



**LIEN SEARCH  
PRODUCT COVER SHEET**

**ORDER INFORMATION**

|                         |                                               |               |                    |
|-------------------------|-----------------------------------------------|---------------|--------------------|
| FILE/ORDER NUMBER:      | LL-NCU-03168                                  | PRODUCT NAME: | LIEN SEARCH REPORT |
| BORROWER NAME(S)        | ANDREW GRIBBEN AND KURSTIE GRIBBEN            |               |                    |
| PROPERTY ADDRESS:       | 8098 COLLEGE CORNER RD, CENTERVILLE, IN 47330 |               |                    |
| CITY, STATE AND COUNTY: | CENTERVILLE, INDIANA (IN) AND WAYNE           |               |                    |

**SEARCH INFORMATION**

|                          |                                                                                     |                 |            |
|--------------------------|-------------------------------------------------------------------------------------|-----------------|------------|
| SEARCH DATE:             | 10/08/2025                                                                          | EFFECTIVE DATE: | 10/07/2025 |
| NAME(S) SEARCHED:        | GRIBBEN ANDREW AND GRIBBEN KURSTIE                                                  |                 |            |
| ADDRESS/PARCEL SEARCHED: | 8098 COLLEGE CORNER RD, CENTERVILLE, IN 47330/003-00384-00 89-09-13-000-343.000-004 |                 |            |

**ASSESSMENT INFORMATION**

|           |  |
|-----------|--|
| COMMENTS: |  |
|-----------|--|

**CURRENT OWNER VESTING**

|                                                         |
|---------------------------------------------------------|
| ANDREW J. GRIBBEN AND KURSTIE GRIBBEN, HUSBAND AND WIFE |
|---------------------------------------------------------|

|           |  |
|-----------|--|
| COMMENTS: |  |
|-----------|--|

**VESTING DEED**

|                |               |                |                                                         |
|----------------|---------------|----------------|---------------------------------------------------------|
| DEED TYPE:     | WARRANTY DEED | GRANTOR:       | AMY SUE STEELE, AN ADULT                                |
| DATED DATE:    | 09/02/2021    | GRANTEE:       | ANDREW J. GRIBBEN AND KURSTIE GRIBBEN, HUSBAND AND WIFE |
| BOOK/PAGE:     | N/A           | RECORDED DATE: | 09/03/2021                                              |
| INSTRUMENT NO: | 2021008884    |                |                                                         |
| COMMENTS:      |               |                |                                                         |

**CURRENT TAXES**

| FIRST INSTALLMENT |                        | SECOND INSTALLMENT |                      |
|-------------------|------------------------|--------------------|----------------------|
| TAX YEAR:         | 2024 PAY 2025 (SPRING) | TAX YEAR:          | 2024 PAY 2025 (FALL) |
| TAX AMOUNT:       | \$1,161.00             | TAX AMOUNT:        | \$1,161.00           |
| TAX STATUS:       | PAID                   | TAX STATUS:        | DUE                  |
| DUE DATE:         | 05/12/2025             | DUE DATE:          | 11/10/2025           |
| DELINQUENT DATE:  |                        | DELINQUENT DATE:   |                      |

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

|                |                                                                                                            |                        |              |
|----------------|------------------------------------------------------------------------------------------------------------|------------------------|--------------|
| DOC NAME       | MORTGAGE                                                                                                   | AMOUNT:                | \$198,000.00 |
| DATED DATE:    | 09/02/2021                                                                                                 | RECORDED DATE          | 09/03/2021   |
| INSTRUMENT NO: | 2021008885                                                                                                 | BOOK/PAGE:             | N/A          |
| OPEN/CLOSED:   | CLOSED-END                                                                                                 | SUBJECT LIEN (YES/NO): | YES          |
| BORROWER:      | ANDREW J GRIBBEN AND KURSTIE GRIBBEN, HUSBAND AND WIFE                                                     |                        |              |
| LENDER:        | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR KTL PERFORMANCE MORTGAGE, LTD |                        |              |
| TRUSTEE:       | N/A                                                                                                        |                        |              |
| COMMENTS:      |                                                                                                            |                        |              |

**FOR PREAMBLE**

|                       |                     |
|-----------------------|---------------------|
| CITY/TOWNSHIP/PARISH: | TOWNSHIP OF CENTER. |
|-----------------------|---------------------|

**ADDITIONAL NOTES**

|  |
|--|
|  |
|--|

**LEGAL DESCRIPTION**

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

LOT NUMBER THREE (3) IN CEDAR HILL ESTATES, SECTION ONE (1), IN CENTER TOWNSHIP, WAYNE COUNTY,  
INDIANA.

Wayne County, IN

Property Tax Exemption

Apply for Property Tax Exemption

Summary

|                       |                                                                                                                                                                      |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax ID                | 003-00384-00                                                                                                                                                         |
| State Parcel ID       | 89-09-13-000-343.000-004                                                                                                                                             |
| Map #                 | 30-13-000-343.000-03                                                                                                                                                 |
| Property Address      | 8098 COLLEGE CORNER RD<br>CENTERVILLE                                                                                                                                |
| Sec/Twp/Rng           | n/a                                                                                                                                                                  |
| Tax Set               | CENTER TWP                                                                                                                                                           |
| Subdivision           | n/a                                                                                                                                                                  |
| Brief Tax Description | LOT 3 CEDAR HILL ESTATES SEC 1 (3.077A)<br>(Note: Not to be used on legal documents)                                                                                 |
| Book/Page             | DR: 433-463 * SHD: 2002007823 * WD: 2002015381 * QCD: 7-30-03 2003012480*WD: 12-6-06 2006013958*WD: 11-4-14 2014008245*QCD: 5-21-21 2021005186*WD: 9-3-21 2021008884 |
| Acres                 | 3.070                                                                                                                                                                |
| Class                 | 510 RES ONE FAMILY PLATTED LOT-510                                                                                                                                   |

[INFRAME Street View](#)  
[Plat Map](#)  
[Web Soil Survey](#)

Owners

Deeded Owner  
GRIBBEN, ANDREW J & KURSTIE  
8098 COLLEGE CORNER RD  
CENTERVILLE, IN 47330

Homestead Verification

Homestead Deduction has been VERIFIED

Land

| Land Type                  | Soil ID | Act Front. | Eff. Depth | Size     | Rate        | Adj. Rate   | Ext. Value  | Infl. % | Value       |
|----------------------------|---------|------------|------------|----------|-------------|-------------|-------------|---------|-------------|
| HOMESITE                   |         | 0          | 0          | 1.000000 | \$21,800.00 | \$21,800.00 | \$21,800.00 | 0%      | \$21,800.00 |
| RESIDENTIAL EXCESS ACREAGE |         | 0          | 0          | 1.970000 | \$6,600.00  | \$6,600.00  | \$13,002.00 | 0%      | \$13,000.00 |
| PUBLIC ROAD/ROW            | GE      | 0          | 0          | 0.100000 | \$2,120.00  | \$2,162.00  | \$216.20    | (100%)  | \$0.00      |

Residential Dwellings

|                    |                      |
|--------------------|----------------------|
| Description        | Residential Dwelling |
| Story Height       | 2                    |
| Style              |                      |
| Finished Area      | 1612                 |
| # Fireplaces       | 1                    |
| Heat Type          | Hot Water or Steam   |
| Air Cond           | 1612                 |
| Bedrooms           | 3                    |
| Living Rooms:      | 1                    |
| Dining Rooms:      | 1                    |
| Family Rooms:      | 1                    |
| Finished Rooms:    | 7                    |
| Full Baths         | 1                    |
| Full Bath Fixtures | 3                    |
| Half Baths         | 1                    |
| Half Bath Fixtures | 2                    |
| Kitchen Sinks      | 1                    |
| Water Heaters      | 1                    |
| Add Fixtures       | 0                    |

| Floor | Construction | Base | Finish |
|-------|--------------|------|--------|
| 1     | 4/6 Masonry  | 1066 | 1066   |
| 2     | Wood Frame   | 546  | 546    |
| Crawl |              | 520  | 0      |
| Slab  |              | 546  | 0      |

| Features          | Area |
|-------------------|------|
| Porch, Open Frame | 80   |
| Wood Deck         | 584  |

Improvements

| Descr                  | PC  | Grade | Year Built | Eff Year | Cond | LCM  | Size | Nbhd Factor | Mrkt Factor |
|------------------------|-----|-------|------------|----------|------|------|------|-------------|-------------|
| Residential Dwelling   | 100 | C+1   | 1978       | 1998     | G    | 1.01 | 1612 | 1.27        | 0           |
| Type 3 Barn            | 100 | C     | 2016       | 2016     | A    | 1.01 | 1350 | 1.27        | 0           |
| Canopy (free standing) | 100 | C     | 2016       | 2016     | A    | 1.01 | 270  | 1.27        | 0           |
| Patio (free standing)  | 100 | C     | 2016       | 2016     | A    | 1.01 | 270  | 1.27        | 0           |

Valuation

| Assessment Year  | 2025              | 2025 (2)          | 2024              | 2023              | 2022              |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Reason           | Annual Adjustment | Annual Adjustment | Annual Adjustment | Annual Adjustment | Annual Adjustment |
| As Of Date       | 5/15/2025         | 4/22/2025         | 4/17/2024         | 4/20/2023         | 4/22/2022         |
| Land             | \$34,800          | \$34,800          | \$29,600          | \$26,700          | \$26,700          |
| Land Res (1)     | \$21,800          | \$21,800          | \$18,600          | \$16,800          | \$16,800          |
| Land Non Res (2) | \$13,000          | \$13,000          | \$11,000          | \$0               | \$0               |

| Assessment Year   | 2025      | 2025 (2)  | 2024      | 2023      | 2022      |
|-------------------|-----------|-----------|-----------|-----------|-----------|
| Land Non Res (3)  | \$0       | \$0       | \$0       | \$9,900   | \$9,900   |
| Improvement       | \$212,900 | \$212,900 | \$191,600 | \$178,000 | \$175,100 |
| Imp Res (1)       | \$212,900 | \$212,900 | \$191,600 | \$154,400 | \$150,100 |
| Imp Non Res (2)   | \$0       | \$0       | \$0       | \$0       | \$0       |
| Imp Non Res (3)   | \$0       | \$0       | \$0       | \$23,600  | \$25,000  |
| Total             | \$247,700 | \$247,700 | \$221,200 | \$204,700 | \$201,800 |
| Total Res (1)     | \$234,700 | \$234,700 | \$210,200 | \$171,200 | \$166,900 |
| Total Non Res (2) | \$13,000  | \$13,000  | \$11,000  | \$0       | \$0       |
| Total Non Res (3) | \$0       | \$0       | \$0       | \$33,500  | \$34,900  |

Deductions

| Year              | Deduction Type                 | Amount |
|-------------------|--------------------------------|--------|
| 2024 PAYABLE 2025 | Mortgage                       | 0      |
| 2024 PAYABLE 2025 | Standard Deduction \ Homestead | 48,000 |
| 2024 PAYABLE 2025 | Supplemental                   | 60,825 |
| 2023 PAYABLE 2024 | Mortgage                       | 0      |
| 2023 PAYABLE 2024 | Standard Deduction \ Homestead | 48,000 |
| 2023 PAYABLE 2024 | Supplemental                   | 49,280 |

Tax History

| Detail:           |            |          |                  |            |             |         |
|-------------------|------------|----------|------------------|------------|-------------|---------|
| Tax Year          | Type       | Category | Description      | Amount     | Balance Due | ACTotal |
| 2024 PAYABLE 2025 | Spring Tax | Tax      | 24/25 Spring Tax | \$1,161.00 | \$0.00      | 0.00    |
| 2024 PAYABLE 2025 | Fall Tax   | Tax      | 24/25 Fall Tax   | \$1,161.00 | \$1,161.00  | 0.00    |
| 2023 PAYABLE 2024 | Spring Tax | Tax      | 23/24 Spring Tax | \$1,274.97 | \$0.00      | 0.00    |
| 2023 PAYABLE 2024 | Fall Tax   | Tax      | 23/24 Fall Tax   | \$1,274.97 | \$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 | \$2,322.00 | \$1,161.00  |
| 2023 PAYABLE 2024 | \$2,549.94 | \$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 | \$1,161.00 |  |
| 2023 PAYABLE 2024 | 11/08/2024   | CORELOGIC     | \$1,274.97 |  |
| 2023 PAYABLE 2024 | 05/06/2024   | CORELOGIC INC | \$1,274.97 |  |

| Total:            |            |  |
|-------------------|------------|--|
| Tax Year          | Amount     |  |
| 2024 PAYABLE 2025 | \$1,161.00 |  |
| 2023 PAYABLE 2024 | \$2,549.94 |  |

Transfers

| Transfer Date | Buyer Name                    | Seller Name                   | Type     | Description                  |
|---------------|-------------------------------|-------------------------------|----------|------------------------------|
| 07/30/2003    | WILLIAMS, PAMELA K            | WILLIAMS, CAROL S             |          |                              |
| 12/06/2006    | GALLAGHER, SEAN P & MELISSA M | WILLIAMS, PAMELA K            |          |                              |
| 11/04/2014    | LOCKE, THOMAS C               | GALLAGHER, SEAN P & MELISSA M | Straight | Warranty Deed - 2014008245   |
| 11/23/2016    | LOCKE, THOMAS C               | LOCKE, THOMAS C               | Straight | Contract Sale - 2016009475   |
| 05/24/2021    | STEELE, AMY SUE               | LOCKE, THOMAS C               | Straight | Quit Claim Deed - 2021005186 |
| 09/03/2021    | GRIBBEN, ANDREW J & KURSTIE   | STEELE, AMY SUE               | Straight | Warranty Deed - 2021008884   |

Property Record Cards

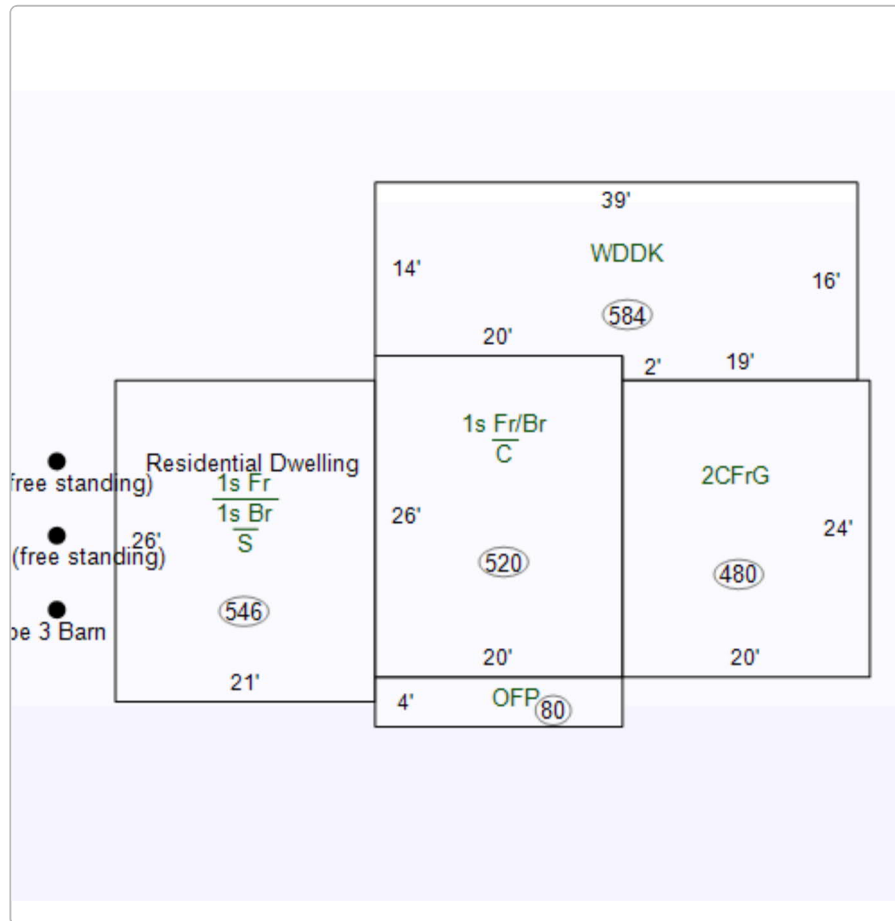
[View 2025 Property Record Card\(PDF\)](#)  
[View 2021 Property Record Card\(PDF\)](#)  
[View 2017 Property Record Card\(PDF\)](#)  
[View 2013 Property Record Card\(PDF\)](#)

[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



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Developed by  
 **SCHNEIDER**  
GEOSPATIAL

COUNTY:89-WAYNE

SPRING INSTALLMENT REMITTANCE COUPON

|                                            |                                                              |                               |                                                                                                                                                                       |
|--------------------------------------------|--------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARCEL NUMBER<br>89-09-13-000-343.000-004  | COUNTY PARCEL NUMBER<br>003-00384-00                         | TAX YEAR<br>2024 Payable 2025 | Late Payment Penalty: 5% penalty after May 12, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 11, 2025 |
| TAXING UNIT NAME<br>003/004 CENTER TWP     | LEGAL DESCRIPTION<br>LOT 3 CEDAR HILL ESTATES SEC 1 (3.077A) |                               |                                                                                                                                                                       |
| PROPERTY ADDRESS<br>8098 COLLEGE CORNER RD |                                                              |                               | <div>SPRING AMOUNT DUE<br/>BY May 12, 2025</div> <div>\$0.00</div>                                                                                                    |



GRIBBEN, ANDREW J & KURSTIE  
8098 COLLEGE CORNER RD  
CENTERVILLE, IN 47330

Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

Remit Payment and Make Check Payable to:  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

8189003003840000000000004

COUNTY:89-WAYNE

FALL INSTALLMENT REMITTANCE COUPON

|                                            |                                                              |                               |                                                                                                                                                                                |
|--------------------------------------------|--------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARCEL NUMBER<br>89-09-13-000-343.000-004  | COUNTY PARCEL NUMBER<br>003-00384-00                         | TAX YEAR<br>2024 Payable 2025 | Late Payment Penalty: 5% penalty after November 10, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 10, 2025 |
| TAXING UNIT NAME<br>003/004 CENTER TWP     | LEGAL DESCRIPTION<br>LOT 3 CEDAR HILL ESTATES SEC 1 (3.077A) |                               |                                                                                                                                                                                |
| PROPERTY ADDRESS<br>8098 COLLEGE CORNER RD |                                                              |                               | <div>FALL AMOUNT DUE<br/>BY November 10, 2025</div> <div>\$1,161.00</div>                                                                                                      |



GRIBBEN, ANDREW J & KURSTIE  
8098 COLLEGE CORNER RD  
CENTERVILLE, IN 47330

Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

Remit Payment and Make Check Payable to:  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

818900300384000000011613

COUNTY:89-WAYNE

TAXPAYER'S COPY-KEEP FOR YOUR RECORDS

|                                           |                                                              |                               |                                                   |
|-------------------------------------------|--------------------------------------------------------------|-------------------------------|---------------------------------------------------|
| PARCEL NUMBER<br>89-09-13-000-343.000-004 | COUNTY PARCEL NUMBER<br>003-00384-00                         | TAX YEAR<br>2024 Payable 2025 | DUE DATES                                         |
| TAXING UNIT NAME<br>003/004 CENTER TWP    | LEGAL DESCRIPTION<br>LOT 3 CEDAR HILL ESTATES SEC 1 (3.077A) |                               | SPRING - May 12, 2025<br>FALL - November 10, 2025 |

DATE OF STATEMENT:10/8/2025

|                                            |                             |                  |
|--------------------------------------------|-----------------------------|------------------|
| PROPERTY ADDRESS<br>8098 COLLEGE CORNER RD |                             |                  |
| PROPERTY TYPE<br>Real Estate               | TOWNSHIP<br>003-CENTER TWP  |                  |
| ACRES<br>3.07                              | COUNTY SPECIFIC RATE/CREDIT | BILL CODE<br>036 |

GRIBBEN, ANDREW J & KURSTIE  
8098 COLLEGE CORNER RD  
CENTERVILLE, IN 47330

|                                             |              |            |
|---------------------------------------------|--------------|------------|
| TOTAL DUE FOR 2024 Payable 2025: \$1,161.00 |              |            |
| ITEMIZED CHARGES                            | SPRING TOTAL | FALL TOTAL |
| Tax                                         | \$1,161.00   | \$1,161.00 |
| Delinquent Tax                              | \$0.00       | \$0.00     |
| Delinquent Penalty                          | \$0.00       | \$0.00     |
| Other Assessment (OA)                       | \$0.00       | \$0.00     |
| Delinquent OATax                            | \$0.00       | \$0.00     |
| Delinquent OA Penalty                       | \$0.00       | \$0.00     |
| Fees                                        | \$0.00       | \$0.00     |
| (County Specific Charge)                    | \$0.00       | \$0.00     |
| Amount Due                                  | \$1,161.00   | \$1,161.00 |
| Payments Received                           | (\$1,161.00) | \$0.00     |
| Balance Due                                 | \$0.00       | \$1,161.00 |

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3 % for all other property. Beginning with 2023 Pay 2024, the Mortgage Deduction is no longer available. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: [www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101](http://www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101).

TAXPAYER AND PROPERTY INFORMATION

|                                                                                |                           |                                         |                                          |                        |
|--------------------------------------------------------------------------------|---------------------------|-----------------------------------------|------------------------------------------|------------------------|
| <u>Taxpayer Name and Mailing Address</u>                                       | <u>Date of Notice</u>     | <u>Due Dates</u>                        | <u>Parcel Number</u>                     | <u>Taxing District</u> |
| GRIBBEN, ANDREW J & KURSTIE<br>8098 COLLEGE CORNER RD<br>CENTERVILLE, IN 47330 | October 8, 2025           | May 12, 2025<br>November 10, 2025       | 003-00384-00<br>89-09-13-000-343.000-004 | 003/004 CENTER TWP     |
|                                                                                | <u>Property Address:</u>  | 8098 COLLEGE CORNER RD                  |                                          |                        |
|                                                                                | <u>Legal Description:</u> | LOT 3 CEDAR HILL ESTATES SEC 1 (3.077A) |                                          |                        |

Spring installment due on or before May 12, 2025 and Fall installment due on or before November 10, 2025.

TABLE 1: SUMMARY OF YOUR TAXES

|                                                                                      |               |               |
|--------------------------------------------------------------------------------------|---------------|---------------|
| 1. ASSESSED VALUE AND TAX SUMMARY                                                    | 2023 Pay 2024 | 2024 Pay 2025 |
| 1a. Gross assessed value of homestead property                                       | \$171,200     | \$210,200     |
| 1b. Gross assessed value of other residential property and agricultural land         | \$0           | \$11,000      |
| 1c. Gross assessed value of all other property, including personal property          | \$33,500      | \$0           |
| 2. Equals total gross assessed value of property                                     | \$204,700     | \$221,200     |
| 2a. Minus deductions (see Table 5 below)                                             | \$97,280      | \$108,825     |
| 3. Equals subtotal of net assessed value of property                                 | \$107,420     | \$112,375     |
| 3a. Multiplied by your local tax rate                                                | 2.501300      | 2.421300      |
| 4. Equals gross tax liability (see Table 3 below)                                    | \$2,686.90    | \$2,720.94    |
| 4a. Minus local property tax credits                                                 | \$0.00        | \$0.00        |
| 4b. Minus savings due to property tax cap(s) (see Table 2 and footnotes below)       | \$136.96      | \$398.94      |
| 4c. Minus savings due to Over 65 Circuit Breaker Credit <sup>1</sup>                 | \$0.00        | \$0.00        |
| 4d. Minus savings due to County Option Circuit Breaker Credit                        | \$0.00        | \$0.00        |
| 5. Total net property tax liability due (See remittance coupon for total amount due) | \$2,549.94    | \$2,322.00    |

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

|                                                                                                      |            |            |
|------------------------------------------------------------------------------------------------------|------------|------------|
| Property tax cap (equal to 1%, 2%, or 3%, depending upon combination of property types) <sup>2</sup> | \$2,717.00 | \$2,322.00 |
| Upward adjustment due to voter-approved projects and charges (e.g., referendum) <sup>3</sup>         | \$0.00     | \$0.00     |
| Maximum tax that may be imposed under cap                                                            | \$2,717.00 | \$2,322.00 |

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

| TAXING AUTHORITY | TAX RATE 2024 | TAX RATE 2025 | TAX AMOUNT 2024 | TAX AMOUNT 2025 | DIFFERENCE<br>2024-2025 | PERCENT<br>DIFFERENCE |
|------------------|---------------|---------------|-----------------|-----------------|-------------------------|-----------------------|
| STATE            | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| COUNTY           | 0.9373        | 0.8579        | \$1,006.85      | \$964.07        | (\$42.78)               | (4.25) %              |
| TOWNSHIP         | 0.0882        | 0.0849        | \$94.74         | \$95.41         | \$0.67                  | 0.71 %                |
| SCHOOL           | 1.3222        | 1.3246        | \$1,420.31      | \$1,488.51      | \$68.20                 | 4.80 %                |
| LIBRARY          | 0.1536        | 0.1539        | \$165.00        | \$172.95        | \$7.95                  | 4.82 %                |
| CITY             | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| TIR              | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| STATETAXCREDIT   | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| PENALTY          | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| LIEN             | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| OTHER            | 0.0000        | 0.0000        | \$0.00          | \$0.00          | \$0.00                  | 0.00 %                |
| TOTAL            | 2.5013        | 2.4213        | \$2,686.90      | \$2,720.94      | \$34.04                 | 1.27 %                |

TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY

| LEVYING AUTHORITY | 2024 | 2025 | % Change |
|-------------------|------|------|----------|
|                   |      |      |          |
|                   |      |      |          |
|                   |      |      |          |
|                   |      |      |          |
|                   |      |      |          |
| TOTAL ADJUSTMENTS |      |      | 0.00 %   |

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY <sup>4</sup>

| TYPE OF DEDUCTION              | 2024        | 2025         |
|--------------------------------|-------------|--------------|
| Standard Deduction \ Homestead | \$48,000.00 | \$48,000.00  |
| Supplemental                   | \$49,280.00 | \$60,825.00  |
| Mortgage                       | \$0.00      | \$0.00       |
|                                |             |              |
|                                |             |              |
| TOTAL DEDUCTIONS               | \$97,280.00 | \$108,825.00 |

1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indian Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.  
2. The property tax cap is calculated separately for each class of property owned by the taxpayer.  
3. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: [www.in.gov/dlgf/referendum-information](http://www.in.gov/dlgf/referendum-information).  
4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 on this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



NOTICE OF PROPERTY TAX ASSESSMENTS

**Name and Address of Taxpayer** – The owner and mailing address of the owner of record as of the date of this notice.  
**Date of Notice / Due Date** – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges.  
**Property Number (State / Local)** – State mandated property number of the taxable real estate and the local parcel number, if applicable.  
**Taxing District** – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

TABLE 1: SUMMARY OF YOUR TAXES

**Tax Summary** – The amounts involved with calculating your real estate property taxes.  
**Taxes 2023 Pay 2024** – The summary of calculations based on tax rates for taxes payable last year.  
**Taxes 2024 Pay 2025** – The summary of calculations based on this year’s tax rates.  
**Tax Relief Credits** – Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

- Local Property Tax Credits** – Relief credit generated by the local income tax, which can be used to reduce property tax bills.
- Over 65 Circuit Breaker Credit** – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at two percent (2%). (IC 6-1.1-20.6-8.5)
- County Option Circuit Breaker Credit** – Credit for a calendar year adopted by the county fiscal body if homestead qualifies and age, adjusted gross income, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at an amount between two percent (2%) and five percent (5%). (IC 6-1.1-49)

TABLE 2: PROPERTY TAX CAP INFORMATION

**Property Tax Cap** – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and agricultural land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an **adjustment to the cap** is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure. This new value is considered your effective property tax cap or the **maximum that may be imposed under the cap**. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

**Taxing Authority** – The name of the unit levying the taxes.  
**Tax Rate 2024** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2024.  
**Tax Rate 2025** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.  
**Tax Amount 2024** – The amount of taxes for this property allocated to each taxing authority for 2024.  
**Tax Amount 2025** – The amount of taxes for this property allocated to each taxing authority for the current year.  
**Tax Difference 2024-2025** – The difference in dollars between current taxes and prior year taxes for each taxing authority.  
**Percent Difference** – The percent change between last year’s tax amount and this year’s tax amount for each taxing authority.

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

**Levying Authority** – The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.  
**Amount 2024** – The total amount of other charges added to your tax bill in 2024.  
**Amount 2025** – The total amount of other charges added to your tax bill for the current year.

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

**Type of Deduction** – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date.

Various restrictions apply. For more information, call the county auditor at (765) 973-9317 or visit <http://www.co.wayne.in.us/auditor>. Deductions documented in this bill can include, but are not limited to, the following:

- Abatement** – Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- Blind/Disabled** – Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- Enterprise Zone** – Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- Geothermal** – Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- Homestead Standard Deduction** – Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- Supplemental Standard Deduction** – Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- Mortgage** – Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2) [Deduction will no longer apply to tax bills beginning with 2023 Pay 2024]
- Nonprofit** – Exemption for eligible properties. (IC 6-1.1-10)
- Over 65** – Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- Veterans** – Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

**Amount 2024** – The amount deducted from your bill in 2024 for each benefit.  
**Amount 2025** – The amount deducted from your bill this year for each benefit.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (765) 973-9254 or visit <http://www.co.wayne.in.us/assessor>. To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must: (1) immediately forward the notice to the county board; and (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal. For further instructions on filing an appeal or correction of error, contact your assessor at (765) 973-9254.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2025, for mobile homes assessed under IC 6-1.1-7 and January 1, 2024, for real property).





## WARRANTY DEED

**THIS INDENTURE WITNESSETH**, that **Amy Sue Steele**, an adult, of Wayne County, in the State of Indiana, conveys and warrants to **Andrew J. Gribben and Kurstie Gribben, husband and wife**, of Wayne County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt whereof is hereby acknowledged, the following described real estate in Wayne County, in the State of Indiana, to-wit:

Lot Number Three (3) in Cedar Hill Estates, Section One (1), in Center Township, Wayne County, Indiana.

Subject to the second installment of real estate taxes for the year 2020, due and payable in November, 2021, together with all subsequent taxes which the Grantees herein assume and agree to pay as a part of the consideration hereof.


Subject to covenants, conditions, restrictions, easements and building lines as contained in the Plat of Cedar Hill Estates, Section One, recorded in Plat Book 12, page 169, in the Office of the Recorder of Wayne County, but omitting any specific covenant, condition, restriction, or limitation to the extent that it violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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.

Grantees shall be entitled to possession of the real estate on or before sixty (60) days subsequent to the execution of this deed.


IN WITNESS WHEREOF, the said Amy Sue Steele has hereunto set her hand and seal this 2 day of

September, 2021

  
Amy Sue Steele

30-13-000-343.000-03

DULY ENTERED FOR TAXATION  
This 3rd day of September, 2021

  
AUDITOR OF WAYNE COUNTY

Sales Disclosure Approved  
Wayne County Assessor

STATE OF INDIANA       )  
                                          )  
COUNTY OF WAYNE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Amy Sue Steele who acknowledged the execution of the foregoing Warranty Deed to be her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and seal this 2 day of September, 2021



Kristie Shook (SEAL)

\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County, Indiana

My Commission Expires:  
\_\_\_\_\_

This instrument prepared by Kirk A. Weikart, Attorney at Law

Mail Tax Statements to: 8090 College Corner Rd, Centerville, IN 47330

Grantee's Street or Rural Route Address: Same

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. Kristie Shook (name)



After Recording Return To:

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

[Space Above This Line For Recording Data]

Loan Number 9730130722  
MERS Number 101270802107140004

## 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 **SEPTEMBER 02, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **ANDREW J GRIBBEN AND KURSTIE GRIBBEN, HUSBAND AND WIFE**, whose mailing address is **311 S 3RD ST, CENTERVILLE, INDIANA 47330**. Borrower is the mortgagor under this Security Instrument.

(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and 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 **KTL PERFORMANCE MORTGAGE, 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 **SEPTEMBER 02, 2021**. The Note states that Borrower owes Lender **ONE HUNDRED NINETY-EIGHT THOUSAND AND 00/100THS Dollars (U.S. \$198,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **OCTOBER 01, 2031**.

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

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

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



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

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

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider

☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider

☐ 1-4 Family Rider ☐ V.A. Rider ☐ Manufactured Home Rider

☐ Leasehold Rider ☐ Revocable Trust Rider

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

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

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

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

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 5 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### 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 nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the

following described property located in the County [Type of Recording Jurisdiction] of WAYNE  
[Name of Recording Jurisdiction]:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF**

Parcel ID Number: ~~89-09-13-003-00384-00~~ 89-09-13-000-343-000-004

which currently has the address of 8098 COLLEGE CORNER RD

CENTERVILLE, Indiana 47330-9617 [Street]  
[City] [Zip Code] ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, 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.

**BORROWER COVENANTS** that Borrower is lawfully seized 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 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 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, reasonable attorneys' fees and costs of title evidence.

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

**24. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

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 -

Borrower - Andrew J. Gribben (Seal)  
**ANDREW J GRIBBEN**

Borrower - Kurstie Gribben (Seal)  
**KURSTIE GRIBBEN**



State of **INDIANA**

County of **WAYNE**

Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared **Andrew J Gribben and Kurstie Gribben** who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 2 day of September, 2021

[SEAL]



Kristie Shook  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Printed Notary Public's County of Residence

\_\_\_\_\_  
My Commission Expires

[ ] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: \_\_\_\_\_

(City, County, and State)

Location of notary at the time of the notarial act: \_\_\_\_\_

(City and 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 6-1.1-22-8.1 is **ANDREW J GRIBBEN, 311 S 3RD ST, CENTERVILLE, INDIANA 47330**. 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 redact each Social Security number in this document, unless required by law **MIDHU KAKKASSERY**

Statement

This instrument was prepared by:  
**MIDHU KAKKASSERY**  
**KTL PERFORMANCE MORTGAGE, LTD**  
**700 WAYNE STREET**  
**GREENVILLE, OH 45331**

Loan Name: **ANDREW J GRIBBEN AND KURSTIE GRIBBEN, HUSBAND AND WIFE**,  
Property Address: **8098 COLLEGE CORNER RD, CENTERVILLE, INDIANA 47330-9617**

LOAN NO.: **9730130722**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

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



**EXHIBIT A**

Lot Number Three (3) in Cedar Hill Estates, Section One (1), in Center Township, Wayne County, Indiana.

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| <a href="#">2015008640</a> | Wayne  | 10/14/2015 | DEED : DEED-SPECIAL WARRANTY | <b>GRIBBEN, ANDREW J</b> <a href="#">Search</a><br><a href="#">Search</a> JPMORGAN CHASE BANK<br><a href="#">Search</a> DUKE, CYNTHIA L                                                                                  | <a href="#">Search</a> Lot 192 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 193 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 191 CENTERVILLE - SUMNERS WILLIAM ADDN |
| <a href="#">2015010541</a> | Wayne  | 12/21/2015 | MORT : MORTGAGE              | <b>GRIBBEN, ANDREW</b> <a href="#">Search</a><br><a href="#">Search</a> DUKE, CYNTHIA L<br><a href="#">Search</a> FIRST BANK RICHMOND NA                                                                                 | <a href="#">Search</a> Lot 191 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 192 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 193 CENTERVILLE - SUMNERS WILLIAM ADDN |
| <a href="#">2021008884</a> | Wayne  | 09/03/2021 | DEED : DEED-WARRANTY         | <b>GRIBBEN, ANDREW J</b> <a href="#">Search</a><br><a href="#">Search</a> STEELE, AMY SUE<br><a href="#">Search</a> GRIBBEN, KURSTIE                                                                                     | <a href="#">Search</a> Lot 3 CEDAR HILL ESTATES SEC 1                                                                                                                                                       |
| <a href="#">2021008885</a> | Wayne  | 09/03/2021 | MORT : MORTGAGE              | <b>GRIBBEN, ANDREW J</b> <a href="#">Search</a><br><a href="#">Search</a> GRIBBEN, KURSTIE<br><a href="#">Search</a> KTL PERFORMANCE MORTGAGE LTD<br><a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC | <a href="#">Search</a> Lot 3 CEDAR HILL ESTATES SEC 1                                                                                                                                                       |
| <a href="#">2022000837</a> | Wayne  | 02/02/2022 | DEED : DEED-WARRANTY         | <b>GRIBBEN, ANDREW J</b> <a href="#">Search</a><br><a href="#">Search</a> DUKE, CYNTHIA L<br><a href="#">Search</a> SCHERER, CATHIE E<br><a href="#">Search</a> SCHERER, GEORGE A                                        | <a href="#">Search</a> Lot 191 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 192 CENTERVILLE - SUMNERS WILLIAM ADDN<br><a href="#">Search</a> Lot 193 CENTERVILLE - SUMNERS WILLIAM ADDN |
| <a href="#">2022001737</a> | Wayne  | 02/28/2022 | REL : MORTGAGE RELEASE       | <b>GRIBBEN, ANDREW J</b> <a href="#">Search</a><br><a href="#">Search</a> FIRST BANK RICHMOND<br><a href="#">Search</a> FIRST BANK RICHMOND NA<br><a href="#">Search</a> DUKE, CYNTHIA L                                 |                                                                                                                                                                                                             |

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| <a href="#">2021008885</a> | Wayne  | 09/03/2021 | MORT : MORTGAGE      | <b>GRIBBEN, KURSTIE</b> <a href="#">Search</a><br><a href="#">Search</a> GRIBBEN, ANDREW J<br><a href="#">Search</a> KTL PERFORMANCE MORTGAGE LTD<br><a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC | <a href="#">Search</a> Lot 3 CEDAR HILL ESTATES SEC 1 |

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| <a href="#">89D03-1401-CM-000057</a> | Gribben, Andrew J | 05/19/1992 | Defendant | Criminal | Closed | 01/15/2014 | 10/22/2014       |
| <a href="#">89D03-0902-IF-000738</a> | Gribben, Andrew J | 05/18/1992 | Defendant | Citation | Closed | 02/10/2009 | 02/25/2009       |

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|--------------------------------------|--------------------|------------|-----------|----------|--------|------------|------------------|
| <a href="#">89D03-1804-IF-001309</a> | Gribben, Kurstie R | 12/12/1993 | Defendant | Citation | Closed | 04/30/2018 | 05/11/2018       |

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