

LIEN SEARCH PRODUCT COVER SHEET

IIIC.								
	ORDER INFORMATION							
FILE/ORDER N	UMBER:	LL-TC-0				UCT NAME:	L	IEN SEARCH REPORT
BORROWER NAME(S) ALAN D BARNES								
PROPERTY AD	` '	6614 E V	VOODSID	E RD				
CITY, STATE A					ND DELAW	ARE		
,			SEA	RCH INFO	ORMATION	1		
SEARCH DATE	:	06/11/20	25		EFFE	CTIVE DATE	: 0	6/10/2025
NAME(S) SEAR	CHED:	BARNES	S, JUDITH	G				
. ,		BARNES	S, ALAN E)				
ADDRESS/PAR	CEL	6614 E V	VOODSID:	E RD, ALF	BANY, IN 4	7320/18-08-08	3-305	-012.000-004
SEARCHED:								
			ASSES	SMENT IN	IFORMATI	ON		
COMMENTS:								
					ER VESTI			
JUDITH G. BAR	NES AND ALAN	D. BARI	NES, AS W	/IFE AND	HUSBAND)		
COMMENTS:								
				VESTING	DEED			
DEED TYPE:	WARRANTY D	EED		GRANTO		RYAN C. B	ITZE	GAIO AND KRISTEN R.
						BITZEGAIO), HU	SBAND AND WIFE
DATED	11/29/2017			GRANTI	EE:	JUDITH G.	BARI	NES AND ALAN D. BARNES,
DATE:						AS WIFE A	ND H	IUSBAND
BOOK/PAGE:	N/A			RECORI DATE:	DED	ED 11/30/2017		
INSTRUMENT	2017R15762							
NO:	20171110702							
COMMENTS:								
			(CURRENT	TAXES			
FIRST INSTALL	MENT				SECON	D INSTALLM	1ENT	1
TAX YEAR:			2025 (SP	PRING)	TAX Y	FAR:		2025 (FALL)
TAX AMOUNT:			\$294.85	idi (O)		MOUNT:		\$273.45
TAX STATUS:			PAID		TAX ST			DUE
DUE DATE:			05/12/20	25	DUE D			11/10/2025
DELINQUENT I	DATE:		00/12/20			QUENT DATI	∃:	11/10/2020
			V	OLUNTAR		(021)		
					STRUMEN'	Γ		
DOC NAME		MORT	GGAE		AMOUNT		\$10	1,624.00
DATED DATE:		11/29/2			RECORD	ED DATE		30/2017
INSTRUMENT N	NO:	2017R			BOOK/PA		N/A	
OPEN/CLOSED:			ED - END		SUBJECT		YES	
					(YES/NO)			
BORROWER:		JUDIT	H G BAR	NES AND			E ANI	D HUSBAND
LENDER:		MORT	GAGE EL	ECTRONI	C REGISTI	RATION SYS	TEMS	S, INC., SOLELY ACTING AS
		NOMI	NEE FOR	FIRST ME	ERCHANTS	BANK		
TRUSTEE:		N/A						
				FOR PREA	AMBLE			
CITY/TOWNSH	IP/PARISH:	CITY OF	MUNCIE					
			AL	DITIONA	L NOTES			
			I.P.	CAL DEGG	CDIDTION			
			LE	GAL DESC	CRIPTION			

THE FOLLOWING DESCRIBED REAL ESTATE IN DELAWARE COUNTY, IN THE STATE OF INDIANA:

LOT NUMBERED THREE (3) IN THE LEWIS ADDITION, AN ADDITION TO THE CITY OF MUNCIE, INDIANA, A PLAT OF WHICH IS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE RECORDS OF PLATS OF DELAWARE COUNTY, INDIANA.

Delaware County, IN

Summary

Parcel ID 0808305012000

 Alternate ID
 18-08-08-305-012.000-004

 Property Address
 6614 E WOODSIDE RD

ALBANY, IN 47320

Brief Tax Description LEWIS ADD 0.0000Acres STR: 082111 IN: 3 OUT:

(Note: Not to be used on legal documents)

Class 510: 1 Family Dwell - Platted Lot

Owner

BARNES JUDITH G & ALAN D 6614 E WOODSIDE RD ALBANY, IN 47320

Taxing District

County: Delaware

Township: DELAWARE TOWNSHIP State District 004 DELAWARE

Local District: 004

School Corp: DELAWARE COMMUNITY **Neighborhood:** 803539-004 LEWIS ADD

Site Description

Topography: Flat

Public Utilities: Electricity, Water

Street or Road: Paved Area Quality: Static Parcel Acreage:

Land

Land	Soil	Act	Eff.			Adj.	Ext.		
Туре	ID	Front.	Depth	Size	Rate	Rate	Value	Infl. %	Value
(F) FRONT LOT		100	150	100×150	\$128.00	\$128.00	\$12.800.00	0%	\$12.800.00

Residential Dwellings

Description Single-Family

Story Height 1 Style Finished Area 1200 # Fireplaces 1

Heat Type Central Warm Air

1200 Air Cond Bedrooms 2 Living Rooms: 0 Dining Rooms: 0 Family Rooms: 0 Finished Rooms: 5 **Full Baths Full Bath Fixtures** Half Baths Half Bath Fixtures Kitchen Sinks **Water Heaters** Add Fixtures 0

Floor	Construction	Base	Finish
1	Brick	1200	1200
С		1200	0

Features	Area
Porch, Open Frame	162
Wood Deck	120

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Single-Family	100	D+2	1965	1985	G	1.01	1200	1.06	1.072
Utility Shed	100	D	1980	1980	Α	1.01	96	1.06	1.072

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
11/30/2017	BARNES JUDITH G & ALAN D		2017R/15762	\$103,500.00
11/5/2009	BITZEGAIL RYAN C	89443	2009R/22225	\$105,000.00
3/1/2009	EPPERSON JANICE R			\$0.00

Sales Disclosures

Sale Date	Sale Price	Parcel Count	Valid
11/29/2017	\$103,500	1	Υ
11/2/2009	\$105,000	1	Y

Valuation

Assessment Year	2025	2024	2023	2022	2021
Reason	Annual Adjustment				
As Of Date	4/21/2025	4/22/2024	4/17/2023	4/13/2022	4/12/2021
Land	\$12,800	\$12,800	\$12,800	\$12,800	\$14,000
Land Res (1)	\$12,800	\$12,800	\$12,800	\$12,800	\$14,000
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$114,200	\$90,200	\$90,200	\$91,200	\$83,100
Imp Res (1)	\$114,200	\$90,200	\$89,600	\$90,600	\$82,500
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$600	\$600	\$600
Total	\$127,000	\$103,000	\$103,000	\$104,000	\$97,100
Total Res (1)	\$127,000	\$103,000	\$102,400	\$103,400	\$96,500
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$600	\$600	\$600

Deductions

Year	Deduction Type	Amount
2024 PAYABLE 2025	Mortgage	0
2024 PAYABLE 2025	Standard Deduction \ Homestead	48,000
2024 PAYABLE 2025	Supplemental	20,625
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	48,000
2023 PAYABLE 2024	Supplemental	21,760
2022 PAYABLE 2023	Mortgage	3,000
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	20,440
2021 PAYABLE 2022	Mortgage	3,000
2021 PAYABLE 2022	Standard Deduction \ Homestead	45,000
2021 PAYABLE 2022	Supplemental	18,025
2020 PAYABLE 2021	Mortgage	3,000
2020 PAYABLE 2021	Standard Deduction \ Homestead	45,000
2020 PAYABLE 2021	Supplemental	15,155
2019 PAYABLE 2020	Mortgage	3,000
2019 PAYABLE 2020	Standard Deduction \ Homestead	45,000
2019 PAYABLE 2020	Supplemental	15,155
2018 PAYABLE 2019	Mortgage	3,000
2018 PAYABLE 2019	Standard Deduction \ Homestead	45,000
2018 PAYABLE 2019	Supplemental	15,155

Tax History

Deta	i	ı

Tax Year	Туре	Category	Description	Amount	Balance Due
2024 PAYABLE 2025	Spring Tax	Tax	24/25 Spring Tax	\$273.45	\$0.00
2024 PAYABLE 2025	Spring Ditch	SA	24/25 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2024 PAYABLE 2025	Special Assessment - Base Amount	SA	Spring SA Base: SW25004969	\$11.40	\$0.00
2024 PAYABLE 2025	Fall Tax	Tax	24/25 Fall Tax	\$273.45	\$273.45
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$266.92	\$0.00
2023 PAYABLE 2024	Spring Ditch	SA	23/24 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2023 PAYABLE 2024	Special Assessment - Base Amount	SA	Spring SA Base: SW24004961	\$11.40	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$266.92	\$0.00

Tax Year	Туре	Category	Description	Amount	Balance Due
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$272.67	\$0.00
2022 PAYABLE 2023	Spring Ditch	SA	22/23 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2022 PAYABLE 2023	Special Assessment - Base Amount	SA	Spring SA Base: SW23004903	\$11.40	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$272.67	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$261.95	\$0.00
2021 PAYABLE 2022	Spring Ditch	SA	21/22 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2021 PAYABLE 2022	Special Assessment - Base Amount	SA	Spring SA Base: SW22004564	\$11.40	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$261.95	\$0.00
2020 PAYABLE 2021	Spring Tax	Tax	20/21 Spring Tax	\$219.87	\$0.00
2020 PAYABLE 2021	Spring Ditch	SA	20/21 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2020 PAYABLE 2021	Special Assessment - Base Amount	SA	Spring SA Base: SW21004549	\$11.40	\$0.00
2020 PAYABLE 2021	Fall Tax	Tax	20/21 Fall Tax	\$219.87	\$0.00
2019 PAYABLE 2020	Spring Tax	Tax	19/20 Spring Tax	\$207.54	\$0.00
2019 PAYABLE 2020	Spring Ditch	SA	19/20 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2019 PAYABLE 2020	Special Assessment - Base Amount	SA	Spring SA Base: SW20004549	\$11.40	\$0.00
2019 PAYABLE 2020	Fall Tax	Tax	19/20 Fall Tax	\$207.54	\$0.00
2018 PAYABLE 2019	Spring Tax	Tax	18/19 Spring Tax	\$196.76	\$0.00
2018 PAYABLE 2019	Spring Ditch	SA	18/19 Spring Ditch: 051 - MISSISSINEWA	\$10.00	\$0.00
2018 PAYABLE 2019	Special Assessment - Base Amount	SA	Spring SA Base: SW19032451	\$11.40	\$0.00
2018 PAYABLE 2019	Fall Tax	Tax	18/19 Fall Tax	\$196.76	\$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	ax Year Amount	
2024 PAYABLE 2025	\$568.30	\$273.45
2023 PAYABLE 2024	\$555.24	\$0.00
2022 PAYABLE 2023	\$566.74	\$0.00
2021 PAYABLE 2022	\$545.30	\$0.00
2020 PAYABLE 2021	\$461.14	\$0.00
2019 PAYABLE 2020	\$436.48	\$0.00
2018 PAYABLE 2019	\$414.92	\$0.00

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2024 PAYABLE 2025	05/09/2025	CORELOGIC-05-09-2025	\$294.85
2023 PAYABLE 2024	11/07/2024	CORELOGIC-11-07-2024	\$266.92
2023 PAYABLE 2024	05/06/2024	CORELOGICSPRING	\$288.32
2022 PAYABLE 2023	11/08/2023	CORELOGIC2	\$272.67
2022 PAYABLE 2023	05/01/2023	FMS CORELOGIC 2-050123	\$294.07
2021 PAYABLE 2022	11/01/2022	CORELOGIC-11-1-2022	\$261.95
2021 PAYABLE 2022	04/26/2022	CORELOGIC-04-26-2022	\$283.35
2020 PAYABLE 2021	10/28/2021	CORELOGIC 102821	\$219.87
2020 PAYABLE 2021	04/28/2021	CORELOGIC 042821	\$241.27
2019 PAYABLE 2020	10/30/2020	CORELOGIC-10-30-2020	\$207.54
2019 PAYABLE 2020	05/04/2020	CORELOGIC050420	\$228.94
2018 PAYABLE 2019	10/31/2019	CORELOGIC103119	\$196.76
2018 PAYABLE 2019	04/23/2019	CORELOGIC 04-23-2019	\$218.16

Total:

Tax Year	Amount
2024 PAYABLE 2025	\$294.85
2023 PAYABLE 2024	\$555.24
2022 PAYABLE 2023	\$566.74
2021 PAYABLE 2022	\$545.30
2020 PAYABLE 2021	\$461.14
2019 PAYABLE 2020	\$436.48
2018 PAYABLE 2019	\$414.92

Historic Districts

Historical District

none

 $\underline{\hbox{Click here for more information}}$

Sketch



Property Record Card

18-08-08-305-012.000-004 (PDF)

No data available for the following modules: Commercial Buildings.

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DELAWARE COUNTY REAL ESTATE TAX INQUIRY FOR YEAR OF "2024 PAYABLE 2025"

(NOT FOR OFFICIAL USE)

Spring Tax Due Date: May 12 2025

Fall Tax Due Date: November 10 2025

General Information

Tax Year: 2024 PAYABLE 2025

Parcel No: 18-08-08-305-012.000-004

Tax Unit: 004 DELAWARE

Owner Name: BARNES JUDITH G & ALAN D

Property Address:6614 E WOODSIDE RD ALBANY 47320Mailing Address:6614 E WOODSIDE RD Albany IN 47320

Legal Description

Legal Description: LEWIS ADD LOT 3

Legal Str: 082111

Legal Sub: Legal Plat:

Legal Block:

Legal Section: 08

Legal Lot No:

Lots:

Acreage: 0.000000

Transfer Date:

State Usage Code: 510 - RESIDENTIAL

Book: Page:

Assessed Value

R Land: 12800

NR Land: 0

R Improvements: 114200 NR Improvements: 0

Total Assessment: 127000

Exemptions and Values

Homestead: 48000

Over 65: 0 Mortgage: 0

Supplemental: 20625

Blind/Disability: 0

Rehabilitation: 0

Veteran: 0

Abatement: 0

Non-Profit: 0

Non-Profit: 0
Fertilizer: 0

Heritage Barn: 0

Current Year Spring Charges

Half Year Net Tax:	273.45
Storm Water Charge:	11.4
Ditch Charge:	10
Statement Fee:	0
Net This Installment:	294.85

SPRING DETAILS	
Spring Taxes: Delq Taxes: Delq Penalty:	0 0 0
Storm Water: Delq Storm Water: Delq Penalty:	0 0 0
Spring Ditches: Delq Ditches: Delq Penalty:	0 0 0
Spring Statement Fee: Delq Statement Fee: Delq Fee Penalty:	0 0 0
Spring Reconstructions: Delq Reconstructions: Delq Penalty:	0 0 0
Spring Sewages: Delq Sewage: Delq Penalty:	0 0 0
Spring Weed Cuts: Delq Weed Cuts: Delq Penalty:	0 0 0
Spring Mowing: Delq Mowing: Delq Penalty:	0 0 0
Spring Barrett: Delq Barrett: Delq Penalty:	0 0 0
Spring Civil Penalty: Delq Civil Penalty: Delq Penalty:	0 0 0
Spring Ineligible Homestead Deduction: Delq Ineligible: Delq Penalty:	0 0 0

Spring Due:

0

Current Year Fall Charges

Half Year Net Tax:	273.45
Storm Water Charge:	0
Ditch Charge:	0
Tax Sale:	0

Net This Installment: 273.45

FALL DETAILS		
Fall Taxes:	273.45	
Delq Taxes:	0	
Delq Penalty:	0	
Storm Water:	0	
Delq Storm Water:	0	
Delq Penalty:	0	
Fall Ditches:	0	
Delq Ditches:	0	
Delq Penalty:	0	
beig remarky.	Ü	
Tax Sale Fee:	0	
Tax Sale Cost:	0	
Delq Tax Sale Fees:		
Fall Reconstructions:	0	
Delg Reconstructions:	0	
Delq Penalty:	0	
Fall Sewages:	0	
Delq Sewage:	0	
Delq Penalty:	0	
Fall Weed Cuts:	0	
Delq Weed Cuts:	0	
Delq Penalty:	0	
Deig Fenalty.	O	
Fall Mowing:	0	
Delq Mowing:	0	
Delq Penalty:	0	
Fall Barrett:	0	
	0	
Delg Barrett:	0	
Delq Penalty:	0	
Fall Civil Penalty:	0	
Delq Civil Penalty:	0	
Delq Penalty:	0	
Fall Inclinible		
Fall Ineligible Homestead Deduction:	0	
Delq Ineligible:	0	
Delq Penalty:	0	

Fall Due: 273.45

(NOT FOR OFFICIAL USE)

ITIC

Duly Entered for Taxation Transfer Fees \$ _

NOV 3:0 2017

File No.: 20175906

Parcel Number: 18-08-08-305-012.000-004

2017R15762 **MELANIE MARSHALL** WARE COUNTY RECORDER RECORDED ON 11/30/2017 10:46 AM **REC FEE: 25.00** PAGES: 1

WARRANTY DEED

This Indenture Witnesseth, That Ryan C. Bitzegaio and Kristen R. Bitzegaio, husband and wife (Grantor) Convey(s) and Warrant(s) to Judith G. Barnes and Alan D. Barnes, as wife and husband (Grantee) for the sum of One & 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Delaware County, in the State of Indiana:

Lot Numbered Three (3) in the Lewis Addition, an Addition to the City of Muncie, Indiana, a plat of which is recorded in Plat Book 7, page 27 of the records of Plats of Delaware County, Indiana.

2017R15761 This conveyance is executed pursuant to a Power of Attorney recorded as Instrument No. 2017R in the Office of the Recorder of Delaware County, Indiana.

Subject To any and all easements, assessments, agreements, and restrictions of record.

In Witness Whereof, Grantor has executed this deed this 29th day of November, 2017.

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State of Indiana, County of Delaware SS: ACKNOWLEDGMENT

Before me, a Notary Public in and for the said County and State, personally appeared Ryan C. Bitzegalo and Kristen R. Bitzegaio, husband and wife by Steve Slavin, Attorney at Law who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of November, 2017

, Notary Public

paral route address is: 00 Send tax bills to and Gr

BETH A. SO

I affirm, under the penalties rempenitry, that I have taken reasonable care to redact Security number in this document, unless required by law. James W. Trulock, Attorney-at-Law

This instrument prepared by: James W. Trulock, Attorney-at-Law

DELAWARE COUNTY RECORDER 2017R15762 PAGE 1 OF 1

3'3 ILIC

2017R15763
MELANIE MARSHALL
DELAWARE COUNTY RECORDER
RECORDED ON
11/30/2017 10:46 AM
REC FEE: 55.00
PAGES: 11

When recorded, return to: First Merchants Bank 9301 Innovations Drive, Suite 280 Daleville , IN 47334

Title Order No.: 20175906

LOAN #: 846194

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.

156-3614043-703

MIN: 1003937-0000832400-4 MERS PHONE #: 1-888-679-6377

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated November 29, 2017, to this document.

(B) "Borrower" is JUDITH G BARNES AND ALAN D BARNES, WIFE AND HUSBAND.

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 MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(D) "Lender" is First Merchants Bank.

Lender is a State Bank, under the laws of Indiana. Lender's address is 200 E. Jackson Street, Muncie, IN 47305. organized and existing .

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

Modified for FHA 9/2014 (HUD Handbook 4000.1)

Ellie Mae, Inc.

Page 1 of 10

Form 3015 1/01

INEDHA15DE 1016 INEDEED (CLS) 11/27/2017 12:53 PM PST

Initials:





DELAWARE COUNTY RECORDER 2017R15763 PAGE 1 OF 11

(E) "Note" means the promissory note signed by Borrowe	er and dated	November 29,	2017. T	he Note states that
Borrower owes Lender ONE HUNDRED ONE THOUSAN	ND SIX HUN	DRED TWENTY	FOUR AND N	NO/100*****
*****	*****	***** Dollar	s (U.S. \$101,6	24.00)
plus interest. Borrower has promised to pay this debt in r	regular Perio	dic Payments a	nd to pay the d	debt in full not later
than December 1, 2047.				
(F) "Property" means the property that is described below	w under the h	neading "Transfe	r of Rights in th	he Property."
(G) "Loan" means the debt evidenced by the Note, plus in	terest, late ch	narges due under	the Note, and	all sums due under
this Security Instrument, plus interest.		10-10-10 EACT		
(H) "Riders" means all Riders to this Security Instrument	that are exe	cuted by Borrow	er. The following	ng Riders are to be
executed by Borrower [check box as applicable]:				
□ Adjustable Rate Rider □ Condominium Rider	□ Planne	d Unit Developm	ent Rider	100
Other(s) [specify]				
A CONTRACT OF THE PARTY OF THE		4.0		

- (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 3 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) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee. (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party

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

of Delaware [Name of Recording Jurisdiction]:

has assumed Borrower's obligations under the Note and/or this Security Instrument.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 18-08-08-305-012.000-004

which currently has the address of 6614 East Woodside Road, Albany,

[Street] [City]

Indiana 47320

("Property Address"):

[Zip Code]

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Modified for FHA 9/2014 (HUD Handbook 4000.1)

Filie Mae, Inc.

Page 2 of 10



INFOHA15DE 1016 INEDEED (C 11/27/2017 12:53 PM F

DELAWARE COUNTY RECORDER 2017R15763 PAGE 2 OF 11

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 20175906

Lot Numbered Three (3) in the Lewis Addition, an Addition to the City of Muncie, Indiana, a plat of which is recorded in Plat Book 7, page 27 of the records of Plats of Delaware County, Indiana.

File No.: 20175906 Exhibit A Legal Description

Page 1 of 1

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

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

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

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note 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 14. 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:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under 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.

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, to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. 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 14 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

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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.

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.

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 sened, 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.

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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 24 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.

- 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 determines that this requirement shall cause undue hardship for the Borrower, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, dam age or impair the Property, allow the Property to deteriorate or commit waste on 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 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.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. 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 Misceilaneous 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.

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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 18, 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.

11. 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.

12. 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 17, 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 19) and benefit the successors and assigns of Lender.

13. 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. Lender may collect fees and charges authorized by the Secretary. 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 with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. 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.

14. 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.

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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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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 14 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.

- 18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. 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. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. 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 17.
- 19. 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

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. 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 acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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).

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Modified for FHA 9/2014 (HUD Handbook 4000.1)

Ellie Mae, Inc.

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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.

22. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the require-
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. 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 17 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 Securify Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Modified for FHA 9/2014 (HUD Handbook 4000.1)

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Ellie Mae, Inc.

DELAWARE COUNTY RECORDER 2017R15763 PAGE 9 OF 11

preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section

24 or applicable law.
25. 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.
26. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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

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Lender: First Merchants Bank

NMLS ID: 454552 Loan Originator: Lisa Haney NMLS ID: 543375

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.

THIS DOCUMENT WAS PREPARED BY: FIRST MERCHANTS BANK 9301 INNOVATIONS DRIVE, SUITE 280 DALEVILLE, IN 47334 765-378-8000

INDIANA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Modified for FHA 9/2014 (HUD Handbook 4000.1)

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Search Results for:

NAME: BARNES JUDITH (Super Search)

PARTY ROLE: Case Party REGION: Delaware County, IN

Showing 5 results Filter:						
Case Details	Name Birth Date	Role 🜲	Туре	Status 🜲	File Date	Disposition Date
18C04-1111-MF-000082	Barnes, Judith G	Defendant	Civil	Closed	11/04/2011	04/26/2012
18C02-0102-MI-000008	Barnes, Judith M	Plaintiff	Civil	Closed	02/28/2001	06/18/2001
18C01-0311-EU-000108	McCoy Barnes, Judith	Heir	Civil	Closed	11/07/2003	11/23/2005
18C01-0311-EU-000108	McCoy Barnes, Judith	Petitioner	Civil	Closed	11/07/2003	11/23/2005
18C01-1606-EU-000078	McCoy Barnes, Judith A	Decedent	Civil	Closed	06/28/2016	07/30/2018

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Search Results for:

NAME: BARNES ALAN (Super Search)

PARTY ROLE: Case Party REGION: Delaware County, IN

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Case Details	Name 🜲	Birth Date	Role 🔷	Туре	Status 🜲	File Date	Disposition Date
18C04-1111-MF-000082	Barnes, Alan D		Defendant	Civil	Closed	11/04/2011	04/26/2012
18I010405IF03793	BARNES, ALAN D	07/28/1959	DEFENDANT	Citation	Closed	05/27/2004	05/27/2004
18C01-9406-DR-000131	Barnes, Joshua Alan		Respondent	Civil	Closed	06/28/1994	07/10/2000
18H01-2207-OV-003012	Barnes, Michael Alan		Defendant	Citation	Closed	07/28/2022	12/12/2022
18H01-1108-CM-001317	Barnes, Richard Allen	10/14/1965	Defendant	Criminal	Closed	08/22/2011	01/27/2012
18H01-2506-IF-003846	Barnes, Winsor Alan	05/27/1999	Defendant	Citation	Open	06/03/2025	
18H01-2106-IF-001405	BARNES, WINSOR ALAN	05/27/1999	Defendant	Citation	Closed	06/02/2021	07/21/2021

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