

LIEN SEARCH PRODUCT COVER SHEET

IIIC.								
			ORI	DER INFO	RMATION			
FILE/ORDER N	UMBER:	LL-NCU	LL-NCU-02453 PRODUCT NAME: LIEN SEARCH			IEN SEARCH REPORT		
BORROWER NA	AME(S)	SKYLEF	CYLER KEARNEY, JANET KEARNEY					
PROPERTY AD	DRESS:	1001 SW	1ST STR	EET, RICH	HMOND, IN	1 47374		
CITY, STATE A	ND COUNTY:	RICHMO	OND, IND	IANA (IN)	AND WAY	/NE		
			SEA	RCH INFO	ORMATION	1		
SEARCH DATE	:	06/30/20	25		EFFE	CTIVE DATE:	: 00	6/27/2025
NAME(S) SEAR	CHED:	SKYLER	R KEARNI	EY, JANET	Γ KEARNE`	Y		
ADDRESS/PAR	CEL	1001 SW	1ST STR	EET, RICH	HMOND, IN	47374/89-18-	05-34	40-423.000-030
SEARCHED:								
			ASSES	SMENT IN	VFORMATI	ON		
COMMENTS:								
					IER VESTI			
SKYLER A. KE	ARNEY AND JA	NET M. K	EARNEY,	, HUSBAN	ID AND WI	FE		
COMMENTS:				VECTIVO	DEED			
DEED TYPE:	WARRANTY D	DEED		VESTING GRANTO		CLAUDIAN	A EI	LIS, AN ADULT
DEED 1 1 PE:	10/05/2021	LELD		GRANTI				ARNEY AND JANET M.
DATE:	10/03/2021			OKANTI	DD.			BBAND AND WIFE
BOOK/PAGE:	N/A			RECORI	DED		1105	BIN DIN DIN E
20012111021	1,712			DATE:	222	10/06/2021		
INSTRUMENT NO:	STRUMENT 2021009860							
COMMENTS:								
			(TIRRENT	TAYES			
	CURRENT TAXES							
FIRST INSTALL	LMENT				SECON	D INSTALLM	1ENT	
TAX YEAR:			2025 (SF	PRING)	TAX Y			2025 (FALL)
TAX AMOUNT:			\$901.50			MOUNT:		\$901.50
TAX STATUS:		PAID		TAX STATUS:			DUE	
DUE DATE:				DUE DATE:				
DELINQUENT I	DATE:					QUENT DATE	ડે:	
				OLUNTAF				
DOGNATE		14055		URITY IN	STRUMEN		Ф.	4 000 00
DOC NAME			GAGE		AMOUNT			4,800.00
DATED DATE:	NO.	10/05/2			RECORD:			06/2021
INSTRUMENT NO OPEN/CLOSED:		202100			BOOK/PA		N/A YES	
OPEN/CLUSED:		CLOS	ED-END		SUBJECT (YES/NO)		I ES	3
BORROWER:		CKAL	EB V KEV	DNEV AN			НПС	SBAND AND WIFE
LENDER:								S, INC., SOLELY ACTING AS
NOMINEE FOR KTL PERFORMANCE MORTGAGE, LTD								
TRUSTEE:	TRUSTEE: N/A							
COMMENTS:								
	FOR PREAMBLE							
CITY/TOWNSH	CITY/TOWNSHIP/PARISH: CITY OF RICHMOND							
ADDITIONAL NOTES								
LEGAL DESCRIPTION								

LOT NUMBER ELEVEN (11) IN THE ELLEN MANOR ADDITION TO THE CITY OF RICHMOND. ALSO, TWENTY (20) FEET IN EQUAL WIDTH OFF OF THE ENTIRE NORTH SIDE OF LOT NUMBER SEVEN (7) IN THE LINDA KAY SUBDIVISION TO THE CITY OF RICHMOND, INDIANA, ALL OF SAID TWENTY-FOOT STRIP BEING A PART OF TRACT "B" AS ORIGINALLY PLATTED IN THE ELLEN MANOR ADDITION TO THE CITY OF RICHMOND, AND IMMEDIATELY ADJACENT AND TO THE SOUTH OF LOT NUMBER ELEVEN (11) IN SAID ELLEN MANOR ADDITION.

ALSO, A TRACT OF LAND IMMEDIATELY SOUTH OF AND ADJACENT TO THAT CERTAIN REAL ESTATE DESCRIBED IN DEED RECORD 350, PAGE 99 OF THE RECORDS OF RECORDER OF WAYNE COUNTY, INDIANA, WHICH SAID TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE TWENTY (20) FOOT STRIP OF LAND DESCRIBED IN DEED RECORD 350, PAGE 99 OF THE RECORDS OF THE RECORDER OF WAYNE COUNTY, INDIANA, SAID TWENTY (20) FOOT STRIP BEING IN EQUAL WIDTH OFF THE ENTIRE NORTH SIDE OF LOT NUMBER SEVEN (7) IN IN LINDA KAY SUB-DIVISION TO THE CITY OF RICHMOND, INDIANA, THENCE NORTH SEVENTY-FIVE (75) DEGREES, THIRTY (30) MINUTES WEST, A DISTANCE OF 192.51 FEET MORE OR LESS, ALONG THE SOUTH SIDE OF SAID TWENTY (20) FOOT STRIP TO THE SOUTHWEST CORNER OF SAID TWENTY (20) FOOT STRIP THENCE SOUTH SEVENTY-THREE (73) DEGREES, TWENTY SEVEN (27) MINUTES EAST A DISTANCE OF 192.51 FEET MORE OR LESS TO A POINT IN THE EAST LINE OF SAID LOT NUMBER SEVEN (7) IN LINDA KAY SUB-DIVISION TO THE CITY OF RICHMOND, INDIANA; THENCE NORTH TWENTY-SIX (26) DEGREES, FIFTEEN (15) MINUTES EAST, ALONG THE SAID EAST LINE OF LOT SEVEN (7) IN LINDA KAY SUB-DIVISION, A DISTANCE OF 5.25 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

Wayne County, IN

Property Tax Exemption

Apply for Property Tax Exemption

Summary

 Tax ID
 029-15018-00

 State Parcel ID
 89-18-05-340-423.000-030

 Map #
 50-05-340-423.000-29

 Property Address
 1001 SW 1ST ST RICHMOND

 Sec/Twp/Rng
 n/a

 Tax Set
 RICHMOND

 Subdivision
 n/a

Brief Tax Description LOT 11 ELLEN MANOR & 20 FT OFF N SIDE LOT 7 LINDA KAY ADDN & 5.25 FT TRI PCE

(Note: Not to be used on legal documents)

Book/Page DR: 350-99*WD: 8-26-14 2014006107*WD: 10-6-21 2021009860

Acres 0.695
Class 510 RES ONE FAMILY PLATTED LOT-510

INFRAME Street View Plat Map Web Soil Survey

Owners

Deeded Owner KEARNEY, SKYLER A & JANET M 1001 SW 1ST ST RICHMOND, IN 47374

Homestead Verification

Homestead Deduction has been VERIFIED

Land

Land	Soil	Act	Eff.			Adj.	Ext.		
Туре	ID	Front.	Depth	Size	Rate	Rate	Value	Infl. %	Value
FRONT LOT		170	178	170x178	\$302.00	\$353.00	\$60,010.00	(15%)	\$51,010.00

Residential Dwellings

Description Residential Dwelling

Story Height 2
Style
Finished Area 2338
Fireplaces 2
Heat Type Central Warm Air
Air Cond 2338
Bedrooms 4
Living Rooms: 1
Dining Rooms: 0

Living Rooms: 1
Dining Rooms: 0
Family Rooms: 0
Finished Rooms: 11
Full Baths 3
Full Bath Fixtures 9
Half Baths 0
Half Bath Fixtures 0
Kitchen Sinks 1
Water Heaters 1
Add Fixtures 1

Floor	Construction	Base	Finish
1	4/6 Masonry	1809	1809
2	Wood Frame	529	529
Basement		1625	0
Crawl		19/	

Features	Area
Canopy, Shed Type	70
Patio, Concrete	240
Stoop, Masonry	70
Wood Dack	96

Improvements

			Year	Eff				Nbhd	Mrkt
Descr	PC	Grade	Built	Year	Cond	LCM	Size	Factor	Factor
Residential Dwelling	100	C+2	1956	1956	G	1.01	2338	1.19	0

Valuation

Assessment Year	2025	2024	2023	2022	2021
Reason	Annual Adjustment				
As Of Date	4/22/2025	4/17/2024	4/20/2023	4/22/2022	4/16/2021
Land	ф54.000	¢40.500	¢20.000	¢20,000	¢20,000
Land	\$51,000	\$43,500	\$38,000	\$38,000	\$38,000
Land Res (1)	\$51,000	\$43,500	\$38,000	\$38,000	\$38,000
Land Non Res (2)	\$0	\$O	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$160,000	\$136,800	\$120,200	\$121,600	\$109,600
Imp Res (1)	\$160,000	\$136,800	\$120,200	\$121,600	\$109,600
Imp Non Res (2)	\$ 0	\$O	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$211,000	\$180,300	\$158,200	\$159,600	\$147,600
Total Res (1)	\$211,000	\$180,300	\$158,200	\$159,600	\$147,600
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Deductions

Year	Deduction Type	Amount
2024 PAYABLE 2025	Mortgage	0
2024 PAYABLE 2025	Standard Deduction \ Homestead	48,000
2024 PAYABLE 2025	Supplemental	49,613
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	48,000
2023 PAYABLE 2024	Supplemental	44,080

Tax History

Detail:						
Tax Year	Туре	Category	Description	Amount	Balance Due	ACTotal
2024 PAYABLE 2025	Spring Tax	Tax	24/25 Spring Tax	\$901.50	\$0.00	0.00
2024 PAYABLE 2025	Fall Tax	Tax	24/25 Fall Tax	\$901.50	\$901.50	0.00
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$791.00	\$0.00	0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$791.00	\$0.00	0.00

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.

Total:

Tax Year	Amount	Balance Due
2024 PAYABLE 2025	\$1,803.00	\$901.50
2023 PAYABI F 2024	\$1.582.00	\$0.00

Pay Taxes Online

Pay Taxes Online

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2024 PAYABLE 2025	05/08/2025	CORELOGIC INC	\$901.50
2023 PAYABLE 2024	11/08/2024	CORELOGIC	\$791.00
2023 PAYABI F 2024	05/06/2024	CORFLOGIC INC	\$791.00

Total:

Tax Year	Amount
2024 PAYABLE 2025	\$901.50
2023 PAYABI F 2024	\$1 582 00

Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
01/01/1900	GADDIS, RICHARD C & CHERYL M	AUD CERT #5063		301/6334
08/26/2014	ELLIS, CLAUDIA M	GADDIS, RICHARD C & CHERYL M	Straight	Warranty Deed - 2014006107
10/06/2021	KEARNEY SKYLER A & JANET M	FLUS CLAUDIA M	Straight	Warranty Deed - 2021009860

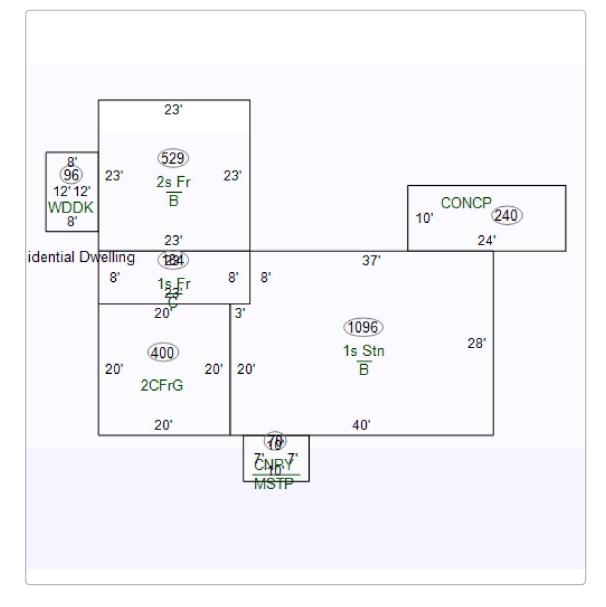
Property Record Cards

View 2025 Property Record Card(PDF)
View 2021 Property Record Card(PDF)
View 2017 Property Record Card(PDF)
View 2013 Property Record Card(PDF)

View 2024 Property Record Card(PDF) View 2020 Property Record Card(PDF) View 2016 Property Record Card(PDF) View 2012 Property Record Card(PDF) View 2023 Property Record Card(PDF) View 2019 Property Record Card(PDF) View 2015 Property Record Card(PDF) View 2011 Property Record Card(PDF)

View 2022 Property Record Card(PDF) View 2018 Property Record Card(PDF) View 2014 Property Record Card(PDF) View 2010 Property Record Card(PDF)

Sketches



 $\textbf{No data available for the following modules:} Assessment \ Appeals \ Process, Commercial \ Buildings, Permits.$

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<u>Last Data Upload: 30/06/2025, 17:38:38</u>

Contact Us



Please Note:

Any taxes not paid on or before the due date May 12 will receive a penalty. Forte is a third-party payment service provided for the convenience of taxpayers by the Wayne County Treasurer.



Wayne County, IN Treasurer

Home

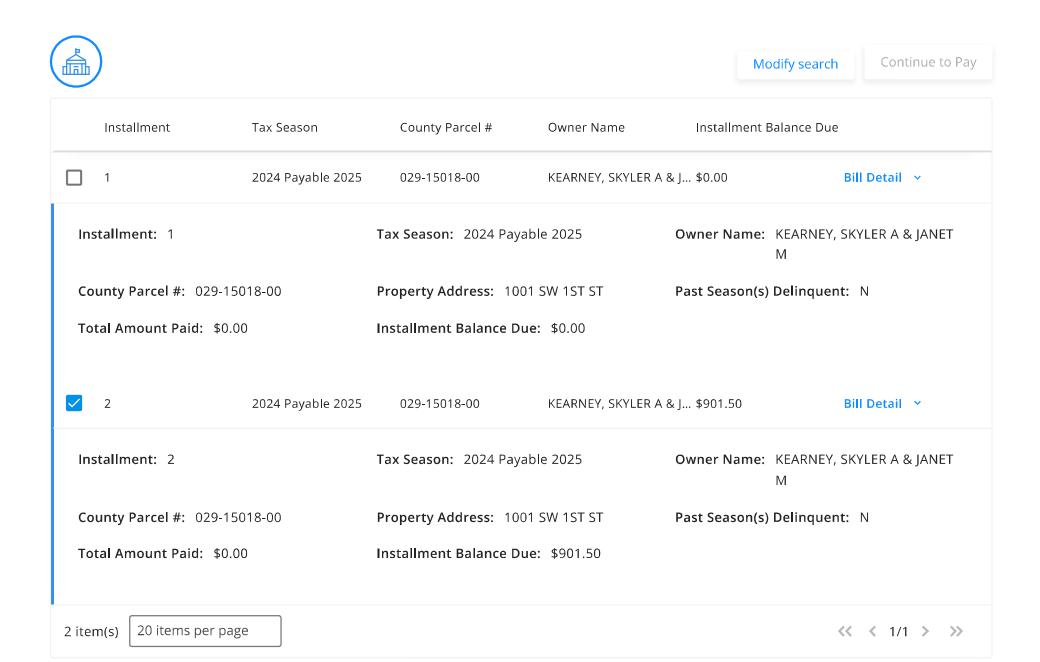
Help

Login



Search Result

Select the bills you want to pay and click continue to pay





Privacy Policy
Security Policy
Contact Us



2021009860 WARR DEED \$25.00 10/6/2021 9:53:46 AM 3 PGS Deborah A. Resh WAYNE County Recorder, IN Recorded as Presented



WARRANTY DEED

THIS INDENTURE WITNESSETH that: Claudia M. Ellis, an adult, of Wayne County, State of Indiana, Convey(s) and Warrant(s) to:

Skyler A. Kearney and Janet M. Kearney, husband and wife, of Wayne County, State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Wayne County, State of Indiana, to wit:

See attached Exhibit A.

Parcel # 029-15018-00//Map # 50-05-340-423:000-29

State ID # 89-18-05-340-423.000-030

Property Address: 1001 SW 1st Street, Richmond, IN 47374

SUBJECT to covenants, conditions, restrictions, easements and building lines as contained in the Plat of Ellen Manor Addition, recorded in Plat Book 8, page 298, in the Office of the Recorder of Wayne County, but omitting any covenants or restrictions, if any, based up on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law.

SUBJECT to covenants, conditions, restrictions, easements and building lines as contained in the Plat of Linda Kay Subdivision, recorded in Plat Book 9, page 56, in the Office of the Recorder of Wayne County, but omitting any covenants or restrictions, if any, based up on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law.

SUBJECT to the full installment of real estate taxes for the year 2020 due and payable in 2021 together with all subsequent taxes which the Grantee(s) herein assume(s) and agree(s) to pay as part of the consideration thereof.

DULY ENTERED FOR TAXATION This 6th day of October, 2021

AUDITOR OF WAYNE COUNTY

Sales Disclosure Approved Wayne County Assessor SUBJECT to any and all other easements, highways, rights-of-way, covenants, conditions, restrictions, assessments and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real estate.

No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding the hereinbefore described real estate.

IN WITNESS WHEREOF, Claudia M. Ellis, an adult, has executed this deed this deed this deed this 2 aday of

Claudia M. Ellis

STATE OF INDIANA COUNTY OF WAYNE

Before me, a Notary Public, in and for said County and State personally appeared Claudia M. Ellis, an adult, who has acknowledged the execution of this instrument. WITNESS, my hand and notarial seal this day of Orthon 2021.

JENNIFER J MINTON
JENNIFER J MINTON
Notary Public State of Indiana
Wayles Chunty
My Commission Experies
My Commission Experies
My Commission Commission Experies
My Commission Commission Commission Commission
My Commission Commis

Printed:\
Resident of

My Commission Expires:

Notary Public

County

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Craig C. Parker

This instrument prepared by Craig C. Parker, Attorney-at-Law 303 South A Street, Richmond, IN 47374

PROPERTY ADDRESS 1001 SW 1st Street, Richmond, IN 47374
GRANTEE ADDRESS:

EXHIBIT A

Lot number eleven (11) in the Ellen Manor Addition to the City of Richmond, "ALSO, twenty (20) feet in equal width off of the entire north side of Lot number seven (7) in the Linda Kay Subdivision to the City of Richmond, Indiana, all of said twenty-foot strip being a part of Tract." B" as originally platted in the Ellen Manor Addition to the City of Richmond, and immediately adjacent and to the south of Lot number eleven (11) in said Ellen Manor Addition.

ALSO, A tract of land immediately south of and adjacent to that certain real estate described in Deed Record 350, page 99 of the records of Recorder of Wayne County, Indiana, which said tract of land is more particularly described as follows: Beginning at the southeast corner of the Twenty (20) foot strip of land described in Deed Record 350, page 99 of the records of the Recorder of Wayne County, Indiana, said twenty (20) foot strip being in equal width off the entire north side of Lot Number Seven (7) in Linda Kay Sub-division to the City of Richmond, Indiana, thence north seventy-five (75) degrees, thirty (30) minutes west, a distance of 192.51 feet more or less, along the south side of said twenty (20) foot strip to the southwest corner of said twenty (20) foot strip; thence south seventy-three (73) degrees, twenty seven (27) minutes east a distance of 192.51 feet more of less to a point in the East line of said Lot Number Seven (7) in Linda Kay Sub-division to the City of Richmond, Indiana; thence north twenty-six (26) degrees, fifteen (15) minutes east, along the said east line of Lot Seven (7) in Linda Kay Sub-division, a distance of 5.25 feet, more or less to the place of beginning.

2021009861 MORTGAGE \$55.60 10/6/2021 9:53:46 AM 16 PGS Deborah A. Resh WAYNE County Recorder, IN Recorded as Presented

After Recording Return To:

KTL PERFORMANCE MORTGAGE, LTD 700 WAYNE STREET GREENVILLE, OH 45331



[Space Above This Line For Recording Data]

Loan Number 9749241023 MERS Number 101270802107260141

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated OCTOBER 05, 2021, together with all Riders to this document.
- (B) "Borrower" is SKYLER A KEARNEY AND JANET M KEARNEY, HUSBAND AND WIFE;, whose mailing address is 1001 SW 1ST ST, RICHMOND, INDIANA 47374-5314. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender Successions and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, 1901 E. Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.
- (D) "Lender" is KTI PERFORMANCE MORIGAGE, LTD. Lender is a LLC organized and existing under the laws of OHIO. Lender's address is 700 WAYNE STREET, GREENVILLE, OH 45331.
- (E) "Note" means the promissory note signed by Borrower and dated OCTOBER 05, 2021. The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED AND 00/100THS Dollars (U.S. \$174,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2051.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

INDIANA--Single Figuily--Famile Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3015 1/01 (page 1 of 14 pages)







under the Note, and all sums due u	ider this Security Instrument, plus it	nterest. are executed by Borrower. The following

Riders are to be executed by Borro	wer [check box as applicable]:	
☐ Adjustable Rate Rider ☐ Cond	lominium Rider	e Rider
FI D. II Did	D Discount D	
☐ Balloon Rider	☐ Planned Unit Development Ric	der 🗆 Biweekiy Payment Kider
□ 1-4 Family Rider	□ V.A. Rider	☐ Manufactured House Rider
,		'
T Leasahald Bidan	☐ Revocable Trust Rider	
☐ Leasehold Rider	Li Revocable Trust Rider	

"Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due

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

TRANSFER OF RIGHTS IN THE PROPERTY

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



-# •

following described property locate	ed in the _	County	[Type of Record	ling Jurisdic	ction] of	WA	1.00
[Name of Recording Jurisdiction]:							
LEGAL DESCRIPTION ATTAC	CHED HE	RETO AND M	IADE PART H	EREOF	**.		
Parcel ID Number: 029-15018-00							
which currently has the address of	1001 SW	1ST ST		₩			
			[Stree	:t] "'			
RICHMOND	, Indiana	47374-53	14 ("Proper	ty Address"):		
[City]		[Zip Cod	e]		· •		

TOGETHER WITH all the improvements now or hereafter erective on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal time to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all af those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

not limited to, releasing and canceling this Security Instrument.

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

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

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

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

Payments are decisied received by Lender when received at the location designated in the Note or at such other location as many be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment of payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights bereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time. Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. Note offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



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

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

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

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

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

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



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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for Which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Linder may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and cortification, certification and tracking services; or (b) a one-time charge for flood zone determination and cortification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any flood zone determination resulting from an objection by Borrower.

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

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



Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disharse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security insurance, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

Borrower's Loan Application. Borrower shall be in default if, during the Loan application process,
Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent
game materially false, prisleading, or inaccurate information or statements to Lender (or failed to provide Lender
with material information) in connection with the Loan. Material representations include, but are not limited to,
representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



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

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

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

rger in writing.

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

provided in the Note.

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

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



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

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

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

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

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

e paid to Borrower."

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party

(as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds cither to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or sot then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the



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

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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender in Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remady including, without limitation, bender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remady.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suchs 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). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only



report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it is by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required united Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

- 19. Borrower's Right to Reinstate After Acceleration. It Borrower meets certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or supperhents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not timited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, small continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon remstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as Section 18 20, Sale if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under
 - 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A



sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Pagnicuts due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

Borrower shall not cause or permittine presence, use, dispusal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) fluit is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely influeds the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumant products).

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date



specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, that only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
 - 24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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

Witnesses:				
Witness -				
Witness- Shift A Viewry Borrower - SKYLER A KEARNEY	- #			(Seal)
Borrower - SKYLER A KEARNEY				
Just M Keeus				(Seal)
Borrower - JANET M KEARNEY				
			!	
				

	State of INDIANA County of WAYNE Enter County Here))			
	Before me, a Notary Public in and for said M Kearney who acknowledged the execution			appeared Skyler	A Kearney and Janet
	Witness my hand and Notarial Seal this _ <	5m	day of	tobai 📲	الأهاك
and the same of th	[SEAL] JENNIFER J MINTON JENNIFER J MINTON Notary Public, State of Indiana Wayne County Wayne County Wayne NP0645745 Commission Number NP0645745		Signature of Notary Printed Name of No	J	Mint
-	SEAL: Commission Number NP00- My Commission Expires My Commission 2029		Printed Notary Publ	ic's County of Res	idesce
			My Commission Ex	pires	<u>"</u>
	[] This remote notarial act was performed	using au	iewisual communicat	ion technology.	
	Location of principal at the time of the nota	rial äät: _	i City, Cou	sty, and State)	
	Location of notary at the time of the notaria	inet:		County in Indiana)	
	""""""""""""""""""""""""""""""""""""				
:		•			

Loan Originator Organization: KTL PERFORMANCE MORTGAGE, LTD

NMLS ID: 114045

Loan Originator: KRISTINA HEATH

NMLS ID: 130296

The mailing address to which statements should be mailed under IC 6-1.1-22-8. Lis SKYLER & KEARNEY, 1001 SW 1ST ST, RICHMOND, INDIANA 47374-5314. The mailing address of the grantee is KTL PERFORMANCE MORTGAGE, LTD, 700 WAYNE STREET, GREENVILLE, OH, 45331.

Affirmation

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

Statemen

This instrument was prepared by:
ANNE SKWARCZYK
KTL PERFORMANCE MORTGAGE, LTD.
700 WAYNE STREET
GREENVILLE, OH 45331

....

LOAN NO.: 9749241023 Loan Name: SKYLER A KEARNEY AND JANET M KEARNEY, HUSBAND AND WIFE; Property Address: 1001 SW 1ST ST, RICHMOND, INDIANA 47374-5314

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

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Exhibit A

Lot number eleven (11) in the Ellen Manor Addition to the City of Richmond.

ALSO, twenty (20) feet in equal width off of the entire north side of Lot number seven (7) in the Linda Kay Subdivision to the City of Richmond, Indiana, all of said twenty-foot strip being a part of Tract "B" as originally platted in the Ellen Manor Addition to the City of Richmond, and immediately adjacent and to the south of Lot number eleven (11) in said Ellen Manor Addition.

ALSO, A tract of land immediately south of and adjacent to that certain real estate described in Deed Record 350, page 99 of the records of Recorder of Wayne County, Indiana, which said tract of land is more particularly described as follows: Beginning at the southeast corner of the Twenty (20) foot strip of land described in Deed Record 350, page 99 of the records of the Recorder of Wayne County, Indiana, said twenty (20) foot strip being in equal width off the entire north side of Lot Number Seven (7) in Linda Kay Sub-division to the City of Richmond, Indiana; thence north seventy-five (75) degrees, thirty (30) minutes west, a distance of 192.51 feet more or less, along the south side of said twenty (20) foot strip to the southwest corner of said twenty (20) foot strip; thence south seventy-three (73) degrees, twenty seven (27) minutes east a distance of 192.51 feet more or less to a point in the East line of said Lot Number Seven (7) in Linda Kay Sub-division to the City of Richmond, Indiana; thence north twentysix (26) degrees, fifteen (15) minutes east, along the said east line of Lot Seven (7) in Linda Kay Sub-division, a distance of 5.25 feet, more or less, to the place of beginning.

NAME: KEARNEY, JANET (Super Search)

REGION: Wayne County, IN DOCUMENTS VALIDATED THROUGH: 06/27/2025 3:48 PM

Showing 6 resu	ults						Filter:			
Document Details	\$	County	\$	Date	\$	Туре	Name	\$	Legal	\$
2018003182		Wayne		04/26/20)18	DEED : DEED- WARRANTY	KEARNEY, JANE <u>Search</u> KEARNEY, <u>Search</u> KEARNEY,	JORDAN M	Search 1- Search 12 NE	
2018003183		Wayne		04/26/20)18	MORT: MORTGAGE	Search KEARNEY, Search CALIBER HOANS INC Search MORTGAGELECTRONIC REG	SKYLER A HOME	Search 12 NE Search 1-	
2021006724		Wayne		07/02/20)21	DEED : DEED- WARRANTY	KEARNEY, JANE <u>Search</u> KEARNEY, <u>Search</u> ABELL, BR	SKYLER A	Search 12 NE Search 1-	
2021006767		Wayne		07/06/20)21	REL: MORTGAGE RELEASE	Search CALIBER H LOANS INC Search MORTGAG ELECTRONIC REG SYSTEMS INC Search KEARNEY,	HOME SE SISTRATION		
2021009860		Wayne		10/06/20)21	DEED : DEED- WARRANTY	KEARNEY, JANET M Search Search ELLIS, CLAUDIA M Search KEARNEY, SKYLER A		Search Lo ELLEN MA ADDN Search Lo LINDA KA DIV	NOR ot 7
2021009861		Wayne		10/06/20)21	MORT: MORTGAGE	Search KEARNEY, SKYLER A Search KTL PERFORMANCE MORTGAGE LTD Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		Search Lo ELLEN MA ADDN Search Lo LINDA KA DIV	NOR ot 7

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NAME: KEARNEY, SKYLER (Super Search)

REGION: Wayne County, IN DOCUMENTS VALIDATED THROUGH: 06/27/2025 3:48 PM

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Document Details	County \$	Date 🔷	Туре	Name	Legal 🜲		
2018003182	Wayne 04/26/2018 DEED: DEED- KEARNEY, SKY Search Search KEARNES Search KEARNES				<u>Search</u> 1-13-2 SE <u>Search</u> 12-13-2 NE		
2018003183	Wayne	04/26/2018	MORT : MORTGAGE	KEARNEY, SKYLER A Search Search KEARNEY, JANET M Search CALIBER HOME LOANS INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	<u>Search</u> 12-13-2 NE <u>Search</u> 1-13-2 SE		
2021006724	Wayne	WARRANTY <u>Search</u> <u>Search</u> KEARNEY,		KEARNEY, SKYLER A Search Search KEARNEY, JANET M Search ABELL, BRITTNEY	<u>Search</u> 12-13-2 NE <u>Search</u> 1-13-2 SE		
2021006767	Wayne	07/06/2021	REL: MORTGAGE RELEASE	KEARNEY, SKYLER A Search Search CALIBER HOME LOANS INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC Search KEARNEY, JANET M			
2021009860	Wayne	10/06/2021	DEED : DEED- WARRANTY	KEARNEY, SKYLER A Search Search ELLIS, CLAUDIA M Search KEARNEY, JANET M	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV		
<u>2021009861</u>	Wayne	10/06/2021	MORT : MORTGAGE	KEARNEY, SKYLER A Search Search KEARNEY, JANET M Search KTL PERFORMANCE MORTGAGE LTD Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV		

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LOT: 11 SUBDIVISION: ELLEN MANOR ADDN REGION: Wayne County, IN DOCUMENTS VALIDATED THROUGH: 06/27/2025 3:48 PM

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Document • Details	County 🜲	Date 🔷	Туре	Name	\$	Legal	4
<u>Book 271, Page 89</u>	Wayne	01/12/1956	DEED : DEED- WARRANTY	Search HARBIN, A Search HARBIN, H Search LOWES, CH RAYMOND Search LOWES, MA	ELEN KAY HARLES	Search Lot 11 ELLEN MANOR ADDN	
Book 328, Page 446	Wayne	06/21/1966	DEED : DEED- WARRANTY	Search LOWES, CH RAYMOND Search LOWES, MA Search LEIBROCK, J Search LEIBROCK, L	ARY NELL EDWARD	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV	3
Book 343, Page 467	Wayne	01/29/1969	DEED : DEED- WARRANTY	Search LEIBROCK, J Search LEIBROCK, L Search LEIBROCK, Search LEIBROCK,	LUCILLE JOHN E	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV	3
Book 350, Page 99	Wayne	05/25/1970	DEED : DEED- WARRANTY	Search LEIBROCK, Search LEIBROCK, Search GADDIS, C Search GADDIS, R	LEONA HERYL M	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV	3
<u>1994005658</u>	Wayne	05/06/1994	MORT: MORTGAGE	Search GADDIS, C Search GADDIS, R Search WAYNE BAI TRUST CO	ICHARD C	Search Lot 7 LINDA KAY SUB DIV Search Lot 11 ELLEN MANOR ADDN	3
<u>1995012166</u>	Wayne 11/29/199		MORT : MORTGAGE	Search GADDIS, CHERYL M Search GADDIS, RICHARD C Search FIRST BANK RICHMOND,		Search Lot 12 RUBY AMBROSE OUTLOTS Search Lot 13 RUBY AMBROSE OUTLOTS Search Lot 11 RUBY AMBROSE OUTLOTS Search Lot 14 RUBY AMBROSE OUTLOTS Search Lot 14 RUBY AMBROSE OUTLOTS see details for more	=
<u>1996000098</u>	Wayne	01/05/1996	MORT : MORTGAGE	Search GADDIS, C Search GADDIS, R Search FIRST BAN RICHMOND	ICHARD C	Search Lot 7 LINDA KAY SUB DIV Search Lot 11 ELLEN MANOR ADDN	3

Document Details	County	Date \$	Туре	Name	Legal 🜲
1998001825	Wayne	02/10/1998	MORT: MORTGAGE	Search GADDIS, CHERYL M Search GADDIS, RICHARD C Search FIRST BANK RICHMOND	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV Search Lot 11 RUBY AMBROSE OUTLOTS Search Lot 12 RUBY AMBROSE OUTLOTS See details for more
2003016334	Wayne	09/30/2003	MORT: MORTGAGE	Search GADDIS, CHERYL M Search GADDIS, RICHARD C Search OLD NATIONAL BANK	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 ELLEN MANOR ADDN
2013008488	Wayne	09/24/2013	MORT: MORTGAGE	Search GADDIS, CHERYL M Search GADDIS, RICHARD C Search WAYNE BANK & TRUST CO	Search Lot 7 LINDA KAY SUB DIV Search Lot 11 ELLEN MANOR ADDN
2014006107	Wayne	08/26/2014	DEED : DEED- WARRANTY	Search GADDIS, CHERYL M Search GADDIS, RICHARD C Search ELLIS, CLAUDIA M	Search Lot 7 LINDA KAY SUB DIV Search Lot 11 ELLEN MANOR ADDN
2014006108	Wayne	08/26/2014	MORT: MORTGAGE	Search ELLIS, CLAUDIA M Search JPMORGAN CHASE BANK NA	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV
2016010264	Wayne	12/20/2016	MORT: MORTGAGE	Search ELLIS, CLAUDIA M Search CARRINGTON MORTGAGE SERVICES LLC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV
2019009306	Wayne	12/02/2019	MORT: MORTGAGE	Search ELLIS, CLAUDIA M Search WEST END BANK SB	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV
2021009860	Wayne	10/06/2021	DEED: DEED- WARRANTY	Search ELLIS, CLAUDIA M Search KEARNEY, JANET M Search KEARNEY, SKYLER A	Search Lot 11 ELLEN MANOR ADDN Search Lot 7 LINDA KAY SUB DIV



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NAME: KEARNEY, JANET (Super Search)

PARTY ROLE: Case Party REGION: Wayne County, IN



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30/06/2025, 21:08 Court Case Results

Search Results for:

NAME: KEARNEY, SKYLER (Super Search)

PARTY ROLE: Case Party REGION: Wayne County, IN

Showing 3 results							
Case Details 🜲	Name 🜲	Birth Date	Role 🜲	Туре 🜲	Status 🜲	File Date	Disposition Date
89D03-1901-IF-000047	KEARNEY, SKYLER A	03/28/1994	Defendant	Citation	Closed	01/07/2019	02/05/2019
89D03-1206-IF-002449	Kearney, Skyler A	03/28/1994	Defendant	Citation	Closed	06/01/2012	07/01/2012
89D03-1106-IF-002226	Kearney, Skyler A	03/28/1994	Defendant	Citation	Closed	06/06/2011	06/24/2011

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