

INSTRUMENT

COMMENTS:

NO:

2018011070

### LIEN SEARCH PRODUCT COVER SHEET

		ORI	DER INFORMATION						
FILE/ORDER N	UMBER:	LL-IFC-03052	PROD	OUCT NAME:	LIEN SEARCH REPORT				
BORROWER NA	AME(S)	MARK HANEY							
PROPERTY ADDRESS: 3200 15TH STRI			Т						
CITY, STATE A	ND COUNTY:	TERRE HAUTE, I	NDIANA (IN) AND V	IGO					
	SEARCH INFORMATION								
SEARCH DATE	:	09/24/2025	EFFE	CTIVE DATE:	09/23/2025				
NAME(S) SEAR	CHED:	HANEY MARK A	ND HANEY ADRIAN	IA .					
ADDRESS/PAR	CEL	3200 15TH STREE	T, TERRE HAUTE, I	N 47804/ 84-06-10	0-204-012.000-002				
SEARCHED:									
ASSESSMENT INFORMATION									
COMMENTS:									
			ENT OWNER VESTI						
MARK W. HAN	EY, JR. AND AD	ORIANA HANEY, HI	USBAND AND WIFE						
G01 G 571 777 G	I								
COMMENTS:									
	<u> </u>		VESTING DEED						
DEED TYPE:	WARRANTY I	DEED	GRANTOR:	~	BONHAM AND DIANE KAE				
					HUSBAND AND WIFE				
DATED	10/12/2018		GRANTEE:		NEY, JR. AND ADRIANA				
DATE:	-			HANEY, HUSI	BAND AND WIFE				
BOOK/PAGE:	N/A		RECORDED	10/15/2018					
			DATE:						

CURRENT TAXES									
FIRST INSTALLMENT		SECOND INSTALLMENT							
TAX YEAR:	2024 PAY BY 2025	TAX YEAR:	2024 PAY BY 2025						
TAX AMOUNT:	\$346.51	TAX AMOUNT:	\$346.51						
TAX STATUS:	DELINQUENT	TAX STATUS:	DUE						
DUE DATE:	05/12/2025	DUE DATE:	11/10/2025						
DELINQUENT DATE:		DELINQUENT DATE:							
	2024 REAL ESTATE 1ST HALF TAXES ARE DELINQUENT IN THE AMOUNT OF \$363.03 GOOD THROUGH UNTIL 9/30/2025 AND 2ND HALF TAXES ARE DUE BY 11/10/2025.								
	2023 REAL ESTATE TAXES ARE DELINQUENT IN THE TOTAL AMOUNT OF \$34.65 GOOD								

	THROUGH UNT 9/30/2025.	IL						
VOLUNTARY LIENS								
SECURITY INSTRUMENT								
DOC NAME	MORTGAGE	AMOUNT:	\$22,000.00					
DATED DATE:	01/11/2023	RECORDED DATE	01/20/2023					
INSTRUMENT NO:	2023001410	BOOK/PAGE:	N/A					
OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN	YES					
		(YES/NO):						
BORROWER:	MARK W HANEY JR AN	RK W HANEY JR AND ADRIANA HANEY, HUSBAND AND WIFE						
LENDER:	INDIANA STATE UNIVE	STATE UNIVERSITY FEDERAL CREDIT UNION						

### FOR PREAMBLE

CITY/TOWNSHIP/PARISH: CITY OF TERRE HAUTE

TRUSTEE:

COMMENTS:

ADDITIONAL NOTES

LAND CONTRACT RECORDED ON 04/22/2016 AS INSTRUMENT NO. 2016004020.

N/A

CERTIFICATE OF ASSUMED BUSINESS NAME (DBA) RECORDED ON 01/12/2021 AS INSTRUMENT NO. 2021000345.

#### LEGAL DESCRIPTION

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

LOT NUMBER 101 IN ELIZABETH BURGAN'S SUBDIVISION OF THE EAST 1/2 OF 21 ACRES OFF THE EAST SIDE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 9 WEST, AS SHOWN BY THE PLAT RECORDED DECEMBER 16, 1904 IN PLAT RECORD 8, PAGE 26, RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

### Vigo County, IN / City of Terre Haute

#### Summary - Assessor's Office

Parcel ID 84-06-10-204-012.000-002 Tax ID 84-06-10-204-012.000-002

Section Plat 10 Routing Number

Neighborhood118510 - HARRISONProperty Address3200 N 15th StTerre Haute, IN 47804

**Legal Description** BURGANS SUB (3200 N 15TH) D-445/2368 10-12-9 LOT 101

(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** 

Haney Mark W Jr & Adriana Haney H/W

3200 N 15th St

Terre Haute, IN 47804

#### 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

	Soil	Actual		Effect.	Effect.	Prod	Depth	Meas	Base	Adj	Extended	Influ.	
Land Type	ID	Front	Acreage	Front	Depth	Factor	Factor	Sq Ft	Rate	Rate	Value	Factor	Value
FRONT		40.000	0.000	40.000	130.000	0.00	0.99		163.00	161.37	6,450.00		6,450.00
LOT													

Land Detail Value Sum 6,450.00

### Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1 Occupancy

Story Height

1.0

Roofing Material: Asphalt shingles
Attic None

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

Primary Heat Central Warm Air

Extra Fixtures0Total Fixtures5FireplaceNoFeaturesNone

Porches and Decks Open Masonry Porch 208 Open Frame Porch 96

Yd Item/Spc Fture/Outbldg None Last Updated 5/8/2002

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	936	936
Concrete block	В	936	0
	Total	1872	936

### Improvements - Assessor's Office

Card 01

		Stry	Const		Year	Eff		Base		Adj	Size/	Cost	Phys	Obsol	Mrkt	%	
ID	Use	Hgt	Type	Grade	Const	Year	Cond	Rate	Features	Rate	Area	Value	Depr	Depr	Adj	Comp	Value
D	DWELL	1		D+1	1919	1919	AV	0.00		0	936	124870	50	0	121	100	75600

### Transfer History - Assessor's Office

				Deed-Transaction	Transfer		Adjusted Sale
Date	Grantor	Grantee	Document #	Type	Type	Amount	Price
10/15/2018	BONHAM STEVEN LEE & DIANE KAE	HANEY MARK W JR &ADRIANA HANEY H/W	2018011070	Wa	<u>S</u>	\$50,000	\$50,000
4/22/2016	BONHAM LEE & DIANE KAE BONHAM	HANEY MARK W JR & ADRIANA DEMINGUEZ	2016004020	LC	<u>S</u>	\$0	\$0
4/10/2000	DARNELL GERTRUDE I	BONHAM STEVEN L & DIANE K			<u>S</u>	\$42,500	\$42,500
3/23/1987	DARNELL RUSSELL W & GERTRUDE I	DARNELL GERTRUDE I			<u>S</u>	\$0	\$0

### Transfer Recording - Auditor's Office

Date	From	То	Instrument	Doc#	
10/15/2018	BONHAM STEVEN LEE & DIANE KAE	HANFY MARK W IR &ADRIANA HANFY H/W	Warranty Deed	2018011070	

#### 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	\$6,500	\$6,500	\$6,500	\$6.500	\$6,600
(Assessed Value)	Improvements	\$75,600	\$60,100	\$57,100	\$52,000	\$47,400
	Total	\$82,100	\$66,600	\$63,600	\$58,500	\$54,000
VALUATION	Land	\$6,500	\$6,500	\$6,500	\$6,500	\$6,600
(True Tax Value)	Improvements	\$75,600	\$60,100	\$57,100	\$52,000	\$47,400
·	Total	\$82,100	\$66,600	\$63,600	\$58,500	\$54,000

### **Deductions - Auditor's Office**

Туре	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Homestead	Homestead Credit	\$39,960.00	\$38,160.00	\$35,100.00	\$32,400.00	\$31,800.00
Homestead	Supplemental HSC	\$9,990.00	\$10,176.00	\$8,190.00	\$7,560.00	\$7,420.00

### 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	\$346.51	\$330.37	\$304.83	\$281.38	\$276.18
+ Spring Penalty	\$34.65	\$33.04	\$30.48	\$28.14	\$27.62
+ Spring Annual	\$0.00	\$31.02	\$0.00	\$27.62	\$0.00
+ Fall Tax	\$346.51	\$330.37	\$304.83	\$281.38	\$276.18
+ Fall Penalty	\$0.00	\$16.52	\$30.48	\$14.07	\$13.81
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$330.37	\$304.83	\$281.38	\$276.18	\$271.25
+ Delq NTS Pen	\$16.52	\$30.48	\$28.14	\$27.62	\$27.12
+ Delq TS Tax	\$0.00	\$5.35	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$30.48	\$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	\$67.50	\$53.59	\$77.34	\$68.33	\$36.10
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1,074.56	\$1,112.46	\$980.14	\$936.39	\$892.16
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$330.37)	(\$765.57)	(\$609.00)	(\$640.94)	(\$602.17)
= Total Due	\$744.19	\$346.89	\$371.14	\$295.45	\$289.99

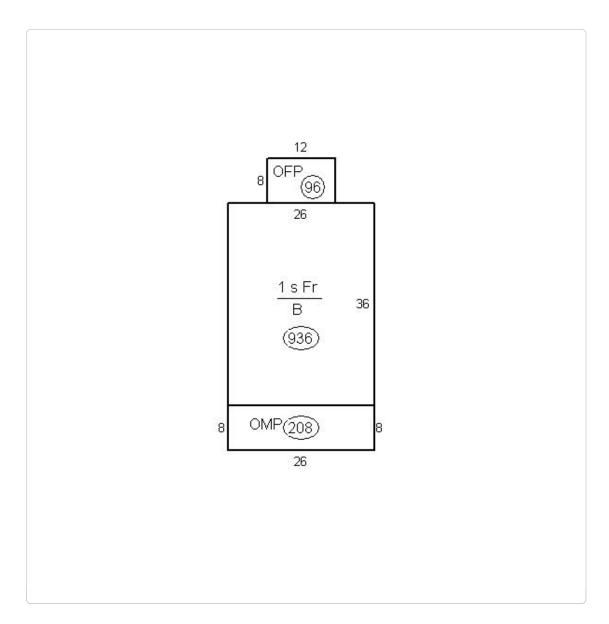
### Payments (2021-2025) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2024 Pay 2025	2508985	11/12/2024	\$330.37
2023 Pay 2024	2469216	8/20/2024	\$64.06
2023 Pay 2024	2460762	5/10/2024	\$701.51
2022 Pay 2023	2361021	6/8/2023	\$300.00
2022 Pay 2023	2304629	4/19/2023	\$309.00
2021 Pay 2022	2258169	8/9/2022	\$38.83
2021 Pay 2022	2257781	7/25/2022	\$181.99
2021 Pay 2022	2257256	7/12/2022	\$88.70
2021 Pay 2022	2256267	6/15/2022	\$331.42
2020 Pay 2021	2153644	8/16/2021	\$303.80
2020 Pay 2021	2093007	4/1/2021	\$298.37

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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<u>Last Data Upload: 9/25/2025, 3:35:26 AM</u>

Contact Us



9/25/2025, 3:43 AM

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## ENTERED FOR TAXATION Subject to final acceptance for Transfer

OCT 15 2018

2018011070 WD \$25.00 10/15/2018 02:15:38P 1 PGS Stacee Joy VIGO County Recorder IN Recorded as Presented

G	iner	WI	nam	ll_ TOR
	VIGO C	OUNTY	<b>AUDI</b>	TOR

### **WARRANTY DEED**

THIS I	NDENTURE V	WITNESSETH	, THAT Steve	en Lee Bonha	m and Dian	e Kae Bonham,,	as
Husband and V	Vife, ofV	igo		State of			
consideration of	of the sum of Or	e Dollar (\$1.00	) and other go	od and valuab	ole consider	ation, the receipt	and
sufficiency of v	which is hereby	acknowledged,	CONVEY and	d WARRAN	Γ unto Mark	W. Haney, Jr. a	nd
	, Husband and				State ofl		, the
following desc	ribed real estate	located in the C	County of Vigo	o, State of Ind	liana, to-wit		
							i
Lot Nu	mber 101 in Eli:	zabeth Burgan's	Subdivision of	of the East 1/2	of 21 acres	off the East side	e of the
North V	West 1/4 of the 1	North East 1/4 o	f Section 10,	Fownship 12	North, Rang	ge 9 West, as sho	wn by the
plat rec	orded Decembe	r 16, 1904 in Pl	at Record 8, P	age 26, record	ds of the Re	corder's Office o	of Vigo
County	, Indiana.						
						••••••••••••••••••••••••••••••••••••••	
Subject	to easements, o	ovenants, restri	ctions, leases	and other mat	ters of reco	d affecting title	
to the s	ubject real estat	e.				••••••••••••••••••••••••••••••••••••••	
Subject	to taxes prorate	ed to the date he	reof.		•		
					•••		
			•••		••• ••••	conditions of th	
						r 2016004020 an	ıd that
Adriana Haney	is one and the	same as Adrian	a Dominguez,	a purchaser ti	nerein.		
						iane Kae Bonhar	n, have
hereunto set th	eir hands and se	als, this 12	day of <u>UC</u>	106-64	, 2018		
0							
#	1 57 L			$\alpha$	1, 7		
/ June a	er Dart	(SEAL)	)	Deane	Tar 1	Someon	(SEAL)
Steven Lee Bo				Diane Kae Bo			
STATE OF	IN:	,V_19	0	COUNTY, SS:			
				••••••••••••••••••••••••••••••••••••••	13	Datab	~
	- '			••		day of Octob	
	appeared Steven tary act and deed.		Diane Kaë Boni	am, and ackno	wledged the	execution of the an	nexed Deed
to be their volun	tary act and deed.						
WITNE	SS my hand and N	Notarial Seal		24 <i>5</i> :			
		OFFICIAL		Mandy	10 Chi	1 10	
My Commission	F P	MANDY L. Notary Public, S	tate of Indiana.	W LOW LOW	f & Chur	<u>un</u>	ı
14/25		- vigo G	Juniy: -	<b>8</b>	)		
My County of re	si en e	My Commiss January		Mandu	L. Chir	νn	
VIGO	<b>VIII</b>	Commission	No. 694899bewri	tten or printed	name of nota	ry	
J							
•			taken reasonab	d <del>o care to</del> redac	ct each Social	Security number i	n this
document, unies	s required by law.	***************************************	12/1	_ /			
•••••			Donald .	. Bonomo			1
						ill & Sullivan, LLP,	
						s based solely on in	
						The drafter assume I makes no represent	
						ptance of the instrum	

GRANTEE ADDRESS: 3200 N 15th St, Teme Haute, IN 47804

MAIL TAX STATEMENTS TO: 3200 N 15th St, Teme Haute, IN 47804

After Recording Return To:

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

2023001410 01/20/2023 10:24:48A Diana Winsted-Smith VIGO County Recorder Recorded as Presented

[Space Above This Line For Recording Data]

### **MORTGAGE**

### DEFINITIONS

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

### **Parties**

(A) "Borrower" is Mark W Haney Jr and Adriana Haney, Husband and Wife

currently residing at 3200 N 15TH STREET, TERRE HAUTE, IN 47804 Borrower is the mortgagor under this Security Instrument. (B) "Lender" is Indiana State University Federal Credit Union. Lender is a Credit Union organized and existing under the laws of the United States of America. Lender's address is 444 N. 3rd Street, Terre Haute, IN 47807. Lender is the mortgager under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

### Documents

, and signed by each Borrower who is (C) "Note" means the promissory note dated 1/11/2023 legally obligated for the debt under that promissory note, that is in either: (i) paper form, using Borrower's written pen and ink signature; or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender Twenty Two Thousand

Dollars (U.S. \$ 22,000.00. ) plus interest. Each Borrower who signed the Note has promised to pay this that in regular monthly payments and to pay the debt in full not later than 2/3/2033

Page 1 of 17

(D) "Riders" means all Riders to this	, ,		
are incorporated into and deemed to b	e a part of this Security Instrumen	t. The following	Riders are to be
signed by Borrower [check box as app	licable]:	:	
Adjustable Rate Rider	□ Condominium Rider	☐ Othe	r(s) [specify]
☐ 1-4 Family Rider	□ Planned Unit Development Rid	ler	
Second Home Rider			
(E) "Security Instrument" means the	is document, which is dated 1/11	/2023	, together with a
Riders to this document.		••••	
			<b></b>

### Additional Definitions

- (F) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (G) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominant association, homeowners association, or similar organization.
- (H) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; of (iv) any action or proceeding described in Section 12(e).
- (I) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, were transfers, and automated clearinghouse transfers.
- (J) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E- SIGN, as applicable.
- (K) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
- (L) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.
- (M) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (N) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
  - (O) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (ii) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



- (P) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, "er" Default on, the Loan.
- (Q) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
- (R) "Periodic Payment" means the regularly scheduled amount due for: (i) principal and interest under the Note; plus (ii) any amounts under Section 3.
- (S) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (T) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
- (U) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (V) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
- (W) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

### TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of VIG

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 'A'.

which currently has the address of 3200 N 15TH STREET

TERRE HAUTE

. Indiana 47804

[Street] ("Property Address");

[City]

[Zip Code]

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

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

THIS SECURITY INSTRUMENT combines uniform covernants for national use with limited variations and non-uniform covenants that reflect specific Indiana state requirements to constitute a uniform security instrument covering real property. •

rument covering real property.

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

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

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

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

- 2. Acceptance and Application of Payments or Proceeds.
- (a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.
  - (b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied



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

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

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

- (c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.
- (d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.
  - 3. Funds for Escrow Items.
- (a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.
- (b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable; the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covernant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item; Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

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

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

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

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

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

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



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

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

### 5. Property Insurance.

- (a) Insurance Requirement; Coverages. Borrower must keep the Improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.
- (b) Failure to Maintain Insurance. If tender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to rematate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.
- (c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.
- (d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

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



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

obligation of Borrower.

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

- (e) Insurance Settlements; Assignment of Proceeds: If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30 day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whicher or not then due.
- 6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.
- 7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

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

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent



gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to everstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended documency of the Property as Borrower's principal residence.

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

- (a) Protection of Lender's Interest. If: (i) Borrower fails to perform the coverants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for entercement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs;(B) property inspection and valuation fees, and(C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities iturned on or off. Although Lender may take action under this Section 9, Lander is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking arry or all actions authorized under this Section
- (b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.
- (c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.
- (d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.
  - 10. Assignment of Rents.
- (a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until: (i) Lender has given Borrower notice of Default pursuant to Section 26; and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.
  - (b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable



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

- (c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.
- (d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.
- (e) No Other Assignment of Rents. Borrower represents, warrants, covernants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.
- (f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender of a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.
- (g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's gations under Section 6.
  This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full. obligations under Section 6.

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11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan; Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and: (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance; or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage has rance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Martgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

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

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note



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

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, of any other terms of the Lioan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 et seq.), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarried at the time of such cancellation or termination.

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

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



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

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

- (d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, of to restoration or repair of the Property, if Borrower: (i) abandons the Property; or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that lowes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.
- (e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).
- 13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.
- 14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

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

15. Loan Charges.

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



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

- (b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs, (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.
- (c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.
- (d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.
- 16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.
- (a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when:

  (i) mailed by first class mail; or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any hotice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- (b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail of other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.
- (c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.
  - (d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address



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

- (e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.
- 17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Indiana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law: (1) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision; and (ii) such conflicting provision, to the extent possible, will be considered imbdified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

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

- 18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.
- 19. Transfer of the Property or a Beneficial Interest in Berrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the Intent of which is the transfer of title by Borrower to a purchaser at a future date.

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

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

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

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



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

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

- 21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to bender's successors and assigns.
- 22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

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

### 24. Hazardous Substances.

- (a) Definitions. As used in this Section 24: (i) Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleiim products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.
- (b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, drifflease of any Hazardous Substances, or threaten to release any Hazardous Substances, on threaten to release any Hazardous Substances, or threaten to release any Hazardous Substances, or threaten to release any Hazardous Substances and Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



- (c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party; that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower will promptly take all necessary remedial actions in accordance with Environmental Law, Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.
- 25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lerider that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

- (a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deray in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.
- (b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.
- 27. Retease. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and is permitted under Applicable Law.
- 28 Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.
- 29. Stated Maturity Date: The stated maturity date is the date by which the debt must be paid in full as set forth in the definition of Note.

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

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	Much Willaman Chr. (Seal
(Seal	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
-Borrowe	「 Mark W Haney Jr.
(Seal	) Annuna Harrill (Seal
-Borrowe	r Adriana Haney O Non-Borrowe
(Space Below This Lin	ne For Acknowledgment)
STATE OF INDIANA, Vigo	County se:
On this 11th day of January 2023 , before	me, the undersigned, a Notary Public in and for said
County, personally appeared Mark W Haney Jr.	
and acknowledged the execution of the foregoing	nstrument.
Witness my hand and official seal.	**************
	Alison Lyn Lewis
( Ulian Ola della)	Notary Public, State of Indiana  Notary Public, State of Indiana  SEAL **  Notary Public, State of Indiana
Alison Lyn Lewis	Commission Number 674373
Notary Public	My Commission Expires 10/18/2023
My Commission expires: 10/18/2023	******************

County of Residence

LOAN ORIGINATOR & NMLSR ID NUMBER INFORMATION

Individual Loan Originator's Name	Nationwide Mortgage Licensing System And
1 1	Registry (NMLSR) Identification (ID) Number
Cynthia Marley Cynthia Marley	2019437
Loan Originator Organization's Name	Nationwide Mortgage Licensing System And
	Registry (NMLSR) Identification (ID) Number
Indiana State University FCU	486345

This instrument was prepared by

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,

Cynthia Marley Printed Name

OTBS 093A IN (7/21)

Page 17 of 17

### Exhibit A

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

Lot Number 101 in Elizabeth Burgan's Subdivision of the East 1/2 of 21 acres off the East side of the North West 1/4 of the North East 1/4 of Section 10, Township 12 North, Range 9 West, as shown by the plat recorded December 16, 1904 in Plat Record 8, Page 26, records of the Recorder's Office of Vigo County, Indiana.

Property: 3200 N 15th St., Terre Haute IN 47804

Loan No: 309035 L30

### Third Party Agreement

By signing below you agree to give us a security interest in the property described below:

### SEE ATTACHED LEGAL

You also agree to all the terms of the Mortgage, including the WATVER section below, except that you will not be personally liable for the payments the mortgage requires. Your interest in the property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, or change the mortgage. You further agree that we may release any party or property without releasing you from this Agreement and the Mortgage. We may take these steps without notice or demand upon you.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give notice that we intend to make, or are making, this Mortgage immediately due.

You hereby acknowledge receipt of a completed copy of this Third Party Agreement and the executed Mortgage.

Adriana Haney

State of Indiana

County of Vigo...

Before me, the undersigned, a Notary Public in and for said County and State, this , 2023 personally appeared Adriana Haney and acknowledged execution of the above and foregoing instrument.

WITNESS my hand and Notarial Seal.

My Commission Expires: 10/18/2023

My County of Residence: Vigo

Alison Lyn Lewis Notary Public, State of Indiana

My Commission Expires 10/18/2023

DULY ENTERED FOR TAXATION Subject to final acceptance for transfer

APR 22 2016

VIGO COUNTY AUDITOR

2016004020 LAND CONT \$21.00 04/22/2016 09:46:59A 6 PGS NANCY S. ALLSUP VIGO County Recorder IN Recorded as Presented

### LAND CONTRACT

WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate, together with all improvements thereon or belonging thereto, located in Vigo County, Indiana ("Real Estate"), being more particularly described as follows:

Lot Number 101 in Elizabeth Burgan's Subdivision of the East 1/2 of 21 acres off the East side of the North West 1/4 of the North East 1/4 of Section 10, Township 12 North, Range 9 West, as shown by the plat recorded December 16, 1904 in Plat Record 8, Page 26, records of the Recorder's Office of Vigo County, Indiana.

commonly known as: 3200 North 15th Street, Terre Haute, Indiana 47804; all upon the following covenants, terms and conditions:

Purchase Price and Manner of Payment.

(a) Purchase Price. The Purchase Price for the Real Estate shall be the sum of Fifty Thousand and no/100 Dollars (\$50,000) ("Purchase Price"), which Purchaser jointly and severally agrees to pay Vendor in accordance with the terms and conditions of this Contract, without relief from valuation and appraisement laws and with reasonable attorneys' fees after default and referral to an automety for collection.

(b) Manner of Payment. The Purchase Price shall be paid in the following manner:

(1) No down payment shall be due from Purchaser to Vendor at the time of the execution of this contract.

(2) The unpaid principal balance of the Purchase Price ("Contract Balance") shall be paid to Vendor by Purchaser, together with interest at the rate six and one-half percent (6 ½ %) per annum ("Per Annum Rate"), as follows:

(i) With interest computed from the date hereof on the monthly unpaid Contract Balance at the Per Annum Rate, in equal monthly installments of Three Hundred Seventy two and 79/100 Dollars (\$372.79) per month, which installment payments commenced on lanuary 15, 2008, and shall continue thereafter on the same day of each successive calendar month for two hundred thirty-nine (239) successive months when the entire remaining principal balance shall become due and payable, together with all accrued interest thereon.

(3) Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

(4) All payments shall be made to Vendor at: 3103 North 14 ½ Street, Terre Haute, Indiana 47804, or to such other place or person as Vendor may direct by written notice to Purchaser.

(5) A late payment charge of five percent (5%) of the amount of the installment shall be added to any installment payments not received by Vendor within five (5) days of the due date.



2. Taxes and Insurance.

(a) Taxes. Purchaser shall be obligated to reimburse Vendor for the payment of the taxes on the Real Estate beginning with the spring installment of the real estate taxes due and payable on or about May 10, 2008, and all installments of taxes payable thereafter. Vendor covenants and agrees to pay, prior to delinquency, all prior real estate taxes on the Real Estate. Purchaser, upon written notice to Vendor and at Purchaser's expense, may contest on Vendor's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. Purchaser must furnish Vendor proof of the payment of such real estate taxes.

(b) Assessments. Purchaser shall be obligated to pay all assessments for municipal and other improvements becoming a lien after the date of execution of this Contract. Vend or covenants and

agrees to pay all such assessments becoming a lien prior to such date.

(c) Insurance. Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the outstanding contract balance ("Required Insurance"). The Required Insurance shall be issued in the names of Purchaser and Vendor as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Vendor. Purchaser shall provide Vendor with such proof of insurance coverages as Vendor from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.

Possession. Vendor shall give Purchaser full and complete possession of the Real Estate.
 on closing of this contract.

- 4. Evidence of Title. Vendor will furnish Purchaser, at Purchaser's expense, a policy of title insurance which will show a merchantable title to the Real Estate in Vendor as of the date of the contract payoff. Any further evidence or assurance of title shall be obtained at the expense of Purchaser.
- 5. Warranties of Vendor. Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:
  - Easements and restrictions of record as disclosed in the title insurance policy;
  - (ii) Current real estate taxes not yet delinquent; and

(iii) Purchaser to take the property in its existing "as is" condition.

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; Vendor has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is of may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. Vendor's Right to Mortgage Real Estate. Vendor shall not have the right, without Purchaser's consent to further encumber the Real Estate with a mortgage. Any such mortgage by its terms shall be subordinated to the rights of Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If Vendor encumbers the Real Estate by a mortgage, or the Real Estate is on the date of this Contract so encumbered, and Vendor defaults thereunder, Purchaser shall have the right to cure such

default and to deduct the cost thereof from the next payment or payments due under this Contract.

Vendor shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

- 7. Transfer of Purchaser's Interest.—Condemnation. Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Vendor shall pay the balance to Purchaser.
- 8. Mechanic's Liens. Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed. Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services of the furnishing of any material that would permit the attaching of a valid mechanic is lien.
- 9. Indemnification and Release. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected by insurance. If Vendor without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by Vendor in connection with any such claim, action or proceeding. Purchaser hereby releases Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate excepting liability of Vendor for Vendor's negligence and notwithstanding whether such acts or prints from a beautye or passive.
- Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Accidents.
- (a) Use. The improvements now or hereafter located on the Real Estate may not be materially changed remodeled, or altered without the prior written consent of Vendor. No additional improvements shall be placed on the Real Estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof. Any improvements added to the premises by Purchaser shall inure to the benefit of Vendor should Purchaser default on this contract and Purchaser shall not be entitled to remove the same nor be compensated therefor.

- (b) Vendor's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, Vendor from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.
- (c) Purchaser's Responsibility for Accidents. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Vendor, insuring the Vendor's liability as well as the Purchaser's.
- Il. Default and Acceleration. It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Vendor, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land Contract, and as may be necessary or appropriate to protect Vendor's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:
- (a) Default by Purchaser for a period of fifteen (15) days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser.
- (b) Default, for a period of fifteen (15) days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;
- (c) Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure of attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.
- (d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors', (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceeding in bankruptcy.
- (e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;
  - (f) Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;
- (g) Actual or threatened alteration, demolition or removal of any improvements which are a
  part of the Real Estate, except as expressly allowed by the terms of this Contract;
- (h) Sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Vendor's prior written consent.

In the event Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Vendor under and by virtue of this Contract, then, it is expressly agreed by Purchaser that, unless Purchaser shall have reduced the principal balance by more than Fifteen Thousand and no/100 Dollars (\$15,000.00), Vendor may at Vendor's option, cancel this Contract and take possession of the Real Estate and remove Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of Vendor's cancellation upon such default by Purchaser, all rights and demands of Purchaser under this Contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Vendor shall have the right to retain all

amounts paid by Purchaser toward the Purchase Price as an agreed payment for Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorneys' fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

All of Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

12. Additional Covenants and Representations of Vendor. Upon payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.

13. General Agreement of Parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.

(I) If to Vendor, at the address at which payments to Vendor are to be made.

(2) If to Purchaser, at: 3200 North 15th Street, Terre Haute, Indiana 47804.

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

14. Recording. This agreement may be recorded by Purchaser, at Purchaser's expense.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this day of January, 2008.

> 275

Steven Lee Bonham

Mark W Haney Ir

Diane Kae Bonham

Adriana Dominguez

VENDOR

PURCHASER

### ACKNOWLEDGMENT

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STATE OF INDIANA	)				
	) SS:				
COUNTY OF VIGO	)				
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Before me, a Notar	y Public in and f	or said Cou	nty and State, p	personally appear	red Steven Lee
Bonham and Diane Kae Bo	onham, husband a	and wife, an	d Mark W. Ha	ney, Jr. and Ad	riana
Dominguez, each a compe	tent adult, who a	cknowledge	d the execution	ot the foregoin	g Land
Contract.					
-		. 10	Februar	y	
Witness my hand a	nd Notary Seal th	iis <u>//</u> d	ay of January,	<b>2</b> 008.	
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My Commission Expires:			mound	r cawaca	
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June 12, 2014			1/122		
0		A resident	of viro	County	, Indiana
This instrument was prepa	red by C. Don N	attkemper,	Attorney at La	wi, 2901Ohio Bo	oulevard, Suite
160, Terre Haute, Indiana	47803				
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# CERTIFICATE OF ASSUMED BUSINESS NAME (DBA)

For individuals, (sole proprietorships), Firms, Partnerships or Limited Liability Companies engaged in business under a name other than their own

NAME OF BUSINESS DESIGNS DESIGNS DOODDOOD
NATURE OF BUSINESS T-Shirts, VINY , e-commercial
ADDRESS OF BUSINESS 3200 N. 15th St. Terre Haute 17804
NAMES & COMPLETE ADDRESSES OF MEMBERS OF THE BUSINESS
Mark W. Haney, Jr RESIDES AT 3200 N 15th St. Terre Haute, IN
Adriana Haney RESIDES AT 3200 N. 15th St. Terre Haute, IN
RESIDES AT THE Some A. 47804
SIGNATURE OF MEMBER OF FIRM Ordinary Harney Mach Daney In
Adrama Haney Mark Haney 51
Print Member's Name
STATE OF INDIANA ss. ss.
COUNTY OF VIGO
Mark Home y Dr. personally appeared before me, a Notary Public,
has personal knowledge of the above facts stated are true and accurate. Subscribed
and sworn to before me, a Notary Public 12-day of 1) anyary 2021.
My Commission Expires 8 13 2028
County of Residence Vico
CINDY BHATTI  CINDY BHATTI  CINDY Bhatti  Cindy Bhatti
SEAL Commission Number NP0728209  My Commission Expires  Notary Public-Signature
August 13, 2028
Notary Public-Printed Name

### **Search Results for:**

NAME: HANEY MARK (Super Search)

### REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 09/24/2025 2:58 PM

Showing 34 results				Filter:	
Document Details	County 🜲	Date ^	Туре	Name	Legal 💠
Book 441, Page 188	Vigo	01/01/1900	DEED : DEED	HANEY, MARK W Search Search HENNEKAM, RICHARD A Search HENNEKAM, SHARON K Search HANEY, SONDRA K	
Book R20, Page 243	Vigo	01/19/1996	MORT : MORTGAGE	HANEY, MARK Search Search HANEY, MARK W Search HANEY, SONDRA K Search INDIANA STATE BANK OF TERRE HAUTE	
9618589	Vigo	12/02/1996	MORT: MORTGAGE	HANEY, MARK W Search  Search HANEY, SONDRA K Search EQUICREDIT CORPORATION OF IN	Search Search 27-12N-9W Search
973089	Vigo	03/10/1997	ASGN : ASSIGN MORTGAGE	HANEY, MARK W Search  Search EQUICREDIT CORP OF INDIANA Search HANEY, SONDRA K Search FIRST BANK NATIONAL ASSOCIATION	Search Search Search
<u>9717067</u>	Vigo	10/31/1997	LIEN : SEWER LIEN	HANEY, MARK K Search  Search CITY OF TERRE HAUTE SEWAGE DEPT Search 20TH & HULMAN WESLEYAN CHURCH Search 3 N LEASING INC see details for more	<u>Search</u>
9811324	Vigo	07/01/1998	LIEN: SEWER LIEN	HANEY, MARK W Search  Search 1ST NATL BANK OF MARSHAL Search ABOLT, KRISTIE Search ABOLT, MIKE see details for more	Search
<u>9821156</u>	Vigo	12/03/1998	LIEN: SEWER LIEN	HANEY, MARK K Search  Search CITY OF TERRE HAUTE SEWAGE DEPT Search 3 N LEASING INC Search ABOLT, KRISTIE see details for more	Search
199611	Vigo	03/30/1999	UCC : FINANCING STATEMENT	HANEY, MARK W SR Search Search HANEY, SONDRA K Search THE MORRIS PLAN COMPANY OF TERRE HA	Search Search
998957	Vigo	05/20/1999	REL : SEWER LIEN RELEASE	HANEY, MARK W Search  Search 1ST NATL BANK OF MARSHALL Search ABOLT, KRISTIE Search ABOLT, MIKE see details for more	Search Search
200010318	Vigo	07/06/2000	REL : SEWER LIEN RELEASE	HANEY, MARK W Search  Search ACME COAL AND LIME INC Search ACME COAL AND LIME INC Search ACTON, CATHERINE L see details for more	

Document Details	\$ County	\$ Date ^	Туре	Name	Legal	-
00013049	Vigo	08/22/2000	LIEN : LIEN	HANEY, MARK W Search  Search CITY OF TERRE HAUTE SEWAGE DEPARTME Search ADAMS, CARL Search ADAMS, DONNA see details for more		
200101728	Vigo	02/08/2001	REL : SEWER LIEN RELEASE	HANEY, MARK W Search  Search AKERS, JACKIE E Search ALBRIGHT, MARCELLA J Search ALTHEIDE, BRENDA S see details for more	Search Search Search Search see details for more	
200109251	Vigo	05/30/2001	LIEN : SEWER LIEN	HANEY, MARK W Search  Search CITY OF TERRE HAUTE SEWAGE DEPT Search HANEY, SONDRA K	Search Lot 4 Block 0 CRUFT FARMS	
200205738	Vigo	03/05/2002	REL : SEWER LIEN RELEASE	HANEY, MARK <u>Search</u> <u>Search</u> HANEY, SONDRA K <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT		
200231466	Vigo	10/31/2002	REL : SEWER LIEN RELEASE	HANEY, MARK K Search Search CITY OF TERRE HAUTE SEWAGE DEPT		
200305022	Vigo	02/26/2003	LIEN: SEWER LIEN	HANEY, MARK <u>Search</u> <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT <u>Search</u> HANEY, SONDRA K		
200309189	Vigo	03/26/2003	LIEN : SEWER LIEN	HANEY, MARK <u>Search</u> <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT <u>Search</u> HANEY, SONDRA K		
2003025242	Vigo	08/26/2003	LIEN: SEWER LIEN	HANEY, MARK <u>Search</u> <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT <u>Search</u> HANEY, SONDRA K		
2003033179	Vigo	10/27/2003	REL : SEWER LIEN RELEASE	HANEY, MARK Search Search HANEY, SONDRA K		
2003033191	Vigo	10/27/2003	REL : SEWER LIEN RELEASE	HANEY, MARK <u>Search</u> <u>Search</u> HANEY, SONDRA K <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT		
2004007312	Vigo	04/20/2004	REL : SEWER LIEN RELEASE	HANEY, MARK Search  Search HANEY, SONDRA K Search CITY OF TERRE HAUTE SEWAGE DEPT		
2004010111	Vigo	04/29/2004	REL : SEWER LIEN RELEASE	HANEY, MARK <u>Search</u> <u>Search</u> HANEY, SONDRA K <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT		
<u>2004014016</u>	Vigo	06/15/2004	LIEN : SEWER LIEN	HANEY, MARK <u>Search</u> <u>Search</u> CITY OF TERRE HAUTE SEWAGE DEPT <u>Search</u> HANEY, SONDRA K		
<u>2004020627</u>	Vigo	09/10/2004	ASGN : ASSIGN MORTGAGE	HANEY, MARK W Search  Search HANEY, SONDRA K Search MORTGAGE ELECTRONIC REGISTRATION SY Search OLD NATIONAL BANK		

Document Details	County 🜲	Date ^	Type 🜲	Name 🔷	Legal
2005004955	Vigo	04/06/2005	REL : SEWER LIEN RELEASE	HANEY, MARK Search  Search HANEY, SONDRA K Search CITY OF TERRE HAUTE SEWAGE DEPT	
2011003790	Vigo	03/15/2011	REL: MORTGAGE RELEASE	HANEY, MARK W Search  Search HANEY, SONDRA K Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	Search Lot 4 Block 46 COMMISSIONERS SUB
2016004020	Vigo	04/22/2016	MISC : LAND CONTRACT	HANEY, MARK W JR Search  Search BONHAM, DIANE KAE Search BONHAM, STEVE LEE	Search Lot 101 BURGANS ELIZABETH SUB
2018011070	Vigo	10/15/2018	DEED : WARRANTY DEED	Search BONHAM, DIANE KAE Search BONHAM, STEVEN LEE Search HANEY, ADRIANA	<u>Search</u> Lot 101 BURGANS ELIZABETH SUB
2021000345	Vigo	01/12/2021	MISC : ASSUMED BUSINESS NAME	HANEY, MARK W JR Search Search BLEND DESIGNS Search HANEY, ADRIANA	
2023001410	Vigo	01/20/2023	MORT : MORTGAGE	HANEY, MARK W JR Search Search HANEY, ADRIANA Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	Search Lot 101 ELIZABETH J BURGANS SUB
2023004419	Vigo	04/12/2023	MORT : MORTGAGE	HANEY, MARK W Search  Search HANEY, SONDRA K Search FIFTH THIRD BANK NATIONAL ASSOCIATION	Search Lot 4 Block 46 COMMISSIONERS SUB
2023009479	Vigo	08/23/2023	MORT : MORTGAGE	HANEY, MARK W Search  Search HANEY, SONDRA K Search FIFTH THIRD BANK	Search Lot 4 Block 46 COMMISSIONERS SUB
2024005518	Vigo	05/28/2024	UCC : A9-FINANCING STATEMENT	HANEY, MARK <u>Search</u> <u>Search</u> HANEY, SONDRA <u>Search</u> AQUA FINANCE INC	Search Lot 4 Block 362 CRUFT FARMS
Book 430, Page 424	Vigo		DEED : DEED	HANEY, MARK W Search Search HANEY, SONDRA K Search VALLEY BANK	

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### **Search Results for:**

NAME: HANEY ADRIANA (Super Search)

REGION: Vigo County, IN DOCUMENTS VALIDATED THROUGH: 09/24/2025 2:58 PM

showing 3 res	ults			Fil	Filter:				
Document Details	<b>\$</b>	County	\$ Date ^	Type \$	Name	<b>\$</b>	Legal		
2018011070		Vigo	10/15/2018	DEED : WARRANTY DEED	HANEY, ADRIANA Search Search BONHAM, DIANE KAE Search BONHAM, STEVEN LEE Search HANEY, MARK W JR		<u>Search</u> Lot 101 BURGANS ELIZABETH SUB		
2021000345		Vigo	01/12/2021	MISC : ASSUMED BUSINESS NAME	HANEY, ADRIANA Search Search BLEND DESIGNS Search HANEY, MARK W JR				
2023001410		Vigo	01/20/2023	MORT : MORTGAGE	HANEY, ADRIANA Search  Search HANEY, MARK W JR  Search INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	Y	Search Lot 101 ELIZABETH J BURGANS SUB		

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25/09/2025, 04:01 Court Case Results

### **Search Results for:**

NAME: HANEY ADRIANA (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 3 results							Filter:		
Case Details	Name	<b>\$</b>	Birth Date	<b>\</b>	Role 💠	Туре 🜲	Status 🜲	File Date	Disposition Date
84D05-1707-SC-005481	Haney, Adriana				Defendant	Civil	Closed	07/25/2017	08/04/2017
84D04-1209-SC-008317	Haney, Adriana				Defendant	Civil	Closed	09/25/2012	12/07/2012
84D05-1206-SC-005047	Haney, Adriana				Defendant	Civil	Closed	06/26/2012	09/12/2012

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25/09/2025, 04:01 Court Case Results

### **Search Results for:**

NAME: HANEY MARK (Super Search)

PARTY ROLE: Case Party REGION: Vigo County, IN

Showing 14 results Filter:							
Case Details	Name	Birth Date	Role 🔷	Туре 🜲	Status 🜲	File Date	Disposition Date
84D05-2405-SC-003672	HANEY, MARK		Defendant	Civil	Closed	05/30/2024	07/01/2024
84D05-0410-SC-009475	Haney, Mark		Defendant	Civil	Closed	10/04/2004	11/04/2004
84E04-0003-SC-002240	Haney, Mark		Defendant	Civil	Closed	03/16/2000	05/05/2000
84E05-9712-SC-005947	Haney, Mark		Defendant	Civil	Closed	12/18/1997	01/29/1999
84D04-0907-SC-006224	Haney Jr, Mark		Defendant	Civil	Closed	07/13/2009	09/03/2009
84D05-1105-SC-003995	Haney, Mark Sr		Defendant	Civil	Closed	05/12/2011	06/30/2011
84D04-0907-SC-006724	Haney Sr, Mark		Defendant	Civil	Closed	07/23/2009	09/15/2009
84D05-1509-SC-006440	Haney, Mark W		Defendant	Civil	Closed	09/17/2015	11/24/2015
84D04-1402-SC-001081	Haney, Mark W		Defendant	Civil	Closed	02/12/2014	03/21/2014
84D04-1312-SC-010696	Haney, Mark W		Defendant	Civil	Closed	12/31/2013	04/22/2014
84D01-0109-CP-007367	Haney, Mark W		Defendant	Civil	Closed	09/24/2001	06/03/2002
84E059112CP04086	Haney, Mark W		Defendant	Civil	Closed	12/02/1991	03/23/1992
84E059010CP03720	Haney, Mark W		Defendant	Civil	Closed	01/15/1991	01/15/1991
84E04-9012-SC-004116	Haney Sr, Mark W		Defendant	Civil	Closed	12/04/1990	03/07/2000

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