



**LIEN SEARCH  
PRODUCT COVER SHEET**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-NCU-02973	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	MARK FRECH AND AMY FRECH		
PROPERTY ADDRESS:	212 ANDERSON ST		
CITY, STATE AND COUNTY:	NEW MADISON, OHIO (OH) AND DARKE		

**SEARCH INFORMATION**

SEARCH DATE:	09/12/2025	EFFECTIVE DATE:	09/11/2025
NAME(S) SEARCHED:	FRECH MARK AND FRECH AMY		
ADDRESS/PARCEL SEARCHED:	212 ANDERSON ST, NEW MADISON, OHIO 45346/D19-4-210-18-04-02-10300		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

MARK A. FRECH, JR., UNMARRIED
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	OHIO WARRANTY DEED	GRANTOR:	RONALD C. REXRODE, MARRIED; LEAH J. DINKINS, MARRIED; AND BEATRICE A. WITHROW, UNMARRIED, BY AND THROUGH HER LAWFUL AND AUTHORIZED CO-ATTORNEYS-IN-FACT, RONALD C. REXRODE AND SHELLY BURNS
DATED DATE:	10/29/2003	GRANTEE:	MARK A. FRECH, JR., UNMARRIED
BOOK/PAGE:	337/1983	RECORDED DATE:	11/10/2003
INSTRUMENT NO:	2003000113739		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 PAYABLE 2025	TAX YEAR:	2024 PAYABLE 2025
TAX AMOUNT:	\$867.73	TAX AMOUNT:	\$867.73
TAX STATUS:	PAID	TAX STATUS:	PAID
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$79,587.13
DATED DATE:	12/31/2015	RECORDED DATE	01/06/2016
INSTRUMENT NO:	2016000000106	BOOK/PAGE:	493/2000
OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MARK A. FRECH, JR., UNMARRIED		
LENDER:	WELLS FARGO BANK, N.A.		
TRUSTEE:	N/A		
COMMENTS:			

**FOR PREAMBLE**

CITY/TOWNSHIP/PARISH:	CITY OF NEW MADISON
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**ADDITIONAL NOTES**

LEGAL DESCRIPTION
<p>THE FOLLOWING DESCRIBED REAL ESTATE:</p> <p>SITUATE IN THE VILLAGE OF NEW MADISON, COUNTY OF DARKE AND STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS:</p> <p>BEING LOT NUMBER 3 IN THE OLER SUBDIVISION TO THE VILLAGE OF NEW MADISON, OHIO, AS THE SAME IS KNOWN AND DESCRIBED ON PLAT RECORDS, VOLUME 7, PAGE 166, DARKE COUNTY, OHIO.</p> <p>SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD PARTICULARLY THOSE CONTAINED IN VOLUME 7, PAGE 166, OF THE PLAT RECORDS OF DARKE COUNTY, OHIO.</p>

D19-4-210-18-04-02-10300

9/12/2025



Darke County, Ohio  
Carol Ginn, Auditor  
Scott J. Zumbrink,  
Treasurer  
darkecountyrealestate.org

Parcel  
D19-4-210-18-04-02-10300

510 - SINGLE FAMILY DWLG OW...

Owner  
FRECH MARK A JR

SOLD: 11/10/2003 \$88,000.00

Address  
212 ANDERSON ST

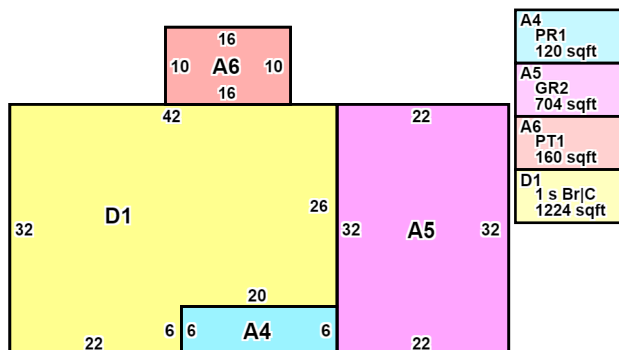
BUTLER TWP

Appraised  
\$127,380.00

ACRES: 0.5678

Sketches

Sketch 1



Location

Parcel	D19-4-210-18-04-02-10300
Owner	FRECH MARK A JR
Address	212 ANDERSON ST
Municipality	NEW MADISON CORP
Township	BUTLER TWP
School District	TRI-VILLAGE LSD

Deeded Owner Address

Mailing Name	FRECH MARK A JR
Mailing Address	212 ANDERSON ST
City, State, Zip	NEW MADISON OH 45346

Tax Payer Address

Mailing Name	FRECH MARK A JR
Mailing Address	212 ANDERSON ST
City, State, Zip	NEW MADISON OH 45346

Valuation

Appraised (100%)				Assessed (35%)		
Year	Land	Improvements	Total	Land	Improvements	Total
2023	\$20,500.00	\$106,880.00	\$127,380.00	\$7,180.00	\$37,410.00	\$44,590.00
2020	\$17,360.00	\$74,890.00	\$92,250.00	\$6,080.00	\$26,210.00	\$32,290.00
2017	\$17,360.00	\$62,410.00	\$79,770.00	\$6,080.00	\$21,840.00	\$27,920.00
2014	\$17,420.00	\$59,210.00	\$76,630.00	\$6,100.00	\$20,720.00	\$26,820.00
2011	\$17,420.00	\$59,210.00	\$76,630.00	\$6,100.00	\$20,720.00	\$26,820.00
2005	\$17,400.00	\$69,200.00	\$86,600.00	\$6,090.00	\$24,220.00	\$30,310.00

Historic Appraised (100%) Values



#### Current Abatements And/Or Exemptions

No Abatement or Exemption Record Found.

#### Legal

Legal Acres	0.5678	Homestead Reduction	N
Legal Description	OLER SUB DIV WHOLE LOT 3	Owner Occupied	Y
Land Use	510 – Single family Dwlg ow...	Foreclosure	N
Neighborhood	02400	Board of Revision	N
Card Count	1	New Construction	N
Tax Lien	N	Lender ID	0
Annual Tax	\$1,713.82	Divided Property	N

Routing Number

#### Notes

No Note Records Found.

#### Residential

## Dwelling 1

Number Of Stories	1.0	Exterior Wall	BRICK
Style	Ranch	Heating	Heat
Year Built	1972	Cooling	Central/Heat Pump/Geo Thermal
Year Remodeled	0	Basement	Crawl
Number of Rooms	5	Attic	None
Number of Bedrooms	3	Finished Living Area	1,224 sqft
Number of Full Baths	1	First Floor Area	1,224 sqft
Number of Half Baths	1	Upper Floor Area	0 sqft
Number of Family Rooms	0	Half Floor Area	0 sqft
Number of Dining Rooms	0	Attic Area	0 sqft
Number of Basement Garages	0	Total Basement Area	0 sqft
Grade	C 00	Finished Basement Area	0 sqft
Grade Adjustment	1.00		
Condition	G G	Other Fixtures	0
Fireplace Openings	0	Fireplace Stacks	0

## Additions

Code	Description	Card	Base Area	Year Built	Appraised Value (100%)
GR2	Garage Brick / Masonry	1	704	0	\$24,180.00
PR1	Porch Frame - Open	1	120	0	\$5,040.00
PT1	Patio Concrete	1	160	0	\$1,010.00
<b>Totals</b>					<b>\$30,230.00</b>

## Agricultural

No Agricultural Records Found.

## Commercial

No Commercial Building Records Found.

## Sales

Date	Buyer	Seller	Conveyance		Deed	Book/Page	Valid	Parcels	
			Number	Deed Type				In Sale	Amount
11/10/2003	FRECH MARK A JR	REXRODE RONALD C & DINKIN	1076	Unknown	337 1983	/	YES	1	\$88,000.00
12/4/1998	REXRODE RONALD C & DINKIN	WITHROW HAROLD A & BEATRI	918	Unknown	133 475	/	UNKNOWN	0	\$0.00
10/21/1996	WITHROW HAROLD A & BEATRI	WITHROW HAROLD A & BEATRI	826	Unknown	653 224	/	UNKNOWN	0	\$0.00
10/21/1996	WITHROW HAROLD A & BEATRI	WITHROW HAROLD A	825	Unknown	653 223	/	UNKNOWN	0	\$0.00
10/5/1992	WITHROW HAROLD A		1021	Unknown	613 347	/	UNKNOWN	0	\$58,000.00
11/11/1900		Unknown	0	Unknown	392 284	/	UNKNOWN	0	\$0.00

Land

Land Type	Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adj. Rate	Market Value
L1 - Front Lot Entry	0.5678	83	83	298	126%	\$200.00	\$196.00	\$246.96	\$20,500.00
<b>Totals</b>	0.5678								\$20,500.00

Improvements

No Improvement Records Found.

Tax

2024 Payable 2025

	Delinquency	First Half	Second Half	Year Total
CHARGE	\$0.00	\$1,309.16	\$1,309.16	\$2,618.32
ADJUSTMENT		\$0.00	\$0.00	\$0.00
REDUCTION		-\$347.16	-\$347.16	-\$694.32
NON-BUSINESS CREDIT		-\$84.07	-\$84.07	-\$168.14
OWNER OCCUPANCY CREDIT		-\$21.02	-\$21.02	-\$42.04
HOMESTEAD		\$0.00	\$0.00	\$0.00
SALES CREDIT		\$0.00	\$0.00	\$0.00
NET TAX	\$0.00	\$856.91	\$856.91	\$1,713.82
CAUV RECOUPMENT	\$0.00	\$0.00	\$0.00	\$0.00

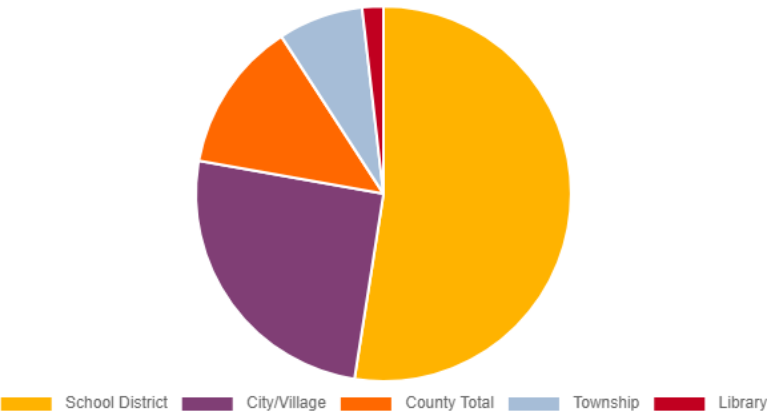
SPECIAL ASSESSMENTS	\$0.00	\$10.82	\$10.82	\$21.64
PENALTY / INTEREST	\$0.00	\$0.00	\$0.00	\$0.00
NET OWED	\$0.00	\$867.73	\$867.73	\$1,735.46
NET PAID	\$0.00	-\$867.73	-\$867.73	-\$1,735.46
NET DUE	\$0.00	\$0.00	\$0.00	\$0.00
TAX RATE: 58.720000			ESCROW	\$0.00
EFFECTIVE TAX RATE: 43.148917			SURPLUS	\$0.00

Tax Payments

Payment Date	Cycle	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
7/18/2025	2-24	\$0.00	\$0.00	\$867.73	\$0.00	0722MMM2-07222025-95-1
2/19/2025	1-24	\$0.00	\$867.73	\$0.00	\$0.00	0219MMM9-02192025-17-1
7/17/2024	2-23	\$0.00	\$0.00	\$870.36	\$0.00	0717EMS7-07172024-85-1
2/27/2024	1-23	\$0.00	\$870.36	\$0.00	\$0.00	0228MMM5-02282024-88-1
7/13/2023	2-22	\$0.00	\$0.00	\$782.59	\$0.00	0713EMS4-07132023-99-1
2/22/2023	1-22	\$0.00	\$782.59	\$0.00	\$0.00	0222MMM13-02222023-100-1
7/11/2022	2-21	\$0.00	\$0.00	\$792.09	\$0.00	0711EMS8-07112022-60-1
2/23/2022	1-21	\$0.00	\$792.09	\$0.00	\$0.00	0223MMM1-02232022-129-1

Tax Distributions

2023



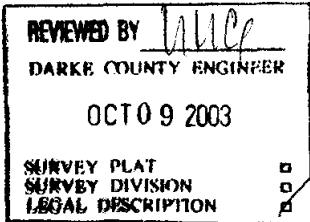
Levy Name	Amount	Percentage
School District	\$902.34	52.48%
Township	\$126.06	7.33%
City/Village	\$436.00	25.36%
Totals	\$1,719.48	100%

Levy Name	Amount	Percentage
County Total	\$223.64	13.01%
Library	\$31.44	1.83%
Totals	\$1,719.48	100%

Special Assessments

Project Name	Past		Due		Year Balance				Total
	Delinquency	Adjustment	First Half	Adjustment	Second Half	Adjustment	First Half	Second Half	
11-875 76-04 WHITEWTR FORK	\$0.00	\$0.00	\$10.82	-\$10.82	\$10.82	-\$10.82	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$10.82	-\$10.82	\$10.82	-\$10.82	\$0.00	\$0.00	\$0.00





VOL 337 PAGE 1983

200300013739  
Filed for Record in  
DARKE COUNTY, OHIO  
JUDY L. SONNER  
11-10-2003 At 01:10 pm.  
DEED 28.00  
GR Book 337 Page 1983 - 1984

When recorded return to:  
Virtual Title Agency, Inc.  
801 West Cherry Street  
Sunbury, Ohio 43074

## OHIO WARRANTY DEED

### KNOW ALL MEN BY THESE PRESENTS:

that **RONALD C. REXRODE**, married; **LEAH J. DINKINS**, married; and **BEATRICE A. WITHROW**, unmarried, by and through her lawful and authorized Co-Attorneys-in-fact, **RONALD C. REXRODE** and **SHELLY BURNS**, of Darke County, Ohio, in consideration of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS** to them in hand paid by **MARK A. FRECH, JR.**, unmarried, whose tax mailing address will be 212 Anderson Street, New Madison, Ohio 45346, do hereby **GRANT, BARGAIN, SELL AND CONVEY** with general warranty covenants to the said **MARK A. FRECH, JR.**, his heirs and assigns forever, the following described REAL ESTATE:

Situate in the Village of New Madison, County of Darke and State of Ohio and bounded and described as follows:

Being Lot Number 3 in the Oler Subdivision to the Village of New Madison, Ohio, as the same is known and described on Plat Records, Volume 7, Page 166, Darke County, Ohio.

Subject to all easements and restrictions of record particularly those contained in Volume 7, Page 166, of the Plat Records of Darke County, Ohio.

Engineer's I.D. #D19-4-210-18-04-02-103-00 (Lot #3)

The Power of Attorney referenced above is found recorded in Official Volume 335, Page 2511 of the Office of the Darke County Recorder.

**TRANSFERRED**  
SEC. 319.54 .50  
SEC 319 202 COMPLIED WITH  
IN AMT. 176.00

NOV 10 2003

Last Transfer: Official Record Volume 133, Page 475

**JANICE P. ANDERSON**  
AUDITOR, DARKE COUNTY, OHIO  
By [signature]

and all the **ESTATE, RIGHT, TITLE AND INTEREST** of the said Grantors, in and to said premises; **TO HAVE AND TO HOLD** the same, with all the privileges and appurtenances thereunto belonging to said Grantee, his heirs and assigns forever.

And the said Grantors do hereby **COVENANT AND WARRANT** that the title so conveyed is **CLEAR, FREE AND UNENCUMBERED** and that they will **DEFEND** the same against all lawful claims of all persons whomsoever, **EXCEPT** those taxes and assessments due and payable in \_\_\_\_\_, and thereafter which the Grantee herein assumes and agrees to pay.

**IN WITNESS WHEREOF**, the said **RONALD C. REXRODE** and his Wife, **NANCY J. REXRODE**, who hereby releases her right and expectancy of dower in said premises; **LEAH J. DINKINS** and her Husband, **BILL DINKINS**, who hereby releases his right and expectancy of dower in said premises; and **BEATRICE A. WITHROW**, have hereunto set their hands, this \_\_\_\_\_ day of October, in the year A. D. two thousand three (2003).

*Ronald C. Rexrode*  
**RONALD C. REXRODE**

*Nancy J. Rexrode*  
**NANCY J. REXRODE**

*Leah J. Dinkins*  
**LEAH J. DINKINS**

*Bill Dinkins*  
**BILL DINKINS**

*Ronald C. Rexrode*  
**BEATRICE A. WITHROW** by  
**RONALD C. REXRODE** and

*Shelly Burns*  
**SHELLY BURNS**, Co-Power of Attorneys  
for **BEATRICE A. WITHROW**

**STATE OF OHIO, COUNTY OF DARKE, ss:**

On this 27<sup>th</sup> day of October, A. D. 2003, before me, a notary public in and for said County, personally came **RONALD C. REXRODE, NANCY J. REXRODE, LEAH J. DINKINS, BILL DINKINS** and **BEATRICE A. WITHROW**, by and through her Co-Power of Attorneys, **RONALD C. REXRODE** and **SHELLY BURNS**, grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

*Allen L. Harmon*  
Notary Public

**ALLEN L. HARMON**, Notary Public  
In and for the State of Ohio  
My Commission Expires July 9, 2006

This instrument prepared by: **JEFFREY L. AMICK** of Amick & Breaden, 414 Walnut St., Greenville, OH 45331 (cae), at the specific request of the Grantor, based solely upon information supplied by one or more of the parties to this conveyance, and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracies or omissions in this instrument resulting from the information provided, and makes no assertions with respect to liens which may be against the property, and the parties hereto signifying their assent to this Disclaimer by the Grantor's execution and the Grantee's acceptance of this instrument.

*A*

201600000106  
Filed for Record in  
DARKE COUNTY, OHIO  
LINDA STACHLER, RECORDER  
01-06-2016 At 10:52 am.  
MORTGAGE 156.00  
OR Book 493 Page 2000 - 2017

Recording Requested By and  
When Recorded Return To:

ServiceLink- CRS

3220 El Camino Real

Irvine, CA 92602

(800) 756-3524 Ext. 43275

10555311 IA 50321

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **DECEMBER 31, 2015**, together with all Riders to this document.

(B) "Borrower" is **MARK A. FRECH JR., UNMARRIED**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION**

organized and existing under the laws of **THE UNITED STATES**

Lender's address is **101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104**

Lender is the mortgagee under this Security Instrument.

0388044596

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP®

Wolters Kluwer Financial Services

NMFL# 3036CR (ROHC) Rev. 9/2013

Form 3036 1/01

VMP6(OH) (1302).00

Page 1 of 17



(D) **"Note"** means the promissory note signed by Borrower and dated **DECEMBER 31, 2015**. The Note states that Borrower owes Lender **SEVENTY NINE THOUSAND FIVE HUNDRED EIGHTY SEVEN AND 13/100** Dollars (U.S. \$ \*\*\*\*\*79,587.13 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 01, 2036**.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

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

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO TAX PARCEL NUMBER:D 19-4-210-18-04-021-103-00

Parcel ID Number:  
212 ANDERSON ST  
NEW MADISON  
("Property Address"):

which currently has the address of  
[Street]  
[City] , Ohio 45346 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and

additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any 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 Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time

specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination



and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt 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 disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under

Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to 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), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien

which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing 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 to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; 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 Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited 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 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). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

**18. Transfer of the Property 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 Borrower at a future date to a purchaser.

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon

an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that 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) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of



Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, **DARKE** County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of Section 5301.233 of the Revised Code of Ohio.

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:

Mark A Frech Jr. (Seal)  
MARK A FRECH JR -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

STATE OF OHIO,

DARKE County ss:

This instrument was acknowledged before me this 21 day of DECEMBER, 2015, by  
**MARK A FRECH JR**

My Commission Expires: 8-2-19



W.R. Mouser  
Notary Public  
W.R. MOUSER  
W.R. MOUSER, Notary Public  
In and for the State of Ohio  
My Commission Expires August 2, 2019  
Recorded in Miami Co.

This instrument was prepared by  
**LISA M. HALL**

Loan origination organization **WELLS FARGO BANK, N.A.**  
NMLSR ID **399801**  
Loan originator **DYLAN LEIGHTER**  
NMLSR ID **1417194**

Order No.:      **20355317**  
Loan No.:      0199562877

**Exhibit A**

The following described property:

Situate in the Village of New Madison, County of Darke and State of Ohio:

Being Lot Number 3 in the Oler Subdivision to the Village of New Madison, Ohio, as the same is known and described on Plat Records, Volume 7, Page 166, Darke County, Ohio.

Assessor's Parcel No:      D 19-4-210-18-04-021-103-00

A handwritten signature or set of initials, possibly 'AC', written in black ink.

MARK\FRECH	OH, Darke			
Document No	Document Type	Recorded Date	Party1	Party2
202000005880	DEED	9/9/2020 12:44:00 PM	FRECH AMY D	JOHNS BRIAN S
201800005085	LAND CONTRACT	8/27/2018 3:27:00 PM	CORBIN JOSEPH J	FRECH MARK A
201600000423	RELEASE	1/25/2016 10:56:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
201600000106	MORTGAGE	1/6/2016 10:52:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
201400006593	RELEASE	11/3/2014 9:57:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
201200006303	RELEASE	9/21/2012 11:04:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
201100003141	DEED	5/19/2011 2:14:00 PM	FRECH MARK A	FRECH MARK A
200900005624	ASSIGNMENT OF MOR...	7/13/2009 11:08:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
200600007947	MORTGAGE	9/18/2006 10:25:00 AM	FRECH MARK A JR	WELLS FARGO BANK ...
200500010253	RELEASE	11/14/2005 9:38:00 AM	FRECH MARK	MORTGAGE ELECTRO...
200500009744	MORTGAGE	10/28/2005 11:42:00 ...	FRECH MARK A JR	MERS
200400007091	RELEASE	7/15/2004 9:53:00 AM	FRECH MARK A	WEST END SAVINGS B...
200400005834	MORTGAGE	6/10/2004 9:36:00 AM	FRECH MARK A	U S BANK NATIONAL ...
200400005143	ASSIGNMENT OF MOR...	5/24/2004 11:12:00 AM	FRECH MARK	AMERUS HOME LENDI...
200300013740	MORTGAGE	11/10/2003 1:10:00 PM	FRECH MARK	AMERUS HOME LENDI...
200300013739	DEED	11/10/2003 1:10:00 PM	REXRODE RONALD C	FRECH MARK A JR
199800010533	RELEASE	9/29/1998 1:03:00 PM	FRECH MARK A	FARMERS STATE BANK
199800010289	DEED	9/21/1998 4:07:00 PM	FRECH MARK A	FOURMAN ROCKY A
199800006691	MORTGAGE	6/16/1998 2:40:00 PM	FRECH MARK A	FARMERS STATE BANK
199800006690	DEED	6/16/1998 2:40:00 PM	LONG ALVIA D	FRECH MARK A

OH, Darke	FRECH AMY			
Party2	Party1	Recorded Date	Document Type	Document No
	JOHNS AMY D	11/3/2020 8:32:07 AM	MISC	202000007368
JOHNS BRIAN S	FRECH AMY D	9/9/2020 12:44:00 PM	DEED	202000005880
SECOND NATL BK DIV ...	SISCO AMY L	12/4/2017 11:30:00 AM	RELEASE	201700007513
SECOND NATL BK DIV ...	FRECH AMY L	11/29/2017 10:59:00 ...	RELEASE	201700007411
MCGIFFIN JOHN E	SISCO AMY L	11/20/2017 3:18:00 PM	DEED	201700007248
SECOND NATL BK DIV ...	SISCO AMY L	6/10/2016 11:11:00 AM	MORTGAGE	201600003477
SECOND NATL BK DIV ...	FRECH AMY L	8/13/2013 8:24:00 AM	RELEASE	201300006007
SECOND NATL BK DIV ...	FRECH AMY L	8/13/2013 8:24:00 AM	RELEASE	201300005998
SECOND NATL BK DIV ...	FRECH AMY L	7/18/2013 8:20:00 AM	MORTGAGE	201300005347
SECOND NATL BK DIV ...	FRECH AMY L	8/23/2011 11:51:00 AM	MORTGAGE	201100005071
SECOND NATL BK DIV ...	FRECH AMY L	9/16/2010 10:51:00 AM	RELEASE	201000005854
SECOND NATL BK DIV ...	FRECH AMY L	9/7/2010 1:57:00 PM	RELEASE	201000005636
SECOND NATL BK DIV ...	FRECH AMY L	8/16/2010 3:36:00 PM	MORTGAGE	201000005061
FRECH AMY L	FRITZ SHANNON D	8/16/2010 3:36:00 PM	DEED	201000005060
FRITZ SHANNON D	FRECH AMY L	8/16/2010 2:25:00 PM	DEED	201000005049
SECOND NATL BK DIV ...	FRECH AMY L	6/25/2010 2:46:00 PM	RELEASE	201000003871
LINKOUS RANDALL A	FRECH AMY L	5/28/2010 3:53:00 PM	DEED	201000003239
HARRISON TWP	FRECH AMY L	5/17/2010 12:01:00 PM	LARGE PLAT	201000002944
SECOND NATL BK DIV ...	FRECH AMY L	5/6/2010 3:12:00 PM	RELEASE	201000002713
SECOND NATL BK DIV ...	FRECH AMY L	9/17/2009 8:44:00 AM	MORTGAGE	200900007194
FIFTH THIRD MORTGA...	FRECH JEFFREY A	5/18/2009 10:56:00 AM	RELEASE	200900004103
SECOND NATL BK DIV ...	FRECH AMY L	5/1/2009 3:08:00 PM	MORTGAGE	200900003628
FIFTH THIRD BANK	FRECH JEFFREY A	4/20/2009 11:00:00 AM	RELEASE	200900003200
FRECH AMY L	FRECH JEFFREY A	2/24/2009 9:33:00 AM	DEED	200900001516
FIFTH THIRD BANK	FRECH JEFFREY A	1/19/2007 10:32:00 AM	MORTGAGE	200700000424
FIFTH THIRD BANK	FRECH JEFFREY A	10/2/2006 11:23:00 AM	RELEASE	200600008360
FARMERS STATE BAN...	FRECH JEFFERY A	9/24/2002 3:21:00 PM	RELEASE	200200010180
FIFTH THIRD BANK	FRECH JEFFREY A	9/20/2002 11:27:00 AM	MORTGAGE	200200010051
FIFTH THIRD MORTGA...	FRECH JEFFREY A	9/17/2002 10:25:00 AM	MORTGAGE	200200009855
FIFTH THIRD BANK	FRECH JEFFREY A	8/31/1999 11:14:00 AM	RELEASE	199900008815
FARMERS STATE BANK	FRECH JEFFREY A	7/21/1999 8:27:00 AM	MORTGAGE	199900007362
BYERS MICHAEL R	FRECH JEFFREY A	7/21/1999 8:24:00 AM	DEED	199900007360
SECOND NATIONAL B...	FRECH JEFFREY A	7/19/1999 2:21:00 PM	RELEASE	199900007282
DARKE RURAL ELEC C...	FRECH JEFFREY A	5/13/1999 12:09:00 PM	EASEMENT	199900004818
SECOND NATIONAL B...	FRECH JEFFREY A	1/21/1999 2:21:00 PM	MORTGAGE	199900000650
FRECH JEFFREY A	FOURMAN EVELYN A	1/21/1999 2:21:00 PM	DEED	199900000649



Search Results

Name Search	
Last Name	FRECH
First Name	MARK
Case Type	All Cases
Case Status	All Statuses
Party Type	All Party Types
No Records Found	



Search Results

Name Search	
Last Name	FRECH
First Name	AMY
Case Type	All Cases
Case Status	All Statuses
Party Type	All Party Types
No Records Found	

Search Date: Sep 13, 2025, 12:13:16 AM



Refine your Search

Debtor is a... ☐ Individual ☐ Organization

First Name  
MARK

Middle Name

Last Name  
FRECH

City

State 

☐ Active Filings ☐ Active Filings plus lapse within a year

Clear

Search



No results for this search.

Search Date: Sep 13, 2025, 12:13:16 AM

Search Date: Sep 13, 2025, 12:13:31 AM



## Refine your Search

Debtor is a... ☐ Individual ☐ OrganizationFirst Name  
AMY

Middle Name

Last Name  
FRECH

City

State ☐ Active Filings ☐ Active Filings plus lapse within a year

Clear

Search



No results for this search.

Search Date: Sep 13, 2025, 12:13:31 AM