

LIEN SEARCH PRODUCT COVER SHEET

		11101						
			ORD	ER INFO	RMATION			
FILE/ORDER N	UMBER:	LL-IFC-0	LL-IFC-02752 PRODUCT NAME: LIEN SEARCH REP				H REPORT	
BORROWER NA	AME(S)	NATHAN	N DAVIS E	DILLION	•		•	
PROPERTY AD	DRESS:	2611 DE	AN AVE					
CITY, STATE A	ND COUNTY:	TERRE I	TERRE HAUTE, INDIANA (IN) AND VIGO					
,					ORMATION			
SEARCH DATE		08/12/202	25		EFFE	CTIVE DATE:	08/11/2025	
NAME(S) SEAR	CHED:	DILLION	ILLION NATHAN DAVIS					
ADDRESS/PAR	CEL	2611 DE	AN AVE, 7	TERRE H	AUTE, IN 4	7803 / 84-06-26	5-407-011.000-00	2
SEARCHED:								
			ASSESS	SMENT IN	VFORMATI	ON		
COMMENTS:								
			CURRE	ENT OWN	IER VESTI	NG		
NATHAN DAVIS DILLION								
COMMENTS:								
			1	VESTING				
DEED TYPE:	WARRANTY I	DEED		GRANTO		ERIN N. MA		
DATED	02/08/2019			GRANTI	EE:	NATHAN DA	AVIS DILLION	
DATE:								
BOOK/PAGE:	N/A			RECORDED		02/14/2025		
DIGEDIA (E) III	2010001667			DATE:				
INSTRUMENT	2019001667							
NO:								
COMMENTS:								
				CURRENT	TAXES			
FIRST INSTALLME	NT				SECOND	INSTALLMENT		
TAX YEAR:			2025 (SPRING)		TAX YEA	R:	2025 (FALL)	
TAX AMOUNT:			\$430.54	,	TAX AMOUNT:		\$430.54	
TAX STATUS:			PAID		TAX STATUS:		DUE	
DUE DATE:			05/12/202	25	DUE DATE:		11/10/2025	
DELINQUENT DA			00/12/20/	20	_	DELINQUENT DATE:		<u>'</u>
DEEIN GOEIN DA			,	/OLLINITAD		OLIVI DATE.		
				/OLUNTAR				
			SEC	URITY INS	TRUMENT			
DOC NAME		MORTO			AMOUNT:		\$60,000.00	
DATED DATE:		02/08/2			RECORDE		02/14/2019	
INSTRUMENT NO	:	201900)1668		BOOK/PAG	GE:	N/A	
OPEN/CLOSED:		CLOSE-	END		SUBJECT L	IEN	YES	
					(YES/NO):			
BORROWER: NATHAN DA				LLION, SIN	IGLE MAN			
LENDER:		FIRST F	INANCIAL E	BANK NA.				
TRUSTEE: N/A								
COMMENTS:								
OVERVA PRO VICTORIA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE	FOR PREAMBLE							
CITY/TOWNSHIP	TY/TOWNSHIP/PARISH: CITY OF TERRE HAUTE							

ADDITIONAL NOTES

LEGAL DESCRIPTION

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

LOT NUMBERS 157 AND 158 IN DREXEL PLACE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 9 WEST, IN VIGO COUNTY, INDIANA

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID 84-06-26-407-011.000-002 Tax ID 84-06-26-407-011.000-002

Section Plat 26

Routing Number

Neighborhood 118544 - HARRISON Property Address 2611 Dean Ave Terre Haute, IN 47803

Legal Description DREXEL PLACE (2611 DEAN AVE) 200203591 26-12-9 LOT 157

(Note: Not to be used on legal documents)

Acreage N/A

Class 510 - Res 1 fam dwelling platted lot

Tax District/Area 002 - HARRISON

View Map



Owner - Auditor's Office

Deeded Owner

Dillion Nathan Davis

2611 Dean Ave

Terre Haute, IN 47803

Site Description - Assessor's Office

Topography
Public Utilities
Street or Road
Neigh. Life Cycle
Legal Acres 0
Legal Sq Ft 0

Taxing Rate

4.5676

Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
FRONT LOT		36.000	0.000	36.000	133.000	0.00	1.00		432.00	432.00	15,550.00		15,550.00

Land Detail Value Sum 15,550.00

Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1

Occupancy

Story Height 1.0

Roofing Material: Asphalt shingles

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

Primary Heat Central Warm Air

Extra Fixtures 0
Total Fixtures 8
Fireplace No
Features None

Porches and Decks Open Frame Porch 150

Yd Item/Spc Fture/Outbldg None

Last Updated 10/21/2020

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1026	1026
Wood frame	Α	864	864
Concrete block	В	432	0
	Crawl	594	0
	Total	2322	1890

Improvements - Assessor's Office

Card 01

		Stry Cons	t	Year	Eff		Base		Adj	Size/	Cost	Phys	Obsol	Mrkt	%	
II	O Use	Hgt Type	Grade	Const	Year	Cond	Rate F	eatures	Rate	Area	Value	Depr	Depr	Adj	Comp	Value
	DWFII	1	D+1	1917	1917	Δ٧	0.00		0	1890	138580	50	0	121	100	83800

Transfer History - Assessor's Office

				Deed-Transaction	Transfer		Adjusted Sale
Date	Grantor	Grantee	Document #	Туре	Type	Amount	Price
2/14/2019	MANNING ERIN N	DILLION NATHAN DAVIS	2019001667	Wa	<u>M</u>	\$70,000	\$70,000
1/26/2015	OUTLOOK INVESTMENT GROUP	MANNING ERIN N	2015000717	Wa	<u>M</u>	\$53,457	\$53,457
10/14/2014	LAWLER RYAN	OUTLOOK INVESTMENT GROUP	2014012790	Qu	<u>S</u>	\$0	\$0
5/7/2014	SETLIFF JANET MARY	LAWLER RYAN	2014005839	Qu	<u>M</u>	\$0	\$0
3/20/2014	SETLIFF RICHARD C	SETLIFF JANET MARY	2014004211	Qu	<u>S</u>	\$0	\$0
2/8/2002	EARLE ELOISE	SETLIFF RICHARD C		Р	<u>S</u>	\$0	\$0
3/21/1997	HODGES JEFF J	EARLE ELOISE (SETLIFF RICHARD ATT)			X	\$44,000	\$44,000
6/22/1989	NELSON FREIDA (FEE)	HODGES JEFF J			<u>S</u>	\$0	\$0
1/29/1987	MONRONEY HAROLD & FREIDA NELSON & JA	MONRONEY HELEN M L.E.			<u>S</u>	\$0	\$0
1/29/1987	MONRONEY HELEN M LIFE ESTATE	FEE: NELSON FREIDA			<u>S</u>	\$0	\$0
7/29/1986	MONRONEY FRED H & HELEN	MONRONEY HAROLD & FRIEDA NELSON ETAL			<u>S</u>	\$0	\$0

Transfer Recording - Auditor's Office

Date	From	То	Instrument	Doc#
2/14/2019	MANNING ERIN N	DILLION NATHAN DAVIS	Warranty Deed	2019001667
1/26/2015	OUTLOOK INVESTMENT GROUP	MANNING ERIN N	Warranty Deed	2015000717

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	\$15,600	\$15,600	\$15,600	\$15,600	\$15,900
(Assessed Value)	Improvements	\$83,800	\$67,000	\$63,700	\$58,000	\$53,200
	Total	\$99,400	\$82,600	\$79,300	\$73,600	\$69,100
VALUATION	Land	\$15,600	\$15,600	\$15,600	\$15,600	\$15,900
(True Tax Value)	Improvements	\$83,800	\$67,000	\$63,700	\$58,000	\$53,200
	Total	\$99,400	\$82,600	\$79,300	\$73,600	\$69,100

Deductions - Auditor's Office

Туре	Description	2024 Pay 2025	2024 Pay 2025 2023 Pay 2024		2021 Pay 2022	2020 Pay 2021	
Homestead	Homestead Credit	\$48,000.00	\$47,580.00	\$44,160.00	\$41,460.00	\$40,680.00	
Homestead	Supplemental HSC	\$12,975,00	\$12,688,00	\$10,304,00	\$9,674,00	\$9,492,00	

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	\$430.54	\$411.92	\$364.42	\$336.36	\$312.33
+ 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	\$430.54	\$411.92	\$364.42	\$336.36	\$312.33
+ 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	\$126.66	\$66.83	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$861.08	\$823.84	\$728.84	\$672.72	\$624.66
- Surplus Transfe	r \$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$430.54)	(\$823.84)	(\$728.84)	(\$672.72)	(\$624.66)
= Total Due	\$430.54	\$0.00	\$0.00	\$0.00	\$0.00

Payments (2021-2025) - Treasurer's Office

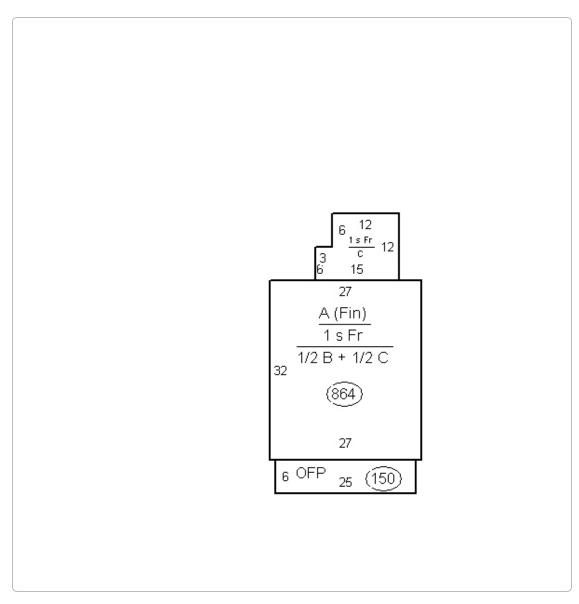
Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2550563	5/12/2025	\$430.54
2023 Pay 2024	2481984	11/4/2024	\$411.92
2023 Pay 2024	2426784	5/3/2024	\$411.92
2022 Pay 2023	2374459	11/2/2023	\$364.42
2022 Pay 2023	2313975	4/27/2023	\$364.42
2021 Pay 2022	2264395	10/21/2022	\$336.36
2021 Pay 2022	2219684	5/2/2022	\$336.36
2020 Pay 2021	2169064	11/1/2021	\$312.33
2020 Pay 2021	2118507	5/7/2021	\$312.33

Photos - Assessor's Office





Sketches - Assessor's Office



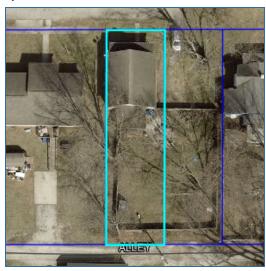
Property Record Card

Property Record Card (PDF)

Form 11

Form 11 (PDF)

Мар



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

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Last Data Upload: 12/08/2025, 14:40:06

Contact Us



13/08/2025, 01:26 Low Tax Info



LowTaxInfo



2611 Dean Ave

Dillion Nathan Davis

Terre Haute, IN 47803

2611 Dean Ave Terre Haute, IN 47803

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

Fall Due by 11/10/2025: \$430.54

\$430.54

Total Due (i)

Property Information

Tax Year/Pay Year

2024 / 2025

Parcel Number

84-06-26-407-011.000-002

Duplicate Number

1047941

Property Type

Real

Tax Unit / Description

2 - Terre Haute City Harrison Town

Property Class

RESIDENTIAL ONE FAMILY DWELLING ON A

PLATTED LOT

Mortgage Company

Lereta

Mtg Company Last Changed

09/12/2023

TIF

None

Homestead Credit Filed?

Yes

Over 65 Circuit Breaker?

No

Legal Description

Note: Not to be used on legal documents

DREXEL PLACE (2611 DEAN AVE) 200203591 26-

12-9 LOT 157

Section-Township-Range

26, 12, 09

Parcel Acres

No Info

Lot Number

157

Block/Subdivision

No info

Billing

Detail

13/08/2025, 01:26 Low Tax Info

	Tax Bill	Adjustments	Balance
Spring Tax:	\$430.54	\$0.00	\$430.54
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$430.54	\$0.00	\$430.54
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:	\$126.66	\$0.00	\$126.66
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$861.08
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$861.08
Receipts:			\$430.54
Total Due:			\$430.54
Surplus Transfer:			\$0.00

13/08/2025, 01:26 Low Tax Info

	Tax Bill	Adjustments	Balance
Account Balance:			\$430.54

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	05/12/2025	S	\$430.54	Lock Box Payment 5/9/2025 Check Nbr 1731380	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$430.54	\$430.54	\$0.00	\$861.08	\$430.54
2024	\$411.92	\$411.92	\$0.00	\$823.84	\$823.84
2023	\$364.42	\$364.42	\$0.00	\$728.84	\$728.84
2022	\$336.36	\$336.36	\$0.00	\$672.72	\$672.72
2021	\$312.33	\$312.33	\$0.00	\$624.66	\$624.66
2020					
2019					

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$79,300	\$82,600
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	\$79,300	\$82,600
2a. Minus deductions	(\$60,268)	(\$60,975)
3. Equals subtotal of net assessed value of property	\$19,032	\$21,625
3a. Multiplied by your local tax rate	4.6798	4.5676
4. Equals gross tax liability	\$890.67	\$987.74
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$66.83)	(\$126.66)
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	\$823.84	\$861.08

Assessed Values as of 01/01/2024

Land Value	\$15,600
Improvements	\$67,000

Exemptions / Deductions

13/08/2025, 01:26

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$12,975.00
Count: 2	\$60,975.00

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
MANNING ERIN N	02/14/2019		2019001667		
OUTLOOK INVESTMENT GROUP	01/26/2015		2015000717		

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Last Updated August 11, 2025

ENTERED FOR TAXATION Subject to final acceptance for Transfer

FEB 1 4 2019

2019001667 WD \$25.00 02/14/2019 02:58:57P 1 PGS Stacee Todd VIGO County Recorder IN Recorded as Presented

Taxe to: VIBOCOUNDACOUND

WARRANTY DEED

THIS INDENTURE WITNESSETH, That *Erin N. Manning*, of Vigo County, Indiana, conveys and warrants to *Nathan Davis Dillion*, of Vigo County, Indiana, for valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Vigo County, in the State of Indiana, to-wit:

Lots Numbers 157 and 158 in Drexel Place, being a subdivision of the South Half of the North Half of the South East Quarter of Section 26. Township 12 North, Range 9 West, in Vigo County, Indiana.

Erin N. Manning

STATE OF INDIANA, UGO COUNTY, SS: 4

Before me, the undersigned, a Notary Public in and for said County, this day of February, 2019, came Erin N. Manning, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:

Name:

Resident of County, Indiana

BARBARA: HULETT

Motary Public, Stiller of Indiamili
Vigo County
Commission # 6924.17
My Commission Express
October 24, 2024

I affirm under penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Gary G. Hanner

THIS INSTRUMENT PREPARED BY Gary G. Hanner, HANNER LAW OFFICE, Old Parke State Bank Bldg., P.O. Box 122, Rockville, IN 47872 (765) 569-3122. www.hannerlaw.com

When recorded, return to: First Financial Bank NA Attn: Mortgage Lending Department PO Box 540 Terre Haute, IN 47808

2019001668 MTG 02/14/2019 02:58:57P Stacee Todd VIGO County Recorder Recorded as Presented

Title Order No.: 190035

LOAN #: 90320106383

|Space Above This Line For Resording Data|

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document which is dated. February 8, 2019. to this document.

together with all Riders

(B) "Borrower" is NATHAN DAVIS DILLION, SINGLE MAN

Borrower is the mortgagor under this control (C) "Lender" is First Financial Bank NA. Borrower is the mortgagor under this Security Instrument

ender is a C	ommercial	Bank,			•	org	ganized an	d existing u	nder the laws of
The United St	ates of Arm	erica.	Lender's	address is	One First	Financia	l Plaza, To	erre Haute,	IN 47807.
				•					
ender is the n	nortgagee ur	nder this:Se	čirity Instrur	ment					
(D) "Note" me	ans the pror	missery nete	signed by I	Borrower an	d dated	February	8, 2019.		The Note states
hat Borrower						*****		******	• • • • • • • • • • •
*******		***				· · · · · D	ollars (U.S	\$60,000.	00)
olus interest. B	orrower has	promised to	pay this del	bt in regular	Periodic P	ayments a	and to pay	the debt in f	ull not later than
March 1, 2049		*******	ť . ! !	•		,			
E) "Property	" means: the	property:En	et is describe	ed below un	der the he	ading "Tra	nsfer of R	ights in the f	Property."
F) "Libary" me	eans.ithe idet	t evidence	by the Not	e, plus inter-	est, any pr	repaymen	t charges	and late cha	irges due under
he Note, and a	II sums due	under this	Security Inst	rument, plus	interest.	-,,			
						ted by Bo	rrower. Th	e following (Riders are to be
executed by Ex						,			
	ble Rate Rid			nium Rider		ſ	Second	Home Ride	r
☐ Balloon	Didae	::::::. r		Jnit Develop	ment Ride	er É	Other(s	(specify)	-
	nily Rider			Payment Ric				, toboo. 11	
☐ V.A. Rid									
	- """ !!	::							

NDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 9

INUDEED 1016 INUDEED (CLS) 02/07/2019 07:31 AM PST



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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County (Type of Recording Julisticion) [Rame of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 84-06-26-407-011.000-002/ 84-06-26-407-012.000-002

which currently has the address of

[Street] [City]

Indiana 47803

(Zip Cas

..... TOGETHER WITH all the improverients now or heritaliter 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 saferred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

 Paymin 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: Bottower 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 Iriefrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due singler the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon äisinstitution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender

need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covernants 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) priority in the order 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 either amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the regayment 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 Nete.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Perfolds 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 ensurance of this Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in figure the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. The sections are called section Items." At prigination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Marri. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section, Borrower shall pay Lender the Fursis for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive: Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waive: may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable. The amounts due for any Escrew Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement consained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrew Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights wider Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender arty such amount. Cender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such artisunts, that are their required under this Section 3.

Lender may, at any time, collect and heat Fainds in an amount (a) sufficient to permit Lender to apply the Funds at the

Lender may, at any time, collect and healt Fainds 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 reasonizable 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

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 stringured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Eastrow items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually airalizing the 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 Lander 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 surphit of Funds held in ascrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sen-



tences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and 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 coverages at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverages. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be rinterest at the Note state 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 \$6 is ender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such paicy shall include a standard martgage clause and shall name Lender as mortgagee and/or as an additional loss payer.

In the event of loss, Borrower shall give prompt notice to the insurance carrier sind Lender, signifer 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 ressented. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction; provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law retaines interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall so be paid suit of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not insurance proceeds shall be applied to the sums securized 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.

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

- or this Security Instrument, whether of 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 extenualing circumstances exist which are beyond Borrower's control.
- 7. Preservation, Malitteriance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deferiorate of damains 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 candition. 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 it ender 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 abligation for the completion of social repair or restoration.

Lemider 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 entitles acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, implication, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan: Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Eender'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 Eender's interest in the Property and/or rights under this Security Instrument (such as a proceeding instrument, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although



Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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.

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 Baltower was required to make separately designated payments toward the premiums for Mortgage Insulance: Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable less reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in 批組, 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 facility period that it ender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments loward the previous for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-reflandable 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 Naquired 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 lesses 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 little, and may enter into agree-

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 realize losses. These agreements will 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 fairlds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premisins).

As a result of these agreements, Lender, any purchaser of the Note; another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that directly from (or might be characterized as) a portion of Borrower's payments for Mortgage insurerce; in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insight; the arrangement is often larger "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 agree refund.
- Insurance, and they will not entitle Borrower to any refund.

 (b) Any such agreements will not affect the rights Borrower his if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, acid/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: Forfesture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is demaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically leasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to find 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. If the restoration or repair is not economically leasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the transfer security 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 laking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lenger otherwisit agency in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellanious Proceeds distributed 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 in mental taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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



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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 #1 Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for the proceeding to the proceeding the Property or other material impairment of Lender's interest in the Property or rights under this occurry the Property are proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The

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

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

 Joint and Several Liability; Co-signers; Successors and Assigns Bouret, Borrower covenants and agrees Hat 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 abligated 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 consents obligations under this Security Instrument in writing, and is approved by Lender, shall 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 to services performed in consection with Borrower's default. for the purpose of protecting Lender's interest in the Property and rights under this Security friggrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall riot be construed as a prohibition on the charging

of such fee. Lender may not charge fees that are expressly prohibited by this Security tristrument 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 bridge the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action. Borrower might have arising part of such overcharge.

 Notices. All notices given by Borrower of Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instructions shall be deemed to have been given to Borrower when mailed by first class mail or when actually delighred to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers sinless 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 sintil actually received by Lender: If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be sight, 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 that 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 femiline gender; (b) words in the singular shall mean and include the plural and vice versa; and

(c) the word "may" gives siple descretion without any obligation to take any action.

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

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

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

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

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- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those corrections are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Nett as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses included in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and 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 of rights of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank this Security Instrument's struck or cashier's check, provided any such check is drawn upon an institution whose deposits are interest by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial sinterest in this Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might restrict in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due unides the Note and 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 span is serviced by it Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to faurower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the preserve, 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. This preceding two sentences shall ripl 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, bid not limited to, hazardous substances in consumer products).

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

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

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



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

(Seal)

State of INDIANA County of VIGO

Before me the undersigned, a Notary Public frit. (Notary's county of residence) County, State of Indiana, personally appeared NATHAN DAVIS DILLION, (name of signer), and acknowledged the execution of this instrument this 8th day of FEBRUARY, 2019.

My commission expires:

County of residence:

rinted/typed name), Notary Public

Lender: First Financial Bank NA NMLS ID: 401915 Loan Originator: Andrew D Metheny NMLS ID: 121078

BARBARA HULETT Notary Public, State of Indiana Vigo County Commission # 692417 My Commission Expires October 24, 2024

#NDJANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Este Mae, Inc. Page 8 of Page 8 of 9

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LOAN #: 96320106383 ** * **

• I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

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*

THIS DECUMENT WAS PREPARED BY:
MITCH WILLIAMS
FIRST FINANCIAL BANK, NA.
ONE FIRST FINANCIAL PLAZA
TERRE HAUTE, IN 47807
812-238-6161

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INDEANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Big Mae, Inc. Page 9 of Form 3015 1/01 Page 9 of 9

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Lots Numbers 157 and 158 in Drexel Place, being a subdivision of the South Half of the North Half of the South East Quarter of Section 26, Township 12 North, Range 9 West, in Vigo County, Indiana.

Search Results for:

NAME: DILLION NATHAN (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 08/11/2025 2:53 PM

Showing 2 results Filter:										
Document Details	\$	County	\$	Date	\$	Туре	Name	\$	Legal	\$
2019001667		Vigo		02/14/	2019	DEED : WARRANTY DEED	DILLION, NATO DAVIS Search Search MANNII		Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE	
2019001668		Vigo		02/14/2	2019	MORT : MORTGAGE	DILLION, NAT DAVIS Search Search FIRST FINANCIAL BAI		Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE	

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Search Results for:

LOT: 157 SUBDIVISION: DREXEL PLACE REGION: Vigo County, IN

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Document Details	County	Date ^	Туре	Name	Legal
<u>200203591</u>	Vigo	02/08/2002	DEED : PERSONAL REPRESENTATIVE DEED	Search EARLE ELOISE L ESTATE OF Search SETLIFF, RICHARD C Search SETLIFF, RICHARD C	Search Lot 157 Block 0 DREXEL PLACE Search Lot 158 Block 0 DREXEL PLACE
2014002103	Vigo	02/20/2014	LIEN: SEWER LIEN	Search SETLIFF, RICHARD C Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	Search Lot 157 DREXEL PLACE Search 26-12N- 9W
2014004211	Vigo	03/20/2014	DEED : QUIT CLAIM DEED	Search GILBERT, KIMBERLY K Search GILBERT, KIMBERLY K Search LAWYER, NANCY J Search SETLIFF TRUE, KELLY K INGLE see details for more	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE
2014005839	Vigo	05/07/2014	DEED : QUIT CLAIM DEED	Search SETLIFF, JANET M Search LAWLER, RYAN	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE
<u>2014009321</u>	Vigo	07/21/2014	REL : SEWER LIEN RELEASE	Search SETLIFF, RICHARD C Search CITY OF TERRE HAUTE CONTROLLERS OFFICE	<u>Search</u> Lot 157 DREXEL PLACE
<u>2014012790</u>	Vigo	10/14/2014	DEED : QUIT CLAIM DEED	Search LAWLER, RYAN Search OUTLOOK INVESTMENT GROUP	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE
2015000717	Vigo	01/26/2015	DEED : CORPORATE WARRANTY DEED	Search OUTLOOK INVESTMENT GROUP INC Search MANNING, ERIN N	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE
2015000718	Vigo	01/26/2015	MORT : MORTGAGE	Search MANNING, ERIN N Search FIRST REPUBLIC MORTGAGE CORPORATION	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE

Document Details	County 🖨	Date ^	Type 🔷	Name	Legal 🔷
2019001667	Vigo	02/14/2019	DEED : WARRANTY DEED	Search MANNING, ERIN N Search DILLION, NATHAN DAVIS	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE
2019001668	Vigo	02/14/2019	MORT : MORTGAGE	Search DILLION, NATHAN DAVIS Search FIRST FINANCIAL BANK NA	Search Lot 157 DREXEL PLACE Search Lot 158 DREXEL PLACE

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Search Results for:

LOT: 158
SUBDIVISION: DREXEL PLACE
REGION: Vigo County, IN

DOCUMENTS VALIDATED THROUGH: 08/11/2025 2:53 PM

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Document Details	County	Date ^	Туре	Name	Legal	\$
200203591	Vigo	02/08/2002	DEED : PERSONAL REPRESENTATIVE DEED	Search EARLE EL L ESTATE OF Search SETLIFF, RICHARD C Search SETLIFF, RICHARD C	LOISE Search Lot 1. Block 0 DRE> PLACE Search Lot 1. Block 0 DRE> PLACE	XEL 58
2014004211	Vigo	03/20/2014	DEED : QUIT CLAIM DEED	Search GILBERT, KIMBERLY K Search GILBERT, KIMBERLY K Search LAWYER, NANCY J Search SETLIFF KELLY K INGLE see details for m	DREXEL PLAC <u>Search</u> Lot 1: DREXEL PLAC TRUE,	CE 58
2014005839	Vigo	05/07/2014	DEED : QUIT CLAIM DEED	Search SETLIFF, M Search LAWLER,	DREXEL PLAC	CE 58
2014012790	Vigo	10/14/2014	DEED : QUIT CLAIM DEED	Search LAWLER, Search OUTLOOK INVESTMENT GR	C DREXEL PLACE	CE 58
2015000717	Vigo	01/26/2015	DEED : CORPORATE WARRANTY DEED	Search OUTLOOK INVESTMENT GR INC Search MANNING ERIN N	OUP DREXEL PLACE Search Lot 1	CE 58
2015000718	Vigo	01/26/2015	MORT : MORTGAGE	SAGE Search MANNING, ERIN N Search FIRST REPUBLIC MORTGAGE CORPORATION		57 CE 58 CE
2019001667	Vigo	02/14/2019	DEED : WARRANTY DEED	Search MANNING ERIN N Search DILLION, NATHAN DAVIS	DREXEL PLAC	CE 58
2019001668	Vigo	02/14/2019	MORT : MORTGAGE	Search DILLION, NATHAN DAVIS Search FIRST FINANCIAL BANK	DREXEL PLAC <u>Search</u> Lot 1	CE 58

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13/08/2025, 01:39 Court Case Results

Search Results for:

NAME: DILLION NATHAN (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 3 results							
Case Details	Name 🜲	Birth Date	Role 🜲	Туре	Status 🜲	File Date	Disposition Date
84H01-2409-IF-004798	DILLION, NATHAN D	07/26/1994	Defendant	Citation	Closed	09/24/2024	12/02/2024
84H01-2310-IF-003497	DILLION, NATHAN D	07/26/1994	Defendant	Citation	Closed	10/02/2023	02/08/2024
84H01-1806-IF-003755	DILLION, NATHAN D	07/26/1994	Defendant	Citation	Closed	06/11/2018	08/21/2018

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