



**LIEN SEARCH
PRODUCT COVER SHEET**

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-TC-02387	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	STEPHANIE OSBORN		
PROPERTY ADDRESS:	420 WATER STREET, KENDALLVILLE, IN 46755		
CITY, STATE AND COUNTY:	KENDALLVILLE, INDIANA (IN) AND NOBLE		

SEARCH INFORMATION

SEARCH DATE:	06/25/2025	EFFECTIVE DATE:	06/24/2025
NAME(S) SEARCHED:	OSBORN, STEPHANIE MCKINNEY, RICHARD ALLEN GREEN, MATTHEW HAYES VIRGINIA L REVOCABLE TRUST		
ADDRESS/PARCEL SEARCHED:	420 WATER STREET, KENDALLVILLE, IN 46755/ 57-07-33-320-031.000-020		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

RICHARD ALLEN MCKINNEY AND STEPHANIE OSBORN, HUSBAND AND WIFE

COMMENTS:	
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VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	MATTHEW GREEN
DATED DATE:	09/23/2024	GRANTEE:	RICHARD ALLEN MCKINNEY AND STEPHANIE OSBORN, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	10/01/2024
INSTRUMENT NO:	241000015		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2025 (SPRING)	TAX YEAR:	2025 (FALL)
TAX AMOUNT:	\$933.18	TAX AMOUNT:	\$933.18
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:	\$224,000.00
DATED DATE:	09/23/2024	RECORDED DATE	10/01/2024
INSTRUMENT NO:	241000016	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	RICHARD ALLEN MCKINNEY AND STEPHANIE OSBORN, HUSBAND AND WIFE		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR STOCKTON MORTGAGE CORPORATION		
TRUSTEE:	N/A		
COMMENTS:			

FOR PREAMBLE

CITY/TOWNSHIP/PARISH:	CITY OF KENDALLVILLE
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ADDITIONAL NOTES

TRUSTEE'S DEED RECORDED ON 12/18/2023 AS INSTRUMENT NO. 231200271.

QUIT-CLAIM DEED RECORDED ON 10/17/1994 AS INSTRUMENT NO. 9410453.

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED IN NOBLE COUNTY, STATE OF INDIANA:

THIRTY-TWO FEET OF THE NORTH SIDE OF LOT 8 IN BLOCK 5 IN MINOT'S ADDITION TO KENDVALLVILLE AS RECORDED IN NOBLE COUNTY DEED RECORD 12, PAGE 159.

ALSO:

FIVE FEET BY PARALLEL LINES OFF THE SOUTH SIDE OF LOT #5 IN BLOCK #5 IN MINOT'S ADDITION TO KENDALLVILLE AS RECORDED IN NOBLE COUNTY DEED RECORD 12, PAGE 159.

Noble County, IN

Summary (Auditor)

Parcel ID	57-07-33-320-031.000-020
Bill ID	008-100854-00
Reference #	570728300058000020
Property Address	420 Water St Kendallville, IN, 46755
Brief Legal Description	Minots Add 32' N Side Lot 8 Blk 5. (320-031) Minots Add 5' S Side Lot 5 Blk 5 (320-266) (Note: Not to be used on legal documents)
Class	RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT
Tax District	57020 Kendallville-Way
Tax Rate Code	8065 - Adv Tax Rate
Property Type	82 - Residential
Mortgage Co	27456136 - CORELOGIC REAL ESTATE TAX SERVICE
Last Change Date	3/10/2025

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels.
FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due,
or the Assessor's Office for information on assessed values.



Tax Rate

2.4451

Ownership (Auditor)

Deeded Owner
McKinney Richard Allen & Stephanie Osborn
420 Water St
Kendallville, IN 46755

Taxing District (Assessor)

County: Noble
Township: WAYNE TOWNSHIP
State District: 57020 KENDALLVILLE CITY-WAYNE TOWNSH
Local District: 57008
School Corp: EAST NOBLE
Neighborhood: 2050700 K'Ville Wayne Original Town s of Diamond St

Site Description (Assessor)

Topography: Flat
Public Utilities: All
Street or Road: Paved , Sidewalk , Alley
Area Quality: Static
Parcel Acreage: 0.14

Sales

Sale Date	Sale Price	Parcel Count	Valid
9/23/2024	\$280,000	1	Y
12/12/2023	\$145,500	1	N

Transfer History (Assessor)

For current transfer history, see Transfer History (Auditor) below.

Date	New Owner	Doc ID	Book/Page	Sale Price
10/1/2024	MCKINNEY RICHARD ALLEN & STEPHANIE OSBORN	241000015		\$280,000.00
12/18/2023	GREEN MATTHEW	231200271		\$145,500.00
10/17/1994	HAYES JOSEPH B VIRGINIA L			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
10/1/2024	Green Matthew	Warranty			241000015
12/18/2023	Hayes Joseph B & Virginia L Revocable Trust **Hayes Joseph B & Virginia L Trustees**	Trustee's Deed			231200271
9/24/2015					
10/17/1994	Hayes Joseph B & Virginia L	Deed			9410453

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2025	2024	2024 (2)	2023	2022
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/4/2025	7/1/2024	4/11/2024	4/7/2023	4/15/2022
Land	\$15,800	\$15,800	\$15,800	\$13,800	\$13,300
Land Res (1)	\$15,800	\$15,800	\$15,800	\$13,800	\$13,300
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$250,300	\$178,800	\$178,800	\$160,000	\$158,200
Imp Res (1)	\$250,300	\$178,800	\$178,800	\$160,000	\$158,200
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$266,100	\$194,600	\$194,600	\$173,800	\$171,500
Total Res (1)	\$266,100	\$194,600	\$194,600	\$173,800	\$171,500
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Exemptions

Type	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Homestead	STD_EX	\$48,000.00	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplement STD	\$54,975.00	\$50,320.00	\$44,275.00	\$37,345.00	\$32,095.00

Homestead Allocations

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Land	\$15,800.00	\$13,800.00	\$13,300.00	\$12,700.00	\$11,400.00
Res Land	\$15,800.00	\$13,800.00	\$13,300.00	\$12,700.00	\$11,400.00
Improve	\$178,800.00	\$160,000.00	\$158,200.00	\$139,000.00	\$125,300.00
Res Improve	\$178,800.00	\$160,000.00	\$158,200.00	\$139,000.00	\$125,300.00

Tax History

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.
Note: Total due amount rolls forward to the most current year

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$930.68	\$783.66	\$853.34	\$746.05	\$640.32
+ Spring Penalty	\$0.00	\$78.37	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$930.68	\$783.66	\$853.34	\$746.05	\$640.32
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$5.00	\$5.25	\$5.00	\$0.00	\$0.00
	501 Rimmell - \$5.00	501 Rimmell - \$5.25	501 Rimmell - \$5.00		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1866.36	\$1,650.94	\$1,711.68	\$1,492.10	\$1,280.64
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$933.18)	(\$1,650.94)	(\$1,711.68)	(\$1,492.10)	(\$1,280.64)
= Total Due	\$933.18	\$0.00	\$0.00	\$0.00	\$0.00

Property taxes for 2024 Pay 2025 are certified.
First installment for 2024 Pay 2025 tax is due May 12th, 2025. The second installment is due November 10th, 2025.

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Pay and/or View Tax Bill

Pay and/or View Tax Bill

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025	2123417	5/8/2025	COTALITY \$3516272.03	\$933.18
2023 Pay 2024	2098382	11/12/2024	101986 CenturionLand	\$1,650.94
2022 Pay 2023	2030521	10/13/2023	M#1057 JOSEPH & VIRG	\$855.84
2022 Pay 2023	2000083	4/25/2023	1046 S Courter	\$855.84
2021 Pay 2022	1978397	10/24/2022	1036 S COURTER	\$746.05
2021 Pay 2022	1943517	4/11/2022	1014 S COURTER	\$746.05
2020 Pay 2021	1892320	4/23/2021	LB B 19 4/22/21 W/E	\$640.32
2020 Pay 2021	1892321	4/23/2021	LB B 19 4/22/21 W/E	\$640.32
2019 Pay 2020	1836585	4/21/2020	LB 4/21/20 B10 W/E	\$599.04
2019 Pay 2020	1836586	4/21/2020	LB 4/21/20 B10 W/E	\$599.04
2018 Pay 2019	1792204	5/2/2019	LB 5/1/19 B 10 W/E	\$1,189.44
2017 Pay 2018	1741867	5/4/2018	LB 5/4/18 B1 W/E	\$533.02
2017 Pay 2018	1741868	5/4/2018	LB 5/4/18 B1 W/E	\$533.02
2016 Pay 2017	1671135	4/25/2017	lb 4/24/17 b4 w/e	\$503.38
2016 Pay 2017	1671136	4/25/2017	lb 4/24/17 b4 w/e	\$503.38
2015 Pay 2016	1651605	10/27/2016	M W/E 9325 VIRGINIA	\$529.26
2015 Pay 2016	1615840	4/21/2016	4/20/16 B12 W/E	\$529.26
2014 Pay 2015	1600986	11/5/2015	lb 11/4/15 b 11 w/e	\$504.96
2014 Pay 2015	1566885	5/5/2015	lb 5/4/15 b 3 w/e	\$504.96
2013 Pay 2014	1536424	10/27/2014	m w/e 2p 9026	\$519.72
2013 Pay 2014	1508008	4/28/2014	lb 4/25/14 b1 w/e	\$519.72

Tax Estimator

[Link to DLGF Tax Estimator](#)

Special Assessments

501 Rimmell	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Spring Tax	\$2.50	\$2.50	\$2.50	\$0.00	\$0.00
Spring Penalty	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$2.50	\$2.50	\$2.50	\$0.00	\$0.00
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
(F) FRONT LOT		32	165	32x165	\$437.00	\$428.00	\$13,696.00	0%	\$13,700.00
(F) FRONT LOT		5	165	5x165	\$437.00	\$428.00	\$2,140.00	0%	\$2,140.00

Tax Statements (Treasurer)

- [2024 Pay 2025 Tax Statement \(PDF\)](#)
- [2023 Pay 2024 Tax Statement \(PDF\)](#)
- [2022 Pay 2023 Tax Statement \(PDF\)](#)
- [2021 Pay 2022 Tax Statement \(PDF\)](#)
- [2020 Pay 2021 Tax Statement \(PDF\)](#)
- [2019 Pay 2020 Tax Statement \(PDF\)](#)
- [2018 Pay 2019 Tax Statement \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

Residential

Description	SINGLE-FAMILY RESIDENCE
Story Height	2
Style	
Finished Area	2688
# Fireplaces	0
Heat Type	Hot Water or Steam
Air Cond	0
Bedrooms	5
Living Rooms:	0
Dining Rooms:	1
Family Rooms:	1
Finished Rooms:	13
Full Baths	2
Full Bath Fixtures	6
Half Baths	0
Half Bath Fixtures	0
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

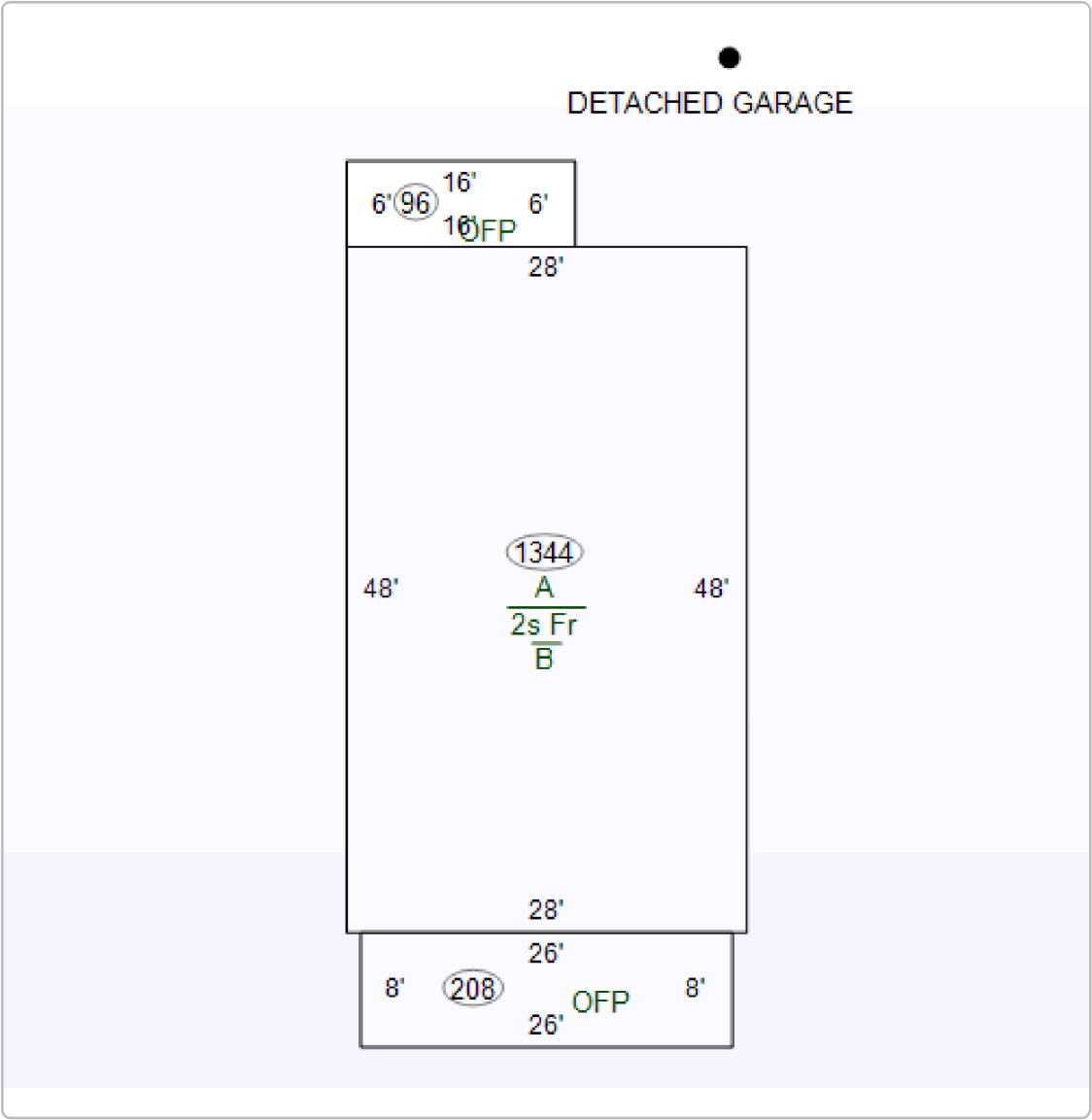
Floor	Construction	Base	Finish
1	Wood Frame	1344	1344
2	Wood Frame	1344	1344
A		1344	0
B		1344	0

Features	Area
Porch, Open Frame	208
Porch, Open Frame	96

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
SINGLE-FAMILY RESIDENCE	100	C	1890	1985	A	0.95	2688	1.17	0
DETACHED GARAGE	100	C	1998	1998	A	0.95	864	1.17	0

Sketches



Sketches Last Updated April 2025.

Property Record Cards

- [2025 Property Record Card \(PDF\)](#)
- [2024 Property Record Card \(PDF\)](#)
- [2023 Property Record Card \(PDF\)](#)
- [2022 Property Record Card \(PDF\)](#)
- [2021 Property Record Card \(PDF\)](#)
- [2020 Property Record Card \(PDF\)](#)

Map



No data available for the following modules: Commercial.

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420 Water St
Kendallville, IN 46755

McKinney Richard Allen & Stephanie
Osborn
420 Water St
Kendallville, IN 46755

Spring Due by 05/12/2025: \$0.00

Fall Due by 11/10/2025: \$933.18

\$933.18

Total Due ⓘ

Property Information

Tax Year/Pay Year	TIF
2024 / 2025	None
Parcel Number	Homestead Credit Filed?
57-07-33-320-031.000-020	Yes
Duplicate Number	Over 65 Circuit Breaker?
9345	No
Property Type	Legal Description
Real	Note: Not to be used on legal documents
Tax Unit / Description	Minots Add 32' N Side Lot 8 Blk 5. (320-031)Minots Add 5' S Side Lot 5 Blk 5 (320-266)
Property Class	Section-Township-Range
RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT	No Info
Mortgage Company	Parcel Acres
CORELOGIC REAL ESTATE TAX SERVICE	No Info
Mtg Company Last Changed	Lot Number
03/10/2025	No Info
	Block/Subdivision
	No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$930.68	\$0.00	\$930.68
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$930.68	\$0.00	\$930.68
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$5.00	\$0.00	\$5.00
Late Fine:	\$0.00	\$0.00	\$0.00
Late Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00

	Tax Bill	Adjustments	Balance
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$378.95	\$0.00	\$378.95
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$0.00	\$0.00	\$0.00
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$1,861.36
Other Assess (+):			\$5.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$1,866.36
Receipts:			\$933.18
Total Due:			\$933.18
Surplus Transfer:			\$0.00
Account Balance:			\$933.18

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2025	05/07/2025	S	\$933.18	Lock Box Payment 5/6/2025	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$933.18	\$933.18	\$0.00	\$1,866.36	\$933.18
2024					
2023					
2022					
2021					

Tax Overview

Current Tax Summary

Tax Summary Item	2024	2025
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$173,800	\$194,600
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$173,800	\$194,600
2a. Minus deductions	(\$98,320)	(\$102,975)
3. Equals subtotal of net assessed value of property	\$75,480	\$91,625
3a. Multiplied by your local tax rate	2.5493	2.4451
4. Equals gross tax liability	\$1,924.20	\$2,240.31
4a. Minus local property tax credits	(\$356.88)	(\$378.95)
4b. Minus savings due to property tax cap	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$1,567.32	\$1,861.36

Assessed Values as of 07/01/2024

Land Value	\$15,800
Improvements	\$178,800

Exemptions / Deductions

Description	Amount
STD_EX	\$48,000.00
Count: 2	\$102,975.00

Description	Amount
Supplement STD	\$54,975.00
Count: 2	\$102,975.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance	
501 Rimmell	\$5.00	\$0.00	\$5.00	

History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
Combined (Kept)	09/24/2015	09/24/2015	2017	57-07-33-320-266.000-020	No Info	No Info	No Info

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Green Matthew	10/01/2024		241000015		
Hayes Joseph B & Virginia L Revocable Trust **Hayes Joseph B & Virginia L Trustees**	12/18/2023		231200271		
Hayes Joseph B & Virginia L	10/17/1994		9410453		



DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
Oct 01 2024 BE
Shelley Mawhorter
NOBLE COUNTY AUDITOR

008-100854-00

Parcel ID No. 57-07-33-320-031.000-020
IN242460

241000015
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
10/01/2024 08:20 AM
REC FEE: 25.00 PGS: 3
ELECTRONICALLY RECORDED

CENTURION LAND TITLE INC. **WARRANTY DEED**

THIS INDENTURE WITNESSETH, THAT **Matthew Green** ("Grantor") CONVEY(S) AND WARRANT(S) TO **Richard Allen McKinney and Stephanie Osborn, husband and wife** ("Grantee") in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Noble County, in the State of Indiana:

SEE ATTACHED EXHIBIT "A" (Real Estate)

COMMONLY KNOWN AS: 420 Water Street, Kendallville, IN 46755

SUBJECT TO all easements, covenants, conditions, and restrictions of record.

SUBJECT TO all current real estate taxes and assessments and all subsequent taxes and assessments, whether due and owing now or in the future.

IN WITNESS WHEREOF, the undersigned has executed this deed this 23 day of September, 2024.

Matthew Green
Matthew Green

The person(s) signing this deed ("Grantor(s)") acknowledges that Nicholas J. Hursh ("Attorney"), has provided Grantor(s), per the request of Grantor(s), the limited service of preparing this document based solely on information provided to Centurion Land Title, Inc., a title insurance agency, by the Grantor(s). Grantor(s) further acknowledges that Attorney's scope of services does not include legal advice on the transfer contemplated in this document. Grantor(s) has(have) been advised that the transfer of real estate can have significant legal and tax consequences, including, but not limited to, the form of tenancy in which the transferees will hold title, and Grantor(s) should consult with their attorney, accountant and other advisors prior to executing this deed.

STATE OF INDIANA

SS:

COUNTY OF Allen

Before me, the undersigned, a Notary Public and resident of said County and State, this 23 day of September, 2024 personally appeared Matthew Green and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 10/23/2029

Name: Andy Milentis

Notary Public **ANDY MILENTIS**



ANDY MILENTIS, Notary Public
Allen County, State of Indiana
Commission Number NP0648538
My Commission Expires October 23, 2029

This instrument was prepared by Nicholas J. Hursh, Shambaugh, Kast, Beck & Williams, LLP, 229 West Berry Street, Suite 400, Fort Wayne, IN 46802, Attorney No.#29968-02.

MAIL TO: 420 Water Street Kendallville IN 46755
Grantee's Mailing Address to which the tax statement should be mailed under I.C. 6-1.1-22-8.1

SAME

Grantee's Street Address or Rural Route Address if different than Mailing Address

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. Nicholas J. Hursh

IN242460

Exhibit "A"
Legal Description

THE FOLLOWING DESCRIBED IN NOBLE COUNTY, STATE OF INDIANA:

THIRTY-TWO FEET OF THE NORTH SIDE OF LOT 8 IN BLOCK 5 IN MINOT'S ADDITION TO KENDVALLVILLE AS RECORDED IN NOBLE COUNTY DEED RECORD 12, PAGE 159.

ALSO:

FIVE FEET BY PARALLEL LINES OFF THE SOUTH SIDE OF LOT #5 IN BLOCK #5 IN MINOT'S ADDITION TO KENDALLVILLE AS RECORDED IN NOBLE COUNTY DEED RECORD 12, PAGE 159.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
Dec 18 2023 BE
Shelley Mawhorter
NOBLE COUNTY AUDITOR

008-100854-00

231200271
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
12/18/2023 08:42 AM
REC FEE: 25.00 PGS: 8
ELECTRONICALLY RECORDED

TRUSTEE'S DEED

148691

THIS INDENTURE WITNESSETH, that Susan L. Courter and Judith A. Huss,
Successor Co-Trustees of the Joseph B. Hayes and Virginia L. Hayes Revocable
Trust Agreement, dated October 13, 1994, (Grantor) conveys and warrants to Matthew
Green, a married man, (Grantee) over the age of eighteen (18) years of age, for the sum of
Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, the following-described real estate located in Noble County, State
of Indiana, to-wit:

Tax Parcel Number:	57-07-33-320-031.000-020
Common Address:	420 Water Street, Kendallville, IN 46755
Legal Description:	See attached Exhibit A

Grantor hereby certifies that under the specific terms of the Trust, as well as under
Indiana Code 30-4-3-3(a)(1), the Trustee(s) has the authority to sell and convey the above-
described real estate; and under Indiana Code 30-4-4-1(a) any third party dealing with the
Trustee herein may assume, without inquiry, that the Trustee(s) has such power and shall
not be responsible for the application of money and consideration paid to the Trustee(s).

Recital: Subject to easements and restrictions of record.

Recital: All taxes have been prorated to the date of closing and Grantee assumes and agrees to pay all subsequent taxes.

IN WITNESS WHEREOF, Grantor has executed this Trustee's Deed on
12-12-2023

Susan L. Courter Co-Trustee

Susan L. Courter, Co-Trustee
of the Joseph B. Hayes and
Virginia L. Hayes Revocable
Trust Agreement, dated
October 13, 1994

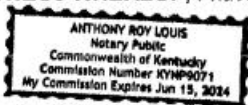
~~Judith A. Huss, Co-Trustee
of the Joseph B. Hayes and
Virginia L. Hayes Revocable
Trust Agreement, dated
October 13, 1994~~

STATE OF KENTUCKY)
COUNTY OF BOONE) SS:

Acknowledged before me on 12-12-2023, 2023 by **Susan L. Courter**
as Successor Co-Trustee of the Joseph B. Hayes and Virginia L. Hayes Revocable Trust
Agreement, dated October 13, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[SEAL]



My Commission Expires:

06/15/2024


ANTHONY ROY LOUIS Notary Public
Resident of KENTUCKY County, BOONE

STATE OF _____)
COUNTY OF _____) SS:

Acknowledged before me on _____, 2023 by **Judith A. Huss** as
Successor Co-Trustee of the Joseph B. Hayes and Virginia L. Hayes Revocable Trust
Agreement, dated October 13, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[SEAL]

My Commission Expires:


Notary Public
Resident of _____ County, _____

Recital: All taxes have been prorated to the date of closing and Grantee assumes and agrees to pay all subsequent taxes.

IN WITNESS WHEREOF, Grantor has executed this Trustee's Deed on

12-12-2023

Susan L. Courter, Co-Trustee
of the Joseph B. Hayes and
Virginia L. Hayes Revocable
Trust Agreement, dated
October 13, 1994



Judith A. Huss, Co-Trustee
of the Joseph B. Hayes and
Virginia L. Hayes Revocable
Trust Agreement, dated
October 13, 1994

STATE OF _____)
COUNTY OF _____) SS:

Acknowledged before me on _____, 2023 by **Susan L. Courter**
as Successor Co-Trustee of the Joseph B. Hayes and Virginia L. Hayes Revocable Trust
Agreement, dated October 13, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[SEAL]

My Commission Expires: _____

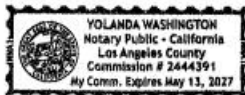
Resident of _____ Notary Public
County, _____

STATE OF California)
COUNTY OF Los Angeles) SS:

Acknowledged before me on December 12, 2023 by **Judith A. Huss** as
Successor Co-Trustee of the Joseph B. Hayes and Virginia L. Hayes Revocable Trust
Agreement, dated October 13, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[SEAL]



My Commission Expires: _____

May 13, 2027

Y. Washington
Resident of California Notary Public
County, Los Angeles

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On December 12, 2023 before me, Yolanda Washington, Notary Public
(insert name and title of the officer)

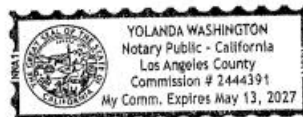
personally appeared Judith A. Huss *****
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Yolanda Washington, Notary Public

(Seal)



**Grantee's Address;
Send Tax Statements to:**
Matthew Green
420 Water St.
Kendallville, IN 46755

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, Michael M. Yoder.

This instrument prepared by Michael M. Yoder, Attorney at Law
P.O. Box 633, Kendallville, IN 46755 (260) 347-9400

EXHIBIT A

Tax Parcel Number: 57-07-33-320-031.000-020
Common Address: 420 Water Street, Kendallville, IN 46755

The Land referred to herein below is situated in the County of Noble, State of Indiana, and is described as follows:

Thirty-two feet of the north side of Lot 8 in Block 5 in Minot's Addition to Kendallville as recorded in Noble County Deed record 12, page 159.

ALSO:

Five feet by parallel lines off the South side of Lot #5 in Block #5 in Minot's Addition to Kendallville as recorded in Noble County Deed record 12, page 159.

MAR. TAX BILLS TO:
420 Water Street
Kendallville, IN 46755

QUIT-CLAIM DEED

This instrument witnesses that JOSEPH B. HAYES and VIRGINIA L. HAYES, Husband and Wife,
each a competent adult

of Noble County in the State of Indiana

Release and quit claims to JOSEPH B. HAYES and VIRGINIA L. HAYES, Co-Trustees of the
JOSEPH B. HAYES AND VIRGINIA L. HAYES REVOCABLE TRUST
AGREEMENT, dated October 13, 1994

of Noble County in the State of Indiana
for and in consideration of Love and Affection and other valuable considerations
the receipt whereof is hereby acknowledged, the following Real Estate in
Noble County in the State of Indiana:

Thirty-two feet of the north side of Lot 8 in Block 5 in Minor's Addition to
Kendallville.

ALSO:

Five feet by parallel lines off the South side of Lot #5 in Block #5 in Minor's
Addition to Kendallville as recorded in Noble County Deed Record Book 12, page 159.

Subject to all legal highways and easements and restrictions of record.

Subject to taxes.

RECEIVED FOR RECORD
MARY ANN HOUSER
NOBLE COUNTY RECORDER

Duty Entered For Taxation

9410453

94 OCT 17 PM 12:46

OCT 17 1994

Carol A. Huff
Auditor of Noble County
Instrument 9410453

State of Indiana, Noble County, ss:
Before me, the undersigned, a Notary Public
in and for said County and State, this 13th
day of October, 1994,
personally appeared:

Joseph B. Hayes and Virginia L. Hayes,
Husband and Wife, each a competent adult

And acknowledged the execution of the
foregoing deed. In witness whereof, I have
hereunto subscribed my name and affixed my
official seal.

My commission expires May 25, 1997

John C. Thrapp
John C. Thrapp Notary Public
President of Allen County

This instrument prepared by John C. Thrapp, Sup. Ct. #1269-57, Attorney at Law

Dated this 13th day of October, 1994

Joseph B. Hayes
Joseph B. Hayes

Virginia L. Hayes
Virginia L. Hayes

241000016
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
10/01/2024 08:20 AM
REC FEE: 55.00 PGS: 15
ELECTRONICALLY RECORDED

When recorded, return to:
Stockton Mortgage Corporation
ATTN: Post Closing
88 C. Michael Davenport Blvd.
Frankfort, KY 40601

LOAN #: 5310245275

[Space Above This Line For Recording Data]

CASE #: 26-26-6-0861483

11242400
CENTURION LAND TITLE INC.

MORTGAGE

MIN 1002742-1300157337-3
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is **RICHARD ALLEN MCKINNEY AND STEPHANIE OSBORN, HUSBAND AND WIFE**

currently residing at **9404 W Shadow Lawn Dr, Yorktown, IN 47396.**

Borrower is the mortgagor under this Security Instrument.

(B) "Lender" is **Stockton Mortgage Corporation.**

Lender is a **Corporation**,
under the laws of **Kentucky**,
Frankfort, KY 40601.

organized and existing
Lender's address is **88 C. Michael Davenport Blvd.,**

The term "Lender" includes any successors and assigns of Lender.



LOAN #: 5310245275

(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 a mailing address of P.O. Box 2026, Flint, MI 48501-2026, a street address of 11819 Miami Street, Suite 100, Omaha, NE 68164. The MERS telephone number is (888) 679-MERS.

Documents

(D) "Note" means the promissory note dated **September 23, 2024**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender

TWO HUNDRED TWENTY FOUR THOUSAND AND NO/100 Dollars (U.S. **\$224,000.00**) plus interest. Each

Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **October 1, 2054**.

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower (check box as applicable):

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

(F) "Security Instrument" means this document, which is dated **September 23, 2024**, together with all Riders to this document.

Additional Definitions

(G) "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.

(H) "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.

(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.



LOAN #: 5310245275

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

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the 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 mortgages, grants, and conveys 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 of Noble:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of **420 WATER ST, Kendalville** [Street] [City]

Indiana **46755-2182** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.



LOAN #: 5310245275

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

2. Acceptance and Application of Payments or Proceeds.

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) **Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

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

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

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

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

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

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

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

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security



LOAN #: 5310245275

Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

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

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

(e) **Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or



LOAN #: 5310245275

decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

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

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

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

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (i) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (ii) appearing in court; and (iii) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will 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 will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.



LOAN #: 5310245275

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

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

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

Lender will no 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 will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

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

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

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

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

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

(c) **Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.



LOAN #: 5310245275

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

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

(d) **Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) **Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

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

15. Loan Charges.

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) **Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



LOAN #: 5310245275

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Indiana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

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

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

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

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

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

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



LOAN #: 5310245275

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

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

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

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

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law:



LOAN #: 5310245275

(i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

(b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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

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

29. Stated Maturity Date. The stated maturity date is the date by which the debt must be paid in full as set forth in the definition of Note.

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


RICHARD ALLEN MCKINNEY

9/23/24 (Seal)
DATE


STEPHANIE OSBORN

9/23/24 (Seal)
DATE

State of Indiana
County of Delaware

This record was acknowledged before me on SEPTEMBER 23, 2024 (date) by RICHARD ALLEN MCKINNEY and STEPHANIE OSBORN.

My commission expires: 3/7/2030


Notary Public Signature **VICTORIA HUMMER**
Commissioned in Madison
county.

Lender: Stockton Mortgage Corporation
NMLS ID: 8259
Loan Originator: Gregory Allen Thomas
NMLS ID: 138839



LOAN #: 5310245275

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.

Drew Sterling
DREW STERLING

THIS DOCUMENT WAS PREPARED BY:
DREW STERLING, V.P.
STOCKTON MORTGAGE CORPORATION
88 C. MICHAEL DAVENPORT BLVD.
FRANKFORT, KY 40601
888-914-2276

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22)
ICE Mortgage Technology, Inc. Page 12 of 12

IN21EDED 0123
IN2EDED (CLS)
09/19/2024 06:30 AM PST



IN242460

Exhibit A Legal Description

THE FOLLOWING DESCRIBED IN NOBLE COUNTY, STATE OF INDIANA:

THIRTY-TWO FEET OF THE NORTH SIDE OF LOT 8 IN BLOCK 5 IN MINOT'S
ADDITION TO KENDVALLVILLE AS RECORDED IN NOBLE COUNTY DEED RECORD 12,
PAGE 159.

ALSO:

FIVE FEET BY PARALLEL LINES OFF THE SOUTH SIDE OF LOT #5 IN BLOCK #5 IN
MINOT'S ADDITION TO KENDALLVILLE AS RECORDED IN NOBLE COUNTY DEED
RECORD 12, PAGE 159.

LOAN #: 5310245275
CASE #: 26-26-6-0861483
MIN: 1002742-1300157337-3

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **23rd** day of **September, 2024**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **Stockton Mortgage Corporation, a Corporation**

(herein "Lender")
and covering the Property described in the Security Instrument and located at
**420 WATER ST
Kendallville, IN 46755-2182**

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding **4.000 % of any installment** when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

ACCELERATION: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. 3714.



LOAN #: 5310245275


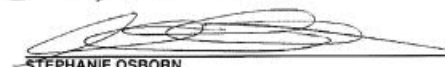
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which 38 U.S.C. 3714 applies.

(c) **INDEMNITY LIABILITY ASSUMPTION:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

 RICHARD ALLEN MCKINNEY	<u>9/29/24</u> (Seal) DATE
 STEPHANIE OSBORN	<u>9/23/24</u> (Seal) DATE



LOAN #: 5310245275


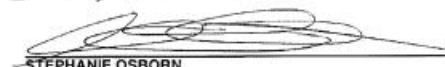
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which 38 U.S.C. 3714 applies.

(c) **INDEMNITY LIABILITY ASSUMPTION:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

 RICHARD ALLEN MCKINNEY	<u>9/29/24</u> (Seal) DATE
 STEPHANIE OSBORN	<u>9/30/24</u> (Seal) DATE



Criteria: Party Name = OSBORN STEPHANIE

Last Indexed Date: 06/24/2025

Last Verified Date: 06/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
10/01/2024	09/23/2024	241000016	MORTGAGE	OSBORN STEPHANIE		MORTGAGOR
10/01/2024	09/23/2024	241000015	WARRANTY...	OSBORN STEPHANIE		GRANTEE

Criteria: Party Name = GREEN MATTHEW

Last Indexed Date: 06/24/2025

Last Verified Date: 06/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
11/08/2024	10/30/2024	241100153	WARRANTY...	GREEN MATTHEW		GRANTEE
10/01/2024	09/23/2024	241000015	WARRANTY...	GREEN MATTHEW		GRANTOR
12/18/2023	12/12/2023	231200271	WARRANTY...	GREEN MATTHEW		GRANTEE
09/12/2022	08/22/2022	220900188	RELEASE ...	GREEN MATTHEW		MORTGAGEE
09/02/2022	08/02/2022	220900027	MORTGAGE	GREEN MATTHEW JOHN		MORTGAGEE
06/08/2022	06/07/2022	220600150	RELEASE ...	GREEN MATTHEW JOHN		MORTGAGEE
03/10/2022	03/04/2022	220300266	WARRANTY...	GREEN MATTHEW		GRANTOR
03/01/2021	02/25/2021	210300050	WARRANTY...	GREEN MATTHEW		GRANTEE
11/18/2019	10/29/2019	191100353	MORTGAGE	GREEN MATTHEW JOHN		MORTGAGOR
06/10/2013	06/05/2013	130600187	RELEASE ...	GREEN MATTHEW JOHN		MORTGAGOR
06/07/2013	05/31/2013	130600159	MORTGAGE	GREEN MATTHEW JOHN		MORTGAGOR
06/07/2013	06/05/2013	130600158	RELEASE ...	GREEN MATTHEW JOHN		MORTGAGOR
06/07/2013	06/05/2013	130600157	RELEASE ...	GREEN MATTHEW JOHN		MORTGAGOR
08/26/2011	08/25/2011	110800465	DEED	GREEN MATTHEW Q		GRANTOR
09/01/2010	07/30/2010	100900015	AGREEMEN...	GREEN MATTHEW JOHN		GRANTOR

DataSource: Noble, IN

Criteria: Party Name = HAYES VIRGINIA L REVOCABLE TRUST

Last Indexed Date: 06/24/2025

Last Verified Date: 06/24/2025

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
09/15/2014	09/11/2014	140900478	RELEASE ...	HAYES VIRGINIA L REV...		MORTGAGOR
10/17/1994	10/13/1994	9410453	DEED	HAYES VIRGINIA L REV...		GRANTEE