

## LIEN SEARCH PRODUCT COVER SHEET

FILE/ORDER NUMBER:   LL-IFC-02665   PRODUCT NAME:   LIEN SEARCH REPORT BORROWER NAME(S)   NATALIE MCMAHAN, NICHOLAS MCMAHAN								
PROPERTY ADDRESS:								
CITY, STATE AND COUNTY:   TERRE HAUTE, INDIANA (IN) AND VIGO   SEARCH INFORMATION								
SEARCH INFORMATION								
SEARCH DATE:   07/28/2025   EFFECTIVE DATE:   07/25/2025     NAME(S) SEARCHED:   MCMAHAN NICHOLAS   MC MAHAN NICHOLAS   MCMAHAN NATALIE   MC MAHAN AND NATALIE   MC MAHAN HUSBAND AND WIFE								
NAME(S) SEARCHED:   MCMAHAN NICHOLAS   MC MAHAN NICHOLAS   MC MAHAN NICHOLAS   MCMAHAN NATALIE   MC MAHAN NATALIE   MC MAHAN NATALIE   MC MAHAN NATALIE   1908 BIRCH RUN RD, TERRE HAUTE, IN 47803/84-06-36-154-029.000-002								
MC MAHAN NICHOLAS   MCMAHAN NATALIE   MC MAHAN NATALIE   MCMAHAN   MCMAH								
MCMAHAN NATALIE   MC MAHAN NATALIE								
MC MAHAN NATALIE     ADDRESS/PARCEL   1908 BIRCH RUN RD, TERRE HAUTE, IN 47803/84-06-36-154-029.000-002     SEARCHED:								
ADDRESS/PARCEL   1908 BIRCH RUN RD, TERRE HAUTE, IN 47803/84-06-36-154-029.000-002								
SEARCHED:  ASSESSMENT INFORMATION  COMMENTS:  CURRENT OWNER VESTING  NICHOLAS MCMAHAN AND NATALIE MCMAHAN HUSBAND AND WIFE  COMMENTS:  VESTING DEED  DEED TYPE: CORPORATE WARRANTY GRANTOR: BROOKFIELD GLOBAL RELOCATION SERVICES, LLC  DATED 03/23/2011 GRANTEE: NICHOLAS MCMAHAN AND NATALIE MCMAHAN HUSBAND AND WIFE  BOOK/PAGE: N/A RECORDED DATE: 04/14/2011  INSTRUMENT NO: COMMENTS:  CURRENT TAXES  FIRST INSTALLMENT  TAX YEAR: 2025 (SPRING) TAX YEAR: 2025 (FALL)  TAX AMOUNT: \$1,026.38  TAX STATUS: DUE								
COMMENTS:   CURRENT OWNER VESTING								
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DATE:         MCMAHAN HUSBAND AND WIFE           BOOK/PAGE:         N/A         RECORDED DATE:         04/14/2011           INSTRUMENT NO:         COMMENTS:         CURRENT TAXES           FIRST INSTALLMENT         SECOND INSTALLMENT           TAX YEAR:         2025 (SPRING)         TAX YEAR:         2025 (FALL)           TAX AMOUNT:         \$1,026.38         TAX AMOUNT:         \$1,026.38           TAX STATUS:         PAID         TAX STATUS:         DUE	7							
BOOK/PAGE: N/A   RECORDED   DATE:   04/14/2011	۲							
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TAX STATUS: PAID TAX STATUS: DUE								
L DUE DATE.   10/12/2020   DUE DATE:   11/10/2020								
DELINQUENT DATE:  DELINQUENT DATE:								
VOLUNTARY LIENS								
SECURITY INSTRUMENT  DOC NAME MORTGAGE AMOUNT: \$105,200.00								
DATED DATE: 11/09/2020 RECORDED DATE 11/18/2020								
INSTRUMENT NO: 2020015323 BOOK/PAGE: N/A								
OPEN/CLOSED: CLOSED-END SUBJECT LIEN YES								
(YES/NO):								
BORROWER: NICHOLAS MCMAHAN AND NATALIE MCMAHAN, HUSBAND AND WIFE								
LENDER: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTIN	VG AS							
NOMINEE FOR APPROVED MORTGAGE								
TRUSTEE: N/A	TRUSTEE: N/A							
COMMENTS:								
SECURITY INSTRUMENT								
DOC NAME MORTGAGE AMOUNT: \$24,800.00								
DATED DATE: 08/10/2017 RECORDED DATE 08/17/2017								
INSTRUMENT NO: 2017008256 BOOK/PAGE: N/A								

OPEN/CLOSED:	OPEN-END	SUBJECT LIEN	YES						
		(YES/NO):							
BORROWER: NICHOLAS MCMAHAN AND NATALIE MCMAHAN									
LENDER:	INDIANA STATE UNIVER	SITY FEDERAL CRED	IT UNION						
TRUSTEE:	N/A								
COMMENTS:	ENTS:								
RELATED DOCUMENT									
DOC NAME:	SUBORDINATION OF	BOOK/PAGE:	N/A						
	MORTGAGE		N/A						
DATED DATE:	10/27/2020	INSTRUMENT NO.	2020015334						
REC DATE:	11/19/2020	COUNTY:	VIGO						
COMMENTS:	SUBORDINATES THIS MO	ORTGAGE TO THE MO	RTGAGE RECORDED 11/18/2020						
	AS INSTRUMENT NO. 202	20015323.							
	FOR PREA	MBLE							
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE								
	ADDITIONA	L NOTES							

#### LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, IN THE STATE OF INDIANA:

LOT 69 IN THE REPLAT OF BIRCH RUN ADDITION, AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED OCTOBER 6, 1999 IN PLAT RECORD 33, PAGE 144 BEING A REPLAT OF LOT 1 BIRCH RUN ADDITION, AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED JANUARY 12, 1998 IN PLAT RECORD 32, PAGE 3 OF THE RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

# Vigo County, IN / City of Terre Haute

#### Summary - Assessor's Office

84-06-36-154-029.000-002 Parcel ID Tax ID 84-06-36-154-029.000-002

Section Plat 36

**Routing Number** Neighborhood

118586 - HARRISON Property 1908 Birch Run Rd Address Terre Haute, IN 47803

Legal Description BIRCH RUN ADD REPLAT (1908 BIRCH RUN RD) 200236523 PL-33/144 36-12-9

LOT 69.180 AC

(Note: Not to be used on legal documents)

Acreage

511 - Res 1 fam unplatted 0-9.99 ac Class

Tax District/Area 002

View Map



#### Owner - Auditor's Office

McMahan Nicholas & Natalie McMahan 1908 Birch Run Rd

Terre Haute, IN 47803

#### Site Description - Assessor's Office

Topography **Public Utilities** Street or Road Neigh. Life Cycle Legal Acres 0.18 Legal Sq Ft 7,840

#### **Taxing Rate**

4.5676

#### Land - Assessor's Office

	Soil	Actual		Effect.	Effect.	Prod	Depth	Meas			Extended	Influ.	
Land Type	ID	Front	Acreage	Front	Depth	Factor	Factor	Sq Ft	Base Rate	Adj Rate	Value	Factor	Value
HOMESITE			0.180			1.00	2.28		90,576.00	206,513.00	37,170.00		37,170.00

Land Detail Value Sum 37,170.00

Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1

Occupancy

Story Height 2.0

Roofing Material: Asphalt shingles

Attic None Basement Type 1/4 **Basement Rec Room** None Finished Rooms 5 Bedrooms 3 **Family Rooms** 0 0 Dining Rooms Full Baths 2; 6-Fixt. **Half Baths** 1; 2-Fixt. 4 Fixture Baths 0; 0-Fixt. 5 Fixture Baths 0; 0-Fixt. Kitchen Sinks 1; 1-Fixt. Water Heaters 1; 1-Fixt.

Central AirYesPrimary HeatCentral Warm Air

Extra Fixtures 0
Total Fixtures 10
Fireplace Yes

Features Masonry stack (IN)
Masonry fireplace
Porches and Decks Wood Deck 204
Open Frame Porch 77

Yd Item/Spc Fture/Outbldg WOOD FRAME 367 SF

WOOD FRAME 137 SF

Last Updated 1/12/2004

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	671	671
Wood frame	2.0	796	796
Concrete block	В	167	0
	Crawl	504	0
	Total	1634	1467

#### Improvements - Assessor's Office

#### Card 01

ID	Use	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL		C+1	2002	2002	AV	0.00	MAS, MAS-STK	0	1467	200100	22	0	121	100	188900
G01	ATTGAR	WOOD FRAME		0	0	AV	45.98		45.98	18 x 21	16870	0	0	100	100	0
G02	ATTGAR	WOOD FRAME		0	0	ΔV	78.86		78.87	7 x 21	10810	0	0	100	100	

## Transfer History - Assessor's Office

				Deed-Transaction	Transfer		Adjusted Sale
Date	Grantor	Grantee	Document #	Туре	Type	Amount	Price
4/14/2011	BROOKFIELD GLOBAL RELOCATION SERVICE	MCMAHAN NICHOLAS & NATALIE MCMAHAN	2011004929	Со	<u>S</u>	\$127,000	\$127,000
4/14/2011	HAUCK JEFFREY J & MICHELE R	BROOKFIELD GLOBAL RELOCATION SERVICE	2011004928	Wa	<u>S</u>	\$135,500	\$135,500
12/26/2002	BIRCH RUN DEVELOPMENT INC	HAUCK JEFFREY J & MICHELE R		CW	<u>S</u>	\$140,000	\$140,000
10/6/1999	BIRCH RUN DEVELOPMENT INC					\$0	\$0

#### Valuation - Assessor's Office

Assessment Year		01/01/2025	01/01/2024	01/01/2023	01/01/2022	01/01/2021
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	Misc
VALUATION	Land	\$37,200	\$37,200	\$37,200	\$37,200	\$36,400
(Assessed Value)	Improvements	\$188,900	\$153,600	\$146,000	\$136,300	\$128,400
	Total	\$226,100	\$190,800	\$183,200	\$173,500	\$164,800
VALUATION	Land	\$37,200	\$37,200	\$37,200	\$37,200	\$36,400
(True Tax Value)	Improvements	\$188,900	\$153,600	\$146,000	\$136,300	\$128,400
	Total	\$226.100	\$190.800	\$183.200	\$173.500	\$164.800

## **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	\$53,550.00	\$54,080.00	\$44,975.00	\$41,930.00	\$41,440.00

#### Charges (2021-2025) - Auditor's Office

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

		2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+	Spring Tax	\$1,026.38	\$981.70	\$932.80	\$884.72	\$876.98
+	Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Fall Tax	\$1,026.38	\$981.70	\$932.80	\$884.72	\$876.98
+	Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+	NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
_	PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Circuit Breaker	\$2,023.82	\$1,832.84	\$1,771.54	\$1,595.97	\$1,404.35
	Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
_	Charges	\$2,052.76	\$1,963.40	\$1,865.60	\$1,769.44	\$1,753.96
-	Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	Credits	(\$1,026.38)	(\$1,963.40)	(\$1,865.60)	(\$1,769.44)	(\$1,753.96)
=	Total Due	\$1,026.38	\$0.00	\$0.00	\$0.00	\$0.00

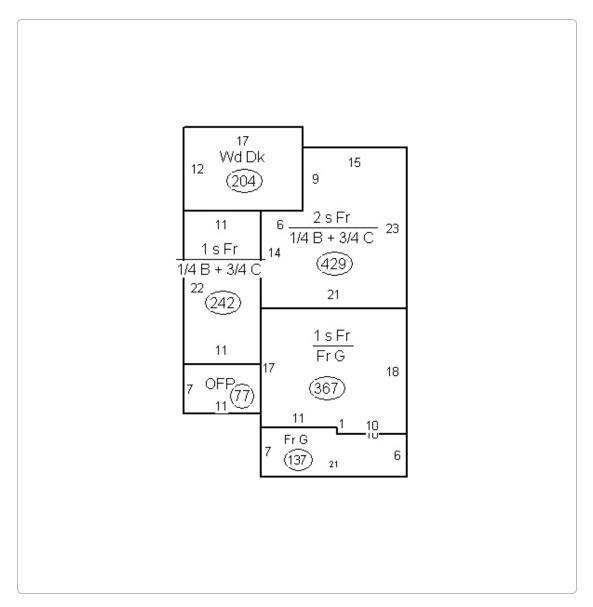
## Payments (2021-2025) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2533560	5/7/2025	\$1,026.38
2023 Pay 2024	2488128	11/7/2024	\$981.70
2023 Pay 2024	2436715	5/6/2024	\$981.70
2022 Pay 2023	2389824	11/13/2023	\$932.80
2022 Pay 2023	2326420	5/3/2023	\$932.80
2021 Pay 2022	2269827	10/31/2022	\$884.72
2021 Pay 2022	2207028	4/26/2022	\$884.72
2020 Pay 2021	2162115	10/29/2021	\$876.98
2020 Pay 2021	2104249	4/29/2021	\$876.98

#### Photos - Assessor's Office



Sketches - Assessor's Office



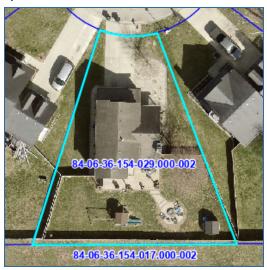
## **Property Record Card**

Property Record Card (PDF)

#### Form 11

Form 11 (PDF)

#### Map



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

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<u>Last Data Upload: 28/07/2025, 14:40:14</u>

Contact Us



29/07/2025, 02:38 I ow Tax Info



LowTaxInfo



# 1908 Birch Run Rd

Terre Haute, IN 47803

# McMahan Nicholas & Natalie McMahan

1908 Birch Run Rd Terre Haute, IN 47803

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

Fall Due by 11/10/2025: \$1,026.38

\$1,026.38
Total Due (i)

# **Property Information**

Tax Year/Pay Year

2024 / 2025

**Parcel Number** 

84-06-36-154-029.000-002

**Duplicate Number** 

1064681

**Property Type** 

Real

Tax Unit / Description

2 - Terre Haute City Harrison Town

**Property Class** 

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

**Mortgage Company** 

Corelogic

Mtg Company Last Changed

03/27/2024

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

**Legal Description** 

Note: Not to be used on legal documents

BIRCH RUN ADD REPLAT (1908 BIRCH RUN RD) 200236523 PL-33/144 36-12-9 LOT 69 .180 AC

Section-Township-Range

36, 12, 09

**Parcel Acres** 

0.18

Lot Number

69

**Block/Subdivision** 

No info

# **Billing**

## Detail

29/07/2025, 02:38 Low Tax Info

	Tax Bill	Adjustments	Balance
Spring Tax:	\$1,026.38	\$0.00	\$1,026.38
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$1,026.38	\$0.00	\$1,026.38
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
Late Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$2,023.82	\$0.00	\$2,023.82
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$2,052.76
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$2,052.76
Receipts:			\$1,026.38
Total Due:			\$1,026.38
Surplus Transfer:			\$0.00

29/07/2025, 02:38 Low Tax Info

	Tax Bill	Adjustments	Balance
Account Balance:			\$1,026.38

# **Payments**

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	05/07/2025	S	\$1,026.38	Lock Box Payment 5/7/2025 Check Nbr 1714686	N

# **Tax History**

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<u>2025</u>	\$1,026.38	\$1,026.38	\$0.00	\$2,052.76	\$1,026.38
<u>2024</u>	\$981.70	\$981.70	\$0.00	\$1,963.40	\$1,963.40
2023	\$932.80	\$932.80	\$0.00	\$1,865.60	\$1,865.60
2022	\$884.72	\$884.72	\$0.00	\$1,769.44	\$1,769.44
2021	\$876.98	\$876.98	\$0.00	\$1,753.96	\$1,753.96
<u>2020</u>					
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	\$183,200	\$190,800
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$183,200	\$190,800
2a. Minus deductions	(\$102,080)	(\$101,550)
3. Equals subtotal of net assessed value of property	\$81,120	\$89,250
3a. Multiplied by your local tax rate	4.6798	4.5676
4. Equals gross tax liability	\$3,796.24	\$4,076.58
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$1,832.84)	(\$2,023.82)
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	\$1,963.40	\$2,052.76

# Assessed Values as of 01/01/2024

Land Value	\$37,200
Improvements	\$153,600

# **Exemptions / Deductions**

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$53,550.00
Count: 2	\$101,550.00

## **Other Assessments**

Assessment Name	Billing	Adjustments	Balance
	No data		

# **History**

# **Property**

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

# Transfer

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

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Last Updated July 28, 2025

# DULY ENTERED FOR TAXATION Subject to final acceptance for transfer

APR 14 2011

Jimsty Yn Syride VIGO COUNTY AUDITOR

2011004929 CORP WD \$24.0 04/14/2011 03:02:50P 5 PGS NANCY S. ALLSUP VIGO County Recorder IN Recorded as Presented \$24.00

		PORATE				***************************************		
		, That BROOKFIE zed and existing					*****	
WARRANTS to		McMAHAN AND						
of\	/igo	_ County, in the S	State of	Indi	ana		, for	the
sum of	One		Dollar	rs (\$1	.00		)	and
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The undersign	ed persons evec	ıting this deed on	behalf of G	Srantor r	epresen	t and certify	that they are	dulv
elected officers	of Grantor and ha	ve been fully empo	wered, by t	he prope	r resolut	ion of the B	oard of Director	rs of
		ssary corporate a				-	-	
done.								
		(s) has executed th	is deed this	23	day of_	March	,2011	
(SEAL) ATTEST				Bro	okfield		ation Services,	
Х Ву	A SAYNAMORE ear	Comments of the Service Company Authorizat Wilhelmi, Authorized Wilhelmi, Authorized	s, Inc.		By: W	Signature eal	elocation Services  State Services, Interpretation  Authorized Signer	

MR-BR-10241-04755

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STATE OF INDIANA
COUNTY OF De Page
Before me, a Notary Public in and for said County and State, personally appeared Show T-Nash
and Cocy W.C. , the
Age and Age are spectively of
BROOKFIELD GLOBAL RELOCATION SERVICES, LLC, a Limited Liability Company, who acknowledged the
execution of the foregoing Deed, for and on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and Notarial Seal this
My commission expires Signature
Printed , , Notary Public
Residing in, County, Indiana
This instrument was prepared by John F. Morreale, 449 Tatt Avenue, Gian Ellyn, IL 60137, Attorney at Law.
I affirm under the penalties for perjury, that I have taken reasonable care to reduct each Social Security number in this document, unless required by law. By:
this document, unless required by law. By:
Secretaria de la Constitución de
Property address: 1908 Birch Run Road, Terre Haute, IN 47803
Send Tax Bills to:
1908 Berch Ran Road Jene Haute In 47803
Grantee's Mailing Address:
1908 Brich Ray Road, Terre Flenty In 47803

Prescribed by the State Board of Accounts (2005) County Form 170

## Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

- I, the undersigned preparer of the attached document, in accordance with IO 36-2-7.5, do hereby affirm under the penalties of perjury:
  - I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers.
  - I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Signature of Declarant

Printed Name of Declarant

# RESOLUTION BROOKFIELD GLOBAL RELOCATION SERVICES, LLC

I, Thomas A. Hogan, as Manager of Brookfield Global Relocation Services, LLC (formerly known as GMAC Global Relocation Services, LLC), (hereinafter referred to as BROOKFIELD GRS), a Delaware limited liability company, do hereby certify that the following resolutions were adopted by BROOKFIELD GRS in accordance with the provisions of the Certificate of formation, by-laws and other rules and regulations of BROOKFIELD GRS.

RESOLVED, that each of the persons set forth on Exhibit A, attached hereto, be and hereby is, designated as a Closing Agent/Signing Authority for BROOKFIELD GRS; and

FURTHER RESOLVED, that each Closing Agent be, and hereby is, authorized and empowered, on behalf of BROOKFIELD GRS, to execute and deliver deeds, closing statements, and other documents necessary (including but not limited to Affidavits of title, Franchise Tax Indemnity Agreements, and Purchase/Sale Contracts) to settle and close the sale of residential real estate owned by BROOKFIELD GRS, and to take such other and further action as may be necessary to accomplish such settlement or closing; and

I hereby certify that the foregoing resolutions remain in full force and effect and have not been revoked.

Witness my signature on behalf of BROOKFIELD GRS this \_ day of July 2009.

Thomas A. Hogan, Manger

# 5

# EXHIBIT A

# FIRM NAME:

Morreale Real Estate Services, Inc. Morreale & Brady, P.C.

# AUTHORIZED SIGNERS:

Morreale Real Estate Services, Inc.

By: Laura J. Henneberry

Sheryl J. Nash Lynn Menzie Cory Wilhelmi

Morreale & Brady, P.C.

By: John F. Morreale Joan M. Brady

Kari A, Malone

2020015323 MTG \$55.00 11/18/2020 02:08:59PM 21 PGS Stacee M. Todd Vigo County Recorder Recorded as Presented

MERS Phone: 888-679-6377

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After Recording Return To:

APPROVED MORTGAGE 107 N STATE RD 135, STE 301 GREENWOOD, INDIANA 46142 Loan Number: 9721410422

[Space Above This Line For Recording Data]:

# MORTGAG

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MIN: 100363597214104220

## 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.

..... NOVEMBER 9, 2020 (A) "Security Instrument" means this document, which is dated , together with all Riders to this document.

Nicholas McMahan and Natalie McMahan, husband and wife (B) "Borrower" is -::::-

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone: #11mber is (888) 679-MERS.

(D) "Lender" is APPROVED MORTGAGE

INDIANA CORPORATION Lender is a and existing under the laws of

INDIANA

organized

NCBANA Form 3015 170 INDIANA - Single Family :: Famile Mae/Freddie Mac UNIFORM INSTRUMENT - MERS DocMagic @Farms www.docmagic.com

Page 1 of 15

Lend	er's address is	107	Ν	STATE	RD	135,	STE	301,	GREENWOOD,	INDIANA	46142
											יאי מי מי
(E)	"Note! moone	the pr	-	icaner no	da ei	anad by	Porr		ad datad	MOTTEMBE	en o o

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 9, 2020

The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND TWO HUNDRED AND Dollars (U.S. \$ 105,200.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full pot later than DECEMBER 1, 2050

- (F) 'Property' means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) 'Riders' means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider	X	Planned Unit Development Rider
Balloon Rider		Biweekly Payment Rider
1-4 Family Rider		Second Home Rider
Condominium Rider		Other(s) [specify]
		#"##" "####.

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

  (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated eleganinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) isondermation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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 loan" even if the Lioun does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



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## TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of Vigo

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE TITLE COMMITMENT

which currently has the address of

Terre Haute [City] 1908 Birch Run Rd. [Street]

Indiana 47803-3574

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

BORROWER COVENANTS that Berrower is fawfally 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.



by a

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

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

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

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

3. Funds for Escrow Items. Barrower 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 of ground remision the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Morigage 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, Frees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow literas 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 far all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "coveraint 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 and pay such amount and Berrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 5 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.





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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrew, 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 matify 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.

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 sopinion 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 Liender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hizards included within the term "extended coverage," and any other hazards including, but not limited to, carthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including sleductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination 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's Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ansure 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. Pees for public adjusters, or other third parties, retained by Borrower shall not be paid dution the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument; whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further



deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Liendar (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation of forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce lains of regulations), or (a) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not fimited 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 includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and vendows; drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that 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, isotwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance





coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lander again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan wist Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance; Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve; until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Niste, 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 by sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affaliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the agrangement 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 it 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 Lender.

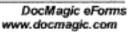
If the Property is damaged, such Miscellarieous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Exprower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced



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by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or casim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be gaid 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 Waiser. 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 reliase the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Cu-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including but not limited us, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed





as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of 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 is 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 under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

If all or any part of the Property of 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 intracdiate 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 saims 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, Excower 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 their would be thue 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 the limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms; as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasular'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 ministate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that grises 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 allegest breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 28 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 taxic or hazardous substances; pollutants, or wastes by Environmental Law and the following substances: gasoline; kerrisene, 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 Cleaning" liedudes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an



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

Borrower shall promptly give Lender written notice of (a) any investigation, claim; demand, laws at 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 recessary, 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 aid 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 remakered 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.





BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in a Instrument and in any Rider executed by Borrower and recorded with it. (Seal) (Seal) Nicholas McMahan -Borrower -Borrower Witness \*

[Space	e Below This Line For Acknowled	igment)	
State of INDIANA			
County of Viga	SS:		
Before me, Bill A. McCamm	ion Notary Pa	blic =	
		officer)	
this 9 day of November	(name of Notary or other	olas McMahan	AMD Natalie
McMahan			
	:		
acknowledged the execution of the annexe	(name of signer)		
acknowledged tile execution of the annex	ed deed (or mortgage, as the	case may be).	<b>\</b>
			*
BILL A. MCCA	MMON (Notate	's signature)	
Notary Public  Johnson County - S  Commission Numb	ADDRESS I BOL	A. M. Comm	an
Commission Numb My Commission Expir	(1.433.170)	l/Typed name), Not	ary Public
	Му сог	nmission expires:	6.28.23
(SEAL)	County	of commission:	chason
This instrument was prepared by:	Mialkingla	11.0	
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I affirm, under the penalties for perjury,	that I have taken reasonable	care to redact each S	Social Security number is
this document, unless required by law.	····		-
Palle Wird	oun aw		
Signifiance of Preparer	ain		
JULU WINDU	naw		
Printed Name of Preparer Loan Originator: Andrew Herm Loan Originator Organization	an Albert, NMLSR ID	134105	
Loan Originator Organization	: Approved Mortgage	, NMLSK ID 122	1/1

Witness's Signature  Witness's Printed Name  State of INDIANA  County of SS:	
Witness's Printed Name  State of INDIANA SS:	
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Before me, a Notary Public in and for said County and State, personally appeared Kelly	Sough
being known to me to be the person whose name is subscribed as a witness to the foregoing instrument	t. who, be
duly sworn by me, deposes and says that the foregoing instrument was executed and Nicholas McMahan AND Natalie McMahan	delivered
Nicholas McMahan AND Natalie McMahan	
in the	above-nan
(Grantor's or other Signer's Name)	
subscribing witness's presence, and that the above-named subscribing witness is not a party to the described in the foregoing instrument and will not receive any interest in or proceeds from the proper	e transact
subject of the transactions.	rty unat is
Witness my hand and Notarial Seal this 1911 day of Nevember 2020 .	
Notacy Public's Signature	
Motary Public Seal BILA ME Cammon	
Commission Number NP0669678 Notary Public's Printed Name	
My Commission Expires Julie 28, 2023	
My commission expires: 6 28 27	
Johnson	
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LOSE. Uridinatore: Andrew: reiman Albert, NMLSK ID 1341V3	
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Loan Origination Organization: Approved Mortgage, NMLSR ID 122171  INDIANA - Single Family : Family Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  Dock	agic <b>e</b> lfom

Loan Number: 9721410422

# PLANNED UNIT DEVELOPMENT RIDER

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1908 Birch Run Rd, Terre Haute, Indiana 47803-2574

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planted unit development known as

Birch Bull [Name of Planned Light Despitement

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In seldition to the covenants and agreements made in the Security Instrument, Borrower and Lender fürther covenant and agree as follows:

A. PLD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument of any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the lean.

Borrower shall give Lender prompt notice of any lapse in required property insurance kneerage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in the of restoration of repair fellowing a loss to the Property, or to common areas and facilities of the PUD; any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy, acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 1.1.
- E. Lender's Prior Consent. Bis rower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association anadeeptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider. (Seal) -Borrower -Borrower Natalie

Page 3 of 3

DocMagic &Farma

MULTISTATE PUD RIDER - Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

# EXHIBIT "A" Property Description

Closing Date: November 9, 2020

Borrower(s): Nicholas McMahan and Natalie McMahan

Property Address: 1908 Birch Run Rd., Terre Haute, IN 47803

## PROPERTY DESCRIPTION:

File No.: 2020-09-1726

LOT 69 IN THE REPLAT OF BIRCH RUN ADDITION, AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED OCTOBER 6, 1999 IN PLAT RECORD 33, PAGE 144 BEING A REPLAT OF LOT 1 BIRCH RUN ADDITION, AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED JANUARY 12, 1998 IN PLAT RECORD 32, PAGE 3 OF THE RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

PROPERTY DESCRIPTION

Page 1 of 1

## Subordination of Mortgage

Whereas, Nicholas McMahan and Natalia McMahan are the owner of the following described real estate located in Vigo County, Indiana, which is hereinafted called "The Real Estate", to wit:

1908 Birch Run Rd, Terre Haute, IN 47803

## See "Exhibit A" for Legal Description

AND WHEREAS, Indiana State University Federal Cradit Union, hereinafter called the Original Lien Holder, has a lien on the real astate by virtue of a certain mortgage dated August 10, 2017 and recorded in the Office of the Recorder of Vigo County, Indiana, as instrument Number 2017008256 Securing the original principle sum of \$24,800 which is now a lien on THE REAL ESTATE

AND WHEREAS, Approved Mortgage, its successors and assigns, as their interest may appear, hereinafter called the Subsequent Lien Holder, Has Agreed to make a mortgage loan on THE REAL ESTATE provided it has a first fien on the REAL ESTATE to secure said indebtedness.

AND WHEREAS, the Original Lien Holder in consideration of the advancement of moneys by the Subsequent Lien Holder, is agreeable to subordinate its lien.

NOW, THEREFORE, the Original Lien Holder times hereby subordinate it's lien upon THE REAL ESTATE which lien is described above, to a mortgage about to be made with the Subsequent Lien Holder in the principle sum of \$105,200.

IN WITNESS WHEREOF, the Original Lian Holder by it's authorized officer has executed this subordination of the this 27 feday of 20 6 6 7 20 20

By: Jeff McMuller

State of <u>Indiana</u>

County of Vige

of Developer , 20.28 personally appeared the within named Jeff Members and developer of TSU Federal Credit Union and acknowledged the execution of this instrument to be his/her voluntary act and deed under the penalties of perjury affairs that any representations contained in this instrument are true.

in Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Prepared By: Bobby Strong Resident of Vige

stina

Vido County

ssion Number 🗝 Commission Expire April 18, 2024 Notary Public

Indian

State

#### Subordination of Mortgage

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Whereas, Nicholas McMahan and Natalie McMahan are the owner of the following described real estate located in Vigo County, Indiana, which is hereinafter called "The Real Estate", to wit:

1908 Birch Run Rd, Terre Haute, IN 47803

#### See "Exhibit A" for Legal Description

AND WHEREAS, Indiana State University Federal Credit Union. hereinafter called the Original Lien Holder, has a lien on the real estate by virtue of a certain mortgage dated August 10, 2017 and recorded in the Office of the Recorder of Vigo County, Indiana, as instrument Number 2017008256 securing the original principle sum of \$24,800 which is now a lien on THE REAL ESTATE.

AND WHEREAS, Approved Mortgage, its successors and assigns, as their interest may appear, hereinafter called the Subsequent Lien Holder, Has Agreed to make a mortgage loan on THE REAL ESTATE provided it has a first lien on the REAL ESTATE to secure said indebtedness.

AND WHEREAS, the Original Lien Holder in consideration of the advancement of moneys by the Subsequent Lian Flolder, is agreeable to subordinate its lien.

NOW, THEREFORE, the Original Lien Holder does hereby subordinate it's lien upon THE REAL ESTATE which lien is described above, to a mortgage about to be made with the Subsequent Lien Holder in the principle sum of \$105,200.

IN WITNESS WHEREOF, the Original Lieft Holder by it's authorized officer has executed this subordination of lien this 277 day of 0 to 6 2 20 20

Βv

State of

County of

thefore me, a Notary Public it and for said County and State, this 27th day of Out bir 20 personally appeared the within named Jeff Memulian known to me to be the V.P. of Lichard of TSU Federal Condition of ISU Federal CreditUnion and acknowledged the execution of this instrument to be his/her voluntary act and deed under the penalties of perjury affirms that any representations contained in this instrument are true.

In Witness Wirereof, I have hereunto subscribed my name and affixed my official seal....

ommission Expires:

Prepared By:

Bobby Strong

Christina M. Fenton Notary Public, State of Indiana Vigo County

Resident of

nmission Number Nº0680750 Commission Expires April 18, 2024

Notary Public

Todiana State

County,

2017008256 MTG \$55.00 08/17/2017 10:57:11A 5 PGS Stacee Joy VIGO County Recorder IN Recorded as Presented

\*

[Space Above This Line For Recording Data]

# MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on 08/10/2017
The mortgagor is Nicholas McMahan Natalie McMahan

Husband and Wife	("Borrower").
This Security Instrument is given to Indiana State University	
which is organized and existing under the laws of The Unite	
	······································
and whose address is 444 North 3rd Street, Terre Haute, I	i iiiii
Borrower has entered into a Credit Line Account Agreement	Credit Eine Account Variable Interest Rate
<u>. "</u>	
	("Agreement")
with Lender as of 08/10/2017 , under the terms of	f which Borrower may, from time to time, obtain advances not
to exceed, at any time, an amount equal to the Maximum Cred	t Limit (as defined therein) of
twenty-four thousand eight hundred exactly	
Dollars (U.S. \$24,800.00 ) ("Maximum Gredit")	.imit*). This Agreement provides for monthly payments, with
the full debt, if not paid earlier, due and payable on 8/10/2032	. This Security Instrument secures to Lender:
(a) the repayment of the debt under the Agreement, with litter	est, including future advances and all renewals, extensions and
	sums, with interest, advanced under paragraph 5 to protect the
	of Borrower's covenants and agreements under this Security
* '''' '''' '''' ''''' '''''	ses hereby mortgage, grant and convey to Lender the following
described property located in Vigo	County, Indiana:
•	ne recorded plat thereof, recorded October 6, 1999, in Plat
Record 33, Page 144, being a Replat of Lot 1 Birth Run A	
January 12, 1998, in Plat Record 32, Page 3 of the Record	er's Office of Vigo County, Indiana.
2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	o o mee or rigo county, manning
	a o o mee o o rigo county, manimi

which has the address of 1908 BIRCH RUN ROAD

TERRE HAUTE

Indiana 47803 (\*Property Ac

[Street] Property Address"); [City]

[Zip Code]

(Page 1 of 5)

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 CONVENTS 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; and Late Charges or Other Fees and Charges. Borrower shall promptly pay when due the principal of any interest on the debt owed under the Agreement and any late charges or any other fees and charges due under the Agreement.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish

to Lender receipts evidencing the payments.

ender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance, this insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument; whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower differwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a protecting in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sams secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the rate chargeable for advances under the Agreement and shall be payable, with interest,

upon notice from Lender to Borrower requesting payment.

- 6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. Condemnation. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement.

- 8. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Consigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several, any Borrower who co-signs this Security Instrument but is not personally liable under the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other lean charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.
- 11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
  - Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

- 15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 Agreement 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 14.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosiene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestor or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under paragraph 14 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 paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, 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.
  - Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

BY SIGNING BELOW, Borrower accepts agrees to the terms and co in any rider(s) executed by Borrower and recorded with it.	venants contained in this S	ecurity listrument and
Witnesses:	ille Jack	<b>2</b>
NI (/	CHOLKS MCMARAN	(Seal)
	TALLE MCMAHAN	-Borrower
		-Borrower
		-Borrower
STATE OF INDIANA, Vigo On this 08/10/2017 appeared NICHOLAS MCMAHAN NATALIE MCMAHAN Witness my hand and official seal.  County as: , before me, the undersigned, a light of the seal of th	Notary Public in and for sai	
m. 1. 4 4	MARSHA K BOES tary Public, State of Indiana Vigo County Commission # 666633 My Commission Expues April 14, 2023	A STATE OF THE STA
This instrument was prepared by: Christina Fenton		Medicon
I affirm, under the penalties for perjury, that I have taken reasonable car document, unless required by law.	e to redact each Social Se	curity number in this
Christina Fenton Printed Name		
Copyright Oak Tree Rusiness Systems, Inc., 1992-2007. All Rights Reserved.		OTBS 093 EN (6/07) OTBS (6/07) (Page 5 of 5)

. . . •

2020015334 SM \$25.00 11/19/2020 08:43:36AM 2 PGS Stacee M. Todd Vigo County Recorder IN Recorded as Presented

#### Subordination of Mortgage

Whereas, Nicholas McMahan and Natalie McMahan are the owner of the following described real estate located in Vigo County, Indiana, which is hereinafter called "The Real Estate", to wit:

1908 Birch Run Rd, Terre Haute, IN 47803

#### See "Exhibit A" for Legal Description

AND WHEREAS, Indiana State University Federal Credit Union hereinafter called the Original Lien Holder, has a lien on the real estate by virtue of a certain mortgage dated August 10, 2017 and recorded in the Office of the Recorder of Vigo County, Indiana, as instrument Number 2017008256 securing the original principle sum of \$24,800 which is now a lien on THE REAL ESTATE.

AND WHEREAS, Approved Mortgage, its successors and assigns, as their interest may appear, hereinafter called the Subsequent liken Holder: Has Agreed to make a mortgage loan on THE REAL ESTATE provided it has a first lien on the REAL ESTATE to secure said indebtedness Recorded in the Real as instrument # AND WHEREAS, the Original Lien Holder in consideration of the 2020015323 advancement of moneys by the Subsequent Lien Holder, is agreeable to subordinate its

NOW, THEREFORE, the Original Lien Holder does hereby subordinate it's lien upon THE REAL ESTATE which figh is described above, to a mortgage about to be made with the Subsequent Lien Holder in the principle sum of \$105,200.

IN WITNESS WHEREOF, the Original Lien Holder by it's authorized officer has executed this subordination of lien this 274-day of

 $C_i$ 

State of County of

Before me, a Notary Public in and for said County and State, this 272 day 2038 personally appeared the within named Jeff Memulia known to me to be the V.P. r.f. Lending of ISU Federal Coeditum and acknowledged the execution of this instrument to be his/her voluntary act and deed under the pertaities of perjury affirms that any representations contained in this

official seal.

Commission Expires: 4coc . 81 1784

Prepared By: Bobby Strong Resident of

Notary Public

County, I colo

State

Christina M. Fenton Notary Public, State of Indiana Vigo County nmission Number NP0880750 Commission Expires April 18, 2024 

# EXHIBIT "A" Property Description

Closing Date:

November 9, 2020

Borrower(s):

File No.: 2020-09-1726

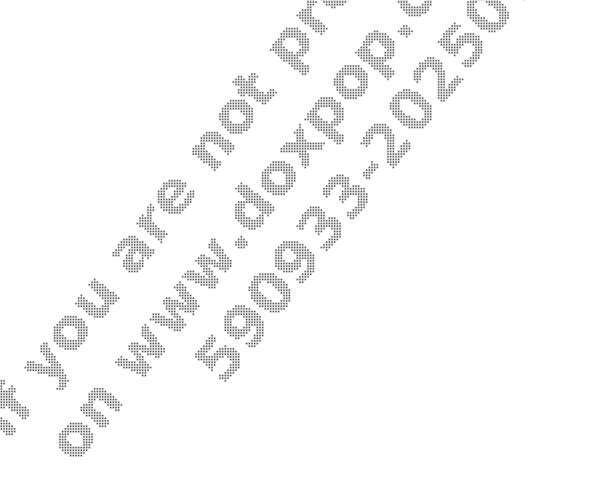
Nicholas McMahan and Natalie McMahan

Property Address:

1908 Birch Run Rd., Terre Haute, IN 47803

### PROPERTY DESCRIPTION:

LOT 69 IN THE REPLAT OF BIRCH RUN ADDITION, AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED OCTOBER 6, 1999 IN PLAT REGORD 33, PAGE 144 BEING A REPLAT OF LOT 1 BIRCH RUN ADDITION. AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED JANUARY 12, 1998 IN PLAT RECORD 32, PAGE 3 OF THE RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.



PROPERTY DESCRIPTION

LOT: 69 BLOCK: 0

SUBDIVISION: BIRCH RUN ADD REGION: Vigo County, IN

**DOCUMENTS VALIDATED THROUGH: 07/25/2025 2:46 PM** 

Showing 2 results				Filter:		
Document Details	County 🔷	Date 🜲	Туре	Name	Legal 🔷	
200236523	Vigo	12/26/2002	DEED : CORPORATE WARRANTY DEED	Search BIRCH RUN DEVELOPMENT INC Search HAUCK, JEFFREY J Search HAUCK, MICHELE R	Search Lot 69 Block 0 BIRCH RUN ADD	
200236524	Vigo	12/26/2002	MORT : MORTGAGE	Search HAUCK, JEFFREY J Search HAUCK, MICHELE R Search PHH MORTGAGE SERVICES	Search Lot 69 Block 0 BIRCH RUN ADD	

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NAME: MCMAHAN NICHOLAS (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 07/25/2025 2:46 PM

Document Details	County 🜲	Date ^	Туре	Name 🔷	Legal
2011004929	Vigo	04/14/2011	DEED : CORPORATE WARRANTY DEED	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 BIRCH RUN ADD
				Search BROOKFIELD GLOBAL RELOCATION SERVICES LLC Search MCMAHAN, NATALIE	
<u>2011004930</u>	Vigo	04/14/2011	MORT : MORTGAGE	MCMAHAN, NICHOLAS <u>Search</u>	<u>Search</u> Lot 69 BIRCH RUN ADD
				Search MCMAHAN, NATALIE Search WELLS FARGO BANK NA	
2011008917	Vigo	07/21/2011	DEED : PERSONAL REPRESENTATIVE DEED	MCMAHAN, NICHOLAS <u>Search</u> Search MCMAHAN,	Search Lot 39 COMMERCIAL CLUB PLACE
				ERIKA Search MCMAHAN, RANDALL Search HUTCHENS, LINDSEY see details for more	
2011008919	Vigo	07/21/2011	DEED : WARRANTY DEED	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 39 COMMERCIAL
				Search MCMAHAN, AARON Search HUTCHENS, LINDSEY	CLUB PLACE
2016000917	Vigo	01/25/2016	MORT : MORTGAGE	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 REPLAT OF BIRCH
				Search MCMAHAN, NATALIE Search BAILEY AND WOOD FINANCIAL	RUN ADDITION
				GROUP Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM	
<u>2016001403</u>	Vigo	02/08/2016	REL : MORTGAGE RELEASE	MCMAHAN, NICHOLAS <u>Search</u>	
				Search MCMAHAN, NATALIE Search WELLS FARGO BANK NA	

7/2025, 02:40	, UZ:40 Recorded Document Results				
Document Details	County 🔷	Date ^	Туре	Name	Legal 🜲
<u>2017008256</u>	Vigo	08/17/2017	MORT : MORTGAGE	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 BIRCH RUN ADD
				Search MCMAHAN, NATALIE Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	
2020015323	Vigo	11/18/2020	MORT : MORTGAGE	MCMAHAN, NICHOLAS Search	Search Lot 69 BIRCH RUN ADD
				Search MCMAHAN, NATALIE Search APPROVED MORTGAGE Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	
2020015334	Vigo	11/19/2020	MORT: SUBORDINATION OF MORTGAGE	MCMAHAN, NICHOLAS Search  Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION Search MCMAHAN, NATALIE	Search Lot 69 BIRCH RUN ADD
2021000742	Vigo	01/20/2021	REL: MORTGAGE RELEASE	MCMAHAN, NICHOLAS Search  Search MCMAHAN, NATLIE Search HUNTINGTON NATIONAL BANK	

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NAME: MC MAHAN NICHOLAS (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 07/25/2025 2:46 PM

Document Details	County 🜲	Date ^	Туре	Name 🔷	Legal
2011004929	Vigo	04/14/2011	DEED : CORPORATE WARRANTY DEED	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 BIRCH RUN ADD
				Search BROOKFIELD GLOBAL RELOCATION SERVICES LLC Search MCMAHAN, NATALIE	
2011004930	Vigo	04/14/2011	MORT : MORTGAGE	MCMAHAN, NICHOLAS Search	<u>Search</u> Lot 69 BIRCH RUN ADD
				Search MCMAHAN, NATALIE Search WELLS FARGO BANK NA	
2011008917	Vigo	07/21/2011	DEED : PERSONAL REPRESENTATIVE DEED	MCMAHAN, NICHOLAS Search Search MCMAHAN, ERIKA	Search Lot 39 COMMERCIAL CLUB PLACE
				Search MCMAHAN, RANDALL Search HUTCHENS, LINDSEY see details for more	
2011008919	Vigo	07/21/2011	DEED : WARRANTY DEED	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 39 COMMERCIAL CLUB PLACE
				Search MCMAHAN, AARON Search HUTCHENS, LINDSEY	CLOB PLACE
2016000917	Vigo	01/25/2016	MORT : MORTGAGE	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 REPLAT OF BIRCH
				Search MCMAHAN, NATALIE Search BAILEY AND WOOD FINANCIAL	RUN ADDITION
				GROUP Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM	
<u>2016001403</u>	Vigo	02/08/2016	REL : MORTGAGE RELEASE	MCMAHAN, NICHOLAS <u>Search</u>	
				Search MCMAHAN, NATALIE Search WELLS FARGO BANK NA	

Recorded Document Results				
County 🜲	Date ^	Туре	Name	Legal 🜲
Vigo	08/17/2017	MORT : MORTGAGE	MCMAHAN, NICHOLAS <u>Search</u>	Search Lot 69 BIRCH RUN ADD
			Search MCMAHAN, NATALIE Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	
Vigo	11/18/2020	MORT: MORTGAGE	MCMAHAN, NICHOLAS Search	Search Lot 69 BIRCH RUN ADD
			Search MCMAHAN, NATALIE Search APPROVED MORTGAGE Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	
Vigo	11/19/2020	MORT: SUBORDINATION OF MORTGAGE	MCMAHAN, NICHOLAS Search  Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION Search MCMAHAN, NATALIE	<u>Search</u> Lot 69 BIRCH RUN ADD
Vigo	01/20/2021	REL: MORTGAGE RELEASE	MCMAHAN, NICHOLAS Search  Search MCMAHAN, NATLIE Search HUNTINGTON NATIONAL BANK	
	Vigo	Vigo 08/17/2017  Vigo 11/18/2020  Vigo 11/19/2020	Vigo         08/17/2017         MORT : MORTGAGE           Vigo         11/18/2020         MORT : MORTGAGE           Vigo         11/19/2020         MORT : SUBORDINATION OF MORTGAGE           Vigo         01/20/2021         REL : MORTGAGE	Vigo       08/17/2017       MORT : MORTGAGE       MCMAHAN, NICHOLAS Search         Search MCMAHAN, NATALIE       Search INDIANA         STATE UNIVERSITY FEDERAL CREDIT UNION         Vigo       11/18/2020       MORT : MORTGAGE       MCMAHAN, NICHOLAS Search MCMAHAN, NATALIE         Search MCMAHAN, NATALIE       Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS         Vigo       11/19/2020       MORT : SUBORDINATION OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS         Vigo       11/19/2020       MORT : SUBORDINATION OF MORTGAGE REJEACH INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION Search MCMAHAN, NATALIE         Vigo       01/20/2021       REL : MORTGAGE RELEASE       MCMAHAN, NICHOLAS Search MCMAHAN, NATLIE Search HUNTINGTON

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NAME: MCMAHAN NATALIE (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 07/25/2025 2:46 PM

Showing 7 results			Filter:				
Document Details	County	Date ^	Туре	Name -	Legal		
2011004929	Vigo	04/14/2011	DEED : CORPORATE WARRANTY DEED	MCMAHAN, NATALIE Search Search BROOKFIELD GLOBAL RELOCATION SERVICES LLC Search MCMAHAN, NICHOLAS	Search Lot 69 BIRCH RUN ADD		
2011004930	Vigo	04/14/2011	MORT : MORTGAGE	MCMAHAN, NATALIE Search Search MCMAHAN, NICHOLAS Search WELLS FARGO BANK NA	Search Lot 69 BIRCH RUN ADD		
2016000917	Vigo	01/25/2016	MORT : MORTGAGE	MCMAHAN, NATALIE Search  Search MCMAHAN, NICHOLAS Search BAILEY AND WOOD FINANCIAL GROUP Search MORTGAGE ELECTRONIC REGISTRATION SYSTEM	Search Lot 69 REPLAT OF BIRCH RUN ADDITION		
2016001403	Vigo	02/08/2016	REL : MORTGAGE RELEASE	MCMAHAN, NATALIE Search Search MCMAHAN, NICHOLAS Search WELLS FARGO BANK NA			
<u>2017008256</u>	Vigo	08/17/2017	MORT: MORTGAGE	MCMAHAN, NATALIE Search  Search MCMAHAN, NICHOLAS Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	Search Lot 69 BIRCH RUN ADD		
2020015323	Vigo	11/18/2020	MORT: MORTGAGE	MCMAHAN, NATALIE Search Search MCMAHAN, NICHOLAS Search APPROVED MORTGAGE Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	Search Lot 69 BIRCH RUN ADD		

Document Details	County 🜲	Date ^	Туре	Name	Legal 🜲
2020015334	Vigo	11/19/2020	MORT : SUBORDINATION OF MORTGAGE	MCMAHAN, NATALIE Search  Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION Search MCMAHAN, NICHOLAS	<u>Search</u> Lot 69 BIRCH RUN ADD

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NAME: MC MAHAN NATALIE (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 07/25/2025 2:46 PM

howing 7 results				Filter:					
Document Details	County 🜲	Date 🜲	Туре	Name	<b>\$</b>	Legal	<b>\$</b>		
2011004929	Vigo 04/14/2011		DEED : CORPORATE WARRANTY DEED	MCMAHAN Search Search BRO GLOBAL REI SERVICES L Search MCM NICHOLAS	OKFIELD LOCATION LC	Search Lot of BIRCH RUN			
2011004930	Vigo 04/14/2011		Vigo 04/14/2011 MO		MORT: MORTGAGE	MCMAHAN Search Search MCM NICHOLAS Search WEL BANK NA	1AHAN,	Search Lot of BIRCH RUN	
2016000917	Vigo 01/25/2016		MORT : MORTGAGE	MCMAHAN Search MCM NICHOLAS Search BAIL WOOD FINA GROUP Search MOR ELECTRONIC REGISTRAT	IAHAN, LEY AND INCIAL RTGAGE	Search Lot REPLAT OF RUN ADDIT	BIRCH		
<u>2016001403</u>	Vigo	02/08/2016	REL : MORTGAGE RELEASE	MCMAHAN Search Search MCM NICHOLAS Search WEL BANK NA	1AHAN,				
<u>2017008256</u>	Vigo 08/17/2017		MORT : MORTGAGE	MCMAHAN, NATALIE Search Search MCMAHAN, NICHOLAS Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION		Search Lot of BIRCH RUN			
2020015323	Vigo	11/18/2020	MORT: MORTGAGE	MCMAHAN Search Search MCM NICHOLAS Search APPI MORTGAGE Search MOR ELECTRONI REGISTRAT: SYSTEMS	IAHAN, ROVED RTGAGE C	Search Lot of BIRCH RUN			

Document Details		Date 🔷	Туре	Name 🔷	Legal 🔷
2020015334	Vigo	11/19/2020	MORT : SUBORDINATION OF MORTGAGE	MCMAHAN, NATALIE Search  Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION Search MCMAHAN, NICHOLAS	<u>Search</u> Lot 69 BIRCH RUN ADD

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29/07/2025, 02:58 Court Case Results

### **Search Results for:**

NAME: MCMAHAN NICHOLAS (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 4 results Filter:								
Case Details	Name 🜲	Birth Date	\$	Role 🜲	Туре	Status 🜲	File Date	Disposition Date
84D02-1002-EU-001019	McMahan, Nicholas			Petitioner	Civil	Closed	02/05/2010	11/09/2011
84D02-1002-EU-001019	McMahan, Nicholas			Heir	Civil	Closed	02/05/2010	11/09/2011
84D02-2110-CT-006269	McMahan, Nicholas L.			Defendant	Civil	Closed	10/19/2021	02/23/2023
84D05-0801-SC-001038	McMahan, Nicholas L			Defendant	Civil	Closed	01/29/2008	04/15/2008

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29/07/2025, 02:58 Court Case Results

### **Search Results for:**

NAME: MC MAHAN NICHOLAS (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 4 results Filter:								
Case Details	Name 🜲	Birth Date	\$	Role 🜲	Туре	Status 🜲	File Date	Disposition Date
84D02-1002-EU-001019	McMahan, Nicholas			Petitioner	Civil	Closed	02/05/2010	11/09/2011
84D02-1002-EU-001019	McMahan, Nicholas			Heir	Civil	Closed	02/05/2010	11/09/2011
84D02-2110-CT-006269	McMahan, Nicholas L.			Defendant	Civil	Closed	10/19/2021	02/23/2023
84D05-0801-SC-001038	McMahan, Nicholas L			Defendant	Civil	Closed	01/29/2008	04/15/2008

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29/07/2025, 02:59 Court Case Results

### **Search Results for:**

NAME: MCMAHAN NATALIE (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 2 results Filter:							
Case Details	Name 🜲	Birth Date	Role 🖨	Туре 🜲	Status 🜲	File Date	Disposition Date
84D03-1001-CC-000121	McMahan (Aka), Natalie M		Defendant	Civil	Closed	01/08/2010	04/15/2010
84D04-0710-CC-010753	McMahan, Natalie M		Defendant	Civil	Closed	10/12/2007	01/14/2008

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29/07/2025, 02:59 Court Case Results

#### **Search Results for:**

NAME: MC MAHAN NATALIE (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 2 results Filter:								
Case Details	Name 🜲	Birth Date	<b>\$</b>	Role 🜲	Туре 🜲	Status 🜲	File Date	Disposition Date
84D03-1001-CC-000121	McMahan (Aka), Natalie M			Defendant	Civil	Closed	01/08/2010	04/15/2010
84D04-0710-CC-010753	McMahan, Natalie M			Defendant	Civil	Closed	10/12/2007	01/14/2008

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