE HAUTE

Indiana 47885

[Street]

[Zip Code]

("Property Address"):

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.

COVENANTS. Borrower and Lender covenant and agree as follows:

 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 Agreement, and any other amounts due under this Security Instrument. Payments due under the Agreement and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement 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 Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12.

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 Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Funds For Escrow Items.

- (a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Agreement, until the Agreement 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 2
- (b) Payment of Funds; Waiver Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless profibited by Applicable Law. Lender may elect to waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items and 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, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 6 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 6.

Unless prohibited by Applicable Law, if Lender has elected to waive this obligation, Lender may subsequently require that Borrower resume making payments pursuant to this Section 2 as to any or all Escrow Items at any time by giving a notice in accordance with Section 12; upon such election by Lender, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 2.

(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.

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 Bornower 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.

3. 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 2.

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.

- 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 finited 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 Lerider 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 4(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 Lander for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 4 will become additional debt of Borrower secured by this Security firstrument. These amounts will bear interest at the rate payable under the Agreement from the date of disburgement 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, and Borrower further agrees

to generally assign rights to insurance proceeds to the holder of the Agreement up to the arridum of the outstanding loan balance. 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 mortgage and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding loan balance.

(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 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 band, 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 may 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, in accordance with Applicable Law, Lender deem's 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.

(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 19 or otherwise, Borrower is unconditionally assigning to Lender: (7) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement 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 4(d)) or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due, in accordance with Applicable Law.

5. 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 4 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.

- 6. 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 of 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 tien 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 6, 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 6.
- (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 6(c), unless prohibited by Applicable Law.
- (c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 6 will become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement 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. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lander, alter or amend the ground lease.
 - 7. Assignment of Rents.
- (a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenarit"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lander grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until: (i) Lender has given Borrower notice of Default pursuant to Section 19; and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 7 constitutes an absolute assignment and not an assignment for additional security only.
 - (b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (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; (iv) 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 6.
- (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 Lander.

This Section 7 will terminate when all the sums secured by this Security Instrument are paid in full.

- 8. Assignment and Application of Miscellaneous Proceeds; Forfeiture.
- (a) Assignment of Miscellareous Proceeds. Berrower 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 of regair 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 te bay 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, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.
 - (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, unless prohibited by Applicable Law, 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 prohibited by Applicable Law, or 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 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 in mediately 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 of 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. Berrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in tender'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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. 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 first to interest and then to principal due under the Agreement. If all outstanding Periodic Payments then due are paid in full, any remaining Miscellaneous Proceeds may be applied to fate charges and to any amounts then due under this Security Instrument are paid in full, any remaining Miscellaneous Proceeds may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Agreement.
- 9. 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.
- 10. 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 Agreement: (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 and any available hornestead exemptions, unless prohibited by Applicable Law; (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 Agreement 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 Agreement 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 15, 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.

11. 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; and ender may choose to make this refund by reducing the principal owed under the Agreement 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 Agreement). 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.
- 12. 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 12 (c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 12 (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 if 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.
- and notify Lender whenever this address changes.

 13. 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 Agreement conflicts with Applicable Law: (a) such conflict will not affect other provisions of this Security Instrument or the Agreement that can be given effect without the conflicting provision; and (b) 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: (aa) words in the singular will mean and include the plural and vice versa; (bb) the word "may" gives sole discretion without any obligation to take any action; (cc) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (dd) the freadings 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.

- 14. Borrower's Copy. One Barrower will be given one copy of the Agreement and of this Security Instrument.
- 15. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 15 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 interit 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 12 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;

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<u>200217610</u>	Vigo	07/15/2002	DEED : QUIT CLAIM DEED	SHAFFER, CYNT Search SHAFFER F/K/A CYNTHIA Search SHAFFER Search SHAFFER	, CYNTHIA K	<u>Search</u> 16- 12N-10W
200217614	Vigo	07/15/2002	MORT : MORTGAGE	SHAFFER, CYNT Search SHAFFER Search TERRE HA BANK	, STEVEN M	Search 16- 12N-10W
2004000383	Vigo	01/08/2004	MORT: MORTGAGE	SHAFFER, CYN Search SHAFFER Search AMERICA FINANCIAL SER	, STEVEN M N GENERAL	<u>Search</u> 16- 12N-10W
2005017665	Vigo	09/22/2005	REL : MORTGAGE RELEASE	SHAFFER, CYNT Search SHAFFER Search AMERICA FINANCE	, STEVEN M	
<u>2005018336</u>	Vigo	09/30/2005	REL : MORTGAGE RELEASE	SHAFFER, CYN Search SHAFFER Search TERRE HA BANK	, STEVEN M	
<u>2005019830</u>	Vigo	10/19/2005	MORT : MORTGAGE	SHAFFER, CYNT Search SHAFFER Search ACCREDI LENDERS INC Search MORTGA ELECTRONIC REC	S, STEVEN M TED HOME	<u>Search</u> 16- 12N-10W
2010005920	Vigo	05/14/2010	ASGN : ASSIGN MORTGAGE	SHAFFER, CYNTENDERS INC Search MORTGAE ELECTRONIC RESYSTEMS INC Search SHAFFER see details for m	GE GISTRATION	

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Document Details	County \$	Date ^	Туре	Name 🔷	Legal 🜲
<u>2012011996</u>	Vigo	08/03/2012	DEED : WARRANTY DEED	SHAFFER, CYNTHIA Search Search RHYAN, PAUL T Search KEITH, AMANDA JO	Search 4-13N- 9W SW
<u>2022000464</u>	Vigo	01/14/2022	MORT: MORTGAGE	SHAFFER, CYNTHIA K Search Search SHAFFER, STEVEN M Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<u>Search</u> 16- 12N-10W
<u>2022000465</u>	Vigo	01/14/2022	ASGN : ASSIGN MORTGAGE	SHAFFER, CYNTHIA K Search Search SHAFFER, STEVEN M Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<u>Search</u> 16- 12N-10W
<u>2022000980</u>	Vigo	01/25/2022	REL : MORTGAGE RELEASE	SHAFFER, CYNTHIA K Search Search SHAFFER, STEVEN M Search ACCREDITED HOME LENDERS INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM	
2023012388	Vigo	11/16/2023	MORT : MORTGAGE	SHAFFER, CYNTHIA K Search Search SHAFFER, STEVEN M Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<u>Search</u> 16- 12N-10W
Book 384, Page 653	Vigo		DEED : DEED	SHAFFER, CYNTHIA SUE WATS Search Search WATSON, DARRELL DAVID	

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9717168	Vigo	11/04/1997	MORT: MORTGAGE	<u>Search</u> <u>Search</u> RH'	STEVEN M YAN, CYNTHIA RRE HAUTE BANK	<u>Search</u>
Book 442, Page 4078	Vigo	11/04/1997	DEED : PERSONAL REPRESENTATIVE DEED	Search Search BRI RICHARD	STEVEN M IDGEWATER, YAN, CYNTHIA	Search Search 16- 12N-10W
<u>197106</u>	Vigo	11/10/1997	UCC : FINANCING STATEMENT	SHAFFER, Search Search ME NATL BANK		Search Search
202579	Vigo	01/17/2001	UCC : TERMINATION	<u>Search</u>	STEVEN M D NATIONAL	
<u>200123265</u>	Vigo	11/01/2001	MORT : MORTGAGE	<u>Search</u> <u>Search</u> SH. CYNTHIA k	C SEAMLESS	<u>Search</u> 16- 12N-10W

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<u>200217610</u>	Vigo	07/15/2002	DEED : QUIT CLAIM DEED	SHAFFER, STEVEN M Search Search SHAFFER, CYNTHIA K F/K/A CYNTHIA Search SHAFFER, CYNTHIA K Search SHAFFER, STEVEN M	Search 16- 12N-10W
<u>200217614</u>	Vigo	07/15/2002	MORT: MORTGAGE	SHAFFER, STEVEN M Search Search SHAFFER, CYNTHIA K Search TERRE HAUTE SAVINGS BANK	<u>Search</u> 16- 12N-10W
200218320	Vigo	07/18/2002	REL : MORTGAGE RELEASE	SHAFFER, STEVEN M Search Search RHYAN, CYNTHIA K Search TERRE HAUTE SAVINGS BANK	
<u>200226058</u>	Vigo	09/11/2002	REL : MORTGAGE RELEASE	SHAFFER, STEVEN M Search Search RHYAN, CYNTHIA K Search OLD REPUBLIC INSURED FINANCIAL ACCE	<u>Search</u> 16- 12N-10W
2004000383	Vigo	01/08/2004	MORT : MORTGAGE	SHAFFER, STEVEN M Search Search SHAFFER, CYNTHIA K Search AMERICAN GENERAL FINANCIAL SER INC	<u>Search</u> 16- 12N-10W
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2019012263	Vigo	11/08/2019	DEED : WARRANTY DEED	SHAFFER, STEVEN M Search Search ATKINSON, CHRISTINA SUSAN Search SHAFFER, DAVID RAYMOND JR Search ATKINSON, CHRISTINA SUSAN see details for more	<u>Search</u> 26- 12N-10W
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<u>2023012388</u>	Vigo	11/16/2023	MORT : MORTGAGE	SHAFFER, STEVEN M Search Search SHAFFER, CYNTHIA K Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<u>Search</u> 16- 12N-10W
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<u>2024006418</u>	Vigo	06/24/2024	DEED : WARRANTY DEED	SHAFFER, STEVEN M Search Search ATKINSON, CHRISTINA SUSAN Search SHAFFER, BRAD K Search SHAFFER, DAVID RAYMOND JR see details for more	Search 26- 12N-10W
2013010185	Vigo	08/12/2013	DEED: WARRANTY DEED	SHAFFER, STEVEN MICHAEL Search Search SHAFFER, DAVID R SR Search ATKINSON, CHRISTINA SUSAN Search SHAFFER, BRADLEY KEITH see details for more	Search Lot 308 WARREN PLACE

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