



**LIEN SEARCH
Product Cover Sheet**

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-UFB-01467	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	MARY J PREVO		
PROPERTY ADDRESS:	613 KECK AVE, EVANSVILLE, IN 47711		
CITY, STATE AND COUNTY:	EVANSVILLE, INDIANA (IN) AND VANDERBURGH		

SEARCH INFORMATION

SEARCH DATE:	01/21/2025	EFFECTIVE DATE:	01/17/2025
NAME(S) SEARCHED:	MARY J PREVO AND MICHELLE J BENNETT		
ADDRESS/PARCEL SEARCHED:	613 KECK AVE, EVANSVILLE, IN 47711/82-06-17-031-040.013-029		

ASSESSMENT INFORMATION

COMMENTS:	
-----------	--

CURRENT OWNER VESTING

MICHELLE J. BENNETT	
COMMENTS:	

VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	MARY J. PREVO
DATED DATE:	04/02/2010	GRANTEE:	MICHELLE J. BENNETT
BOOK/PAGE:	N/A	RECORDED DATE:	04/07/2010
INSTRUMENT NO:	2010R00007457		
COMMENTS:	AFFIDAVIT OF DEATH AND AFFIDAVIT FOR TRANSFER OF REAL ESTATE RECORDED ON 02/18/2022 AS INSTRUMENT 2022R00004398.		

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2025 (SPRING)	TAX YEAR:	2025 (FALL)
TAX AMOUNT:	\$2,142.40	TAX AMOUNT:	\$0.00
TAX STATUS:	NOT PAID	TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
AMOUNT:	\$1,326.20	AMOUNT:	\$742.00
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$20,000.00
DATED DATE:	05/13/2002	RECORDED DATE	06/06/2002
INSTRUMENT NO:	2002R00021513	BOOK/PAGE:	22/5573
OPEN/CLOSED:	OPEN-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MARY J. PREVO, AN INDIVIDUAL		
LENDER:	UNITED FIDELITY BANK, FSB		
TRUSTEE:	N/A		
COMMENTS:	MORTGAGEE AFFIDAVIT RECORDED ON 06/28/2012 AS INSTRUMENT 2012R00016047.		

FOR PREAMBLE

CITY/TOWNSHIP/PARISH:	CITY OF VANDERBURGH
ADDITIONAL NOTES	
WARRANTY DEED RECORDED ON 04/25/2010 IN BOOK 679 PAGE 332 AS INSTRUMENT 79-67344. POWER OF ATTORNEY TO APPLY FOR MORTGAGE EXEMPTION RECORDED ON 04/25/1979 AS INSTRUMENT 79-07346. PLAT RECORDED ON 10/21/1993 AS INSTRUMENT 93-28690.	
LEGAL DESCRIPTION	
THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN VANDERBURGH COUNTY, INDIANA, TO-WIT: PART OF LOT TWENTY-EIGHT (28), ALL OF LOT TWENTY-NINE (29) AND PART OF LOT THIRTY (30), BLOCK FOUR (4), IN DIXIE BEE, AN ADDITION TO THE CITY OF EVANSVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGES 94 AND 95, IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY-NINE (29), RUNNING THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF LOT TWENTY-EIGHT (28) FIVE (5) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, THENCE WEST TO THE SOUTHWEST CORNER OF LOT TWENTY-NINE (29), THENCE NORTHWESTERLY TO A POINT IN THE NORTH LINE OF SAID LOT THIRTY (30) FIVE (5) FEET WEST OF THE NORTHEAST CORNER OF SAID LOT THIRTY (30), THENCE EAST TO THE PLACE OF BEGINNING.	

General Information

Parcel Number 82-06-17-031-040.013-029

Local Parcel Number 11-680-31-040-013

Tax ID:

Routing Number 31-40-13

Property Class 510 1 Family Dwell - Platted Lot

Year: 2024

Location Information

County Vanderburgh

Township PIGEON TOWNSHIP

District 029 (Local 011) EVANSVILLE CITY-PIGEON

School Corp 7995 EVANSVILLE-VANDERBURGH

Neighborhood 110901-029 PIGEON CITY 110901

Section/Plat

Location Address (1) 613 KECK AVE EVANSVILLE, IN 47711

Zoning

Subdivision

Lot

Market Model 110901-029 - Residential

Characteristics

Topography Level Flood Hazard

Public Utilities All ERA

Streets or Roads Paved, Sidewalk TIF

Neighborhood Life Cycle Stage Other

Printed Thursday, April 25, 2024 Review Group 2026

Ownership

BENNETT, MICHELLE J 613 KECK AVE EVANSVILLE, IN 47711

Legal

DIXIE BEE ADD PT L 28 & L 29 & PT L 30 BL 4



Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include transactions from 02/18/2022 to 04/25/1979.

Notes

Valuation Records (Work In Progress values are not certified values and are subject to change)

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total. Rows show data for years 2020-2024.

Land Data (Standard Depth: Res 150', CI 150' Base Lot: Res 50' X 142', CI 50' X 142')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value.

Land Computations

Table with columns: Computation Name, Value. Rows include Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

General Information

Occupancy Single-Family
 Description Single-Family R 01
 Story Height 1
 Style 20 - One Story Reside
 Finished Area 1242 sqft
 Make

Floor Finish

- Earth Tile
- Slab Carpet
- Sub & Joist Unfinished
- Wood Other
- Parquet

Wall Finish

- Plaster/Drywall Unfinished
- Paneling Other
- Fiberboard

Roofing

- Built-Up Metal Asphalt Slate Tile
- Wood Shingle Other

Exterior Features

Description	Area	Value
Porch, Open Masonry	189	\$8,000

Plumbing

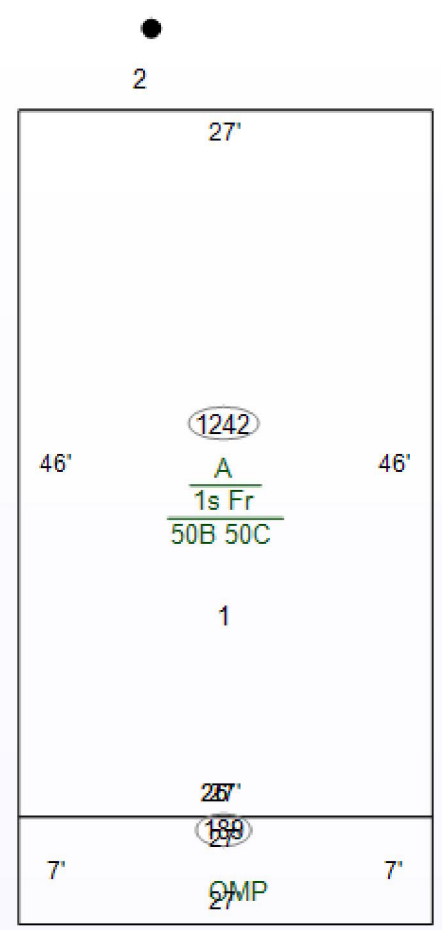
	#	TF
Full Bath	2	6
Half Bath	0	0
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	0	0
Total	4	8

Accommodations

Bedrooms	2
Living Rooms	0
Dining Rooms	1
Family Rooms	0
Total Rooms	5

Heat Type

Central Warm Air



Specialty Plumbing

Description	Count	Value
-------------	-------	-------

Cost Ladder

Floor Constr	Base	Finish	Value	Totals
1 1Fr	1242	1242	\$92,100	
2				
3				
4				
1/4				
1/2				
3/4				
Attic	1242	0	\$7,200	
Bsmt	621	0	\$21,000	
Crawl	621	0	\$5,000	
Slab				

Total Base \$125,300

Adjustments 1 Row Type Adj. x 1.00 \$125,300

Unfin Int (-)	\$0
Ex Liv Units (+)	\$0
Rec Room (+)	\$0
Loft (+)	\$0
Fireplace (+)	MS:1 MO:1 \$4,500
No Heating (-)	\$0
A/C (+)	\$0
No Elec (-)	\$0
Plumbing (+ / -)	8 - 5 = 3 x \$800 \$2,400
Spec Plumb (+)	\$0
Elevator (+)	\$0

Sub-Total, One Unit \$132,200

Sub-Total, 1 Units

Exterior Features (+) \$8,000 \$140,200

Garages (+) 0 sqft \$0 \$140,200

Quality and Design Factor (Grade) 0.85

Location Multiplier 0.93

Replacement Cost \$110,828

Summary of Improvements

Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family R 01	1	Wood Fr	D+1	1919	1919	105 A		0.93		3,105 sqft	\$110,828	50%	\$55,410	0%	100%	1.000	1.100	100.00	0.00	0.00	\$61,000
2: Utility Shed R 01	1		D	1980	1980	44 A	\$26.02	0.93	\$19.36	8'x8'	\$1,239	65%	\$430	0%	100%	1.000	1.070	100.00	0.00	0.00	\$500



613 KECK AVE
82-06-17-031-040.013-029
 BENNETT, MICHELLE J
 Assessed Value: \$70,400

Showing 1 records
[Go to data page](#)



- Summary
- Transfer Hist.
- Valuation List
- Notice of Assessment
- Nbhd. Amenities
- Sales Info.
- Imprv. Info.
- Taxes**
- Property Card
- Forms
- Street View

Tax Summary

[Payment History](#)

Improvement Value \$61,500.00

Total Value **\$70,400.00**

Billing Summary

Year	Spring	Fall	Total Receipts	Total Balance
2025	<u>\$ 2,142.40</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,142.40</u>
2024	<u>\$ 1,326.20</u>	<u>\$742.00</u>	<u>\$0.00</u>	<u>\$2,068.20</u>
2023	<u>\$ 0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

\$ Pay

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.

Wilfred C. Bussing, III
Wilfred C. Bussing, III

This instrument was prepared by Wilfred C. Bussing, III,
Attorney at Law, 2709 Washington Avenue, Suite 18,
Evansville, IN 47714.

The address of the property is:
613 Keck Avenue
Evansville, IN 47711

The tax code of the property is:
82-06-17-031-040.013-029

Send Tax Duplicates to and the Post
Office Address of the Grantees is:
613 Keck Avenue
Evansville, IN 47711

E 79-07344

WARRANTY DEED

VOL. 679 PAGE 332

THIS INDENTURE WITNESSETH, That AUSTIN McDONALD and CLARA MAE McDONALD, husband and wife, of Vanderburgh County, Indiana,

CONVEY AND WARRANT

To MARY J. PREVO, a single and unmarried woman, of Vanderburgh County, Indiana, for the sum of One Dollar (\$1.00) and other valuable considerations, the following described REAL ESTATE in Vanderburgh County, in the State of Indiana, to-wit:

Part of Lot Twenty-eight (28), all of Lot Twenty-nine (29) and Part of Lot Thirty (30) Block Four (4) in Dixie Bee, an Addition to the City of Evansville as per plat thereof, recorded in Plat Book G, Pages 94 and 95 in the Office of the Recorder of Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of Lot Twenty-nine (29) running thence Southeasterly to a point in the South line of Lot Twenty-eight (28), Five (5) feet East of the Southwest corner of said Lot, thence West to the Southwest corner of Lot Twenty-nine (29), thence Northwesterly to a point in the North line of said Lot Thirty (30), Five (5) feet West of the Northeast corner of said Lot Thirty (30), thence East to the place of beginning.

Subject to the lien of the second installment of ad valorem real estate taxes for 1978, due and payable in November, 1979, and all subsequent taxes, which the Grantee assumes and agrees to pay.

Subject also to all rights of way of record, easements of record, agreements of record, and building and use restrictions of record which affect the real estate conveyed hereby.

IN WITNESS WHEREOF, Austin McDonald and Clara Mae McDonald, husband and wife, have hereunto set their hands and seals this 20th day of April, 1979.

Austin McDonald (SEAL)
Austin McDonald

Clara Mae McDonald (SEAL)
Clara Mae McDonald

RECEIVED
FOR RECORD
APR 25 10 12 AM '79
ESTELLA M. MOSS
RECORDER OF
VANDERBURGH COUNTY

Instrument Continued on Next Page

Vol 679 page 333

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Austin McDonald and Clara Mae McDonald, husband and wife, and acknowledged the execution of the foregoing Warranty Deed to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 20th day of April, 1979.



Janet Griswold Savage
Notary Public

Janet Griswold Savage
Printed Signature of Notary Public

Residence of Notary Public:
Vanderburgh County, Indiana

This instrument prepared by: Ted C. Ziemer, Jr.
1507 Old National Bank Building
Evansville, Indiana 47708
Telephone: 424-7575

MTG DRAWER 22 CARD 5573

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT-SMITH
2002R00021513
06-06-2002 09:16 AM
RECORDING FEE 15.00
PAGES: 4

State of Indiana

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 05-13-2002
The parties and their addresses are:

MORTGAGOR: MARY J. PREVO, AN INDIVIDUAL
813 KECK AVE
EVANSVILLE, IN 47711

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: UNITED FIDELITY BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
P.O. BOX 1347
EVANSVILLE, IN 47706

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property: PART OF LOT TWENTY-EIGHT (28), ALL OF LOT TWENTY-NINE (29) AND PART OF LOT THIRTY (30) BLOCK FOUR (4) IN DIXIE BEE, AN ADDITION TO THE CITY OF EVANSVILLE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGES 94 AND 95 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY-NINE (29) RUNNING THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF LOT TWENTY-EIGHT (28), FIVE (5) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, THENCE WEST TO THE SOUTHWEST CORNER OF LOT TWENTY-NINE (29), THENCE NORTHWESTERLY TO A POINT IN THE NORTH LINE OF SAID LOT THIRTY (30), FIVE (5) FEET WEST OF THE NORTHEAST CORNER OF SAID LOT THIRTY (30), THENCE EAST TO THE PLACE OF THE BEGINNING.

The property is located in VANDERBURGH at 813 KECK AVE
(County) (Address) EVANSVILLE, Indiana 47711
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 20,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s).)
PRIME LINE LOAN
NOTE, AGREEMENT, AND INITIAL DISCLOSURE STATEMENT
0-03-28001471

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagor with the appropriate public officials.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. **DEFAULT.** Mortgagor will be in default if any of the following occur:
Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.
Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

smc
JIM BOYLE
RETURN TO:

- 12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to redemption, reinstatement, and the marshalling of liens and assets. Mortgagor waives all rights of valuation and appraisal.
- 17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
 [Check all applicable boxes]
 Assignment of Leases and Rents Other
- 20. **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Mary J. Prevq 5-13-02
(Signature) MARY J. PREVQ (Date) (Signature)

ACKNOWLEDGMENT: STATE OF INDIANA, COUNTY OF VANDERBURGH,
Before me, CHRISTI CANNON, a Notary Public in and for the State of Indiana,
(Individual) day of MAY, 2002, MARY J. PREVQ, AN INDIVIDUAL,,
acknowledged the execution of the annexed mortgage.
My commission expires: 06-14-2009
CHRISTI CANNON
(Notary Public) *Christi Cannon*
(Notary's County) VANDERBURGH



This instrument was prepared by SUNSHINE STAALENBURG FOR UNITED FIDELITY BANK, FSB

15.00 BK

93-28690

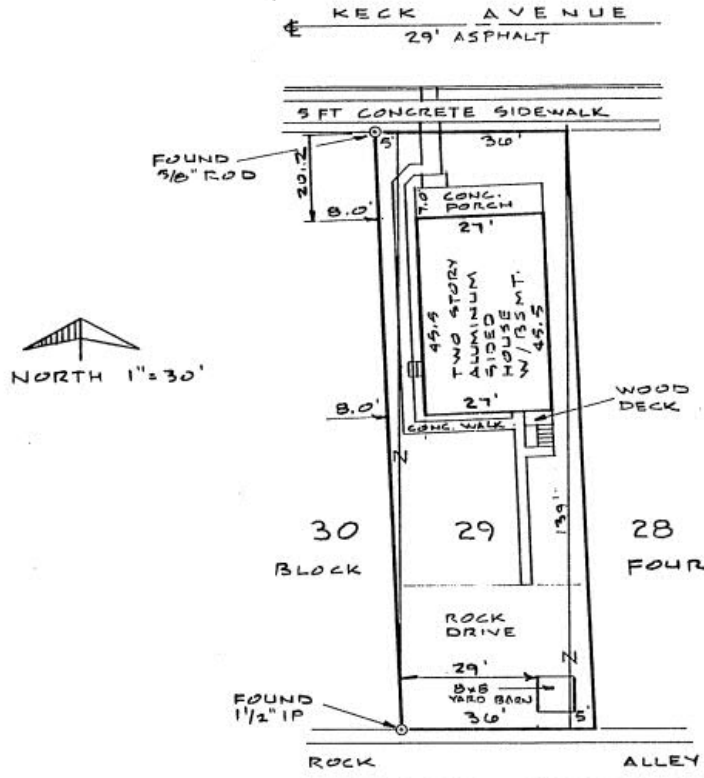
Surveyor's Plat
DRAWER 1 CARD 707

AES Engineering, Inc.
 Consulting Engineers • Land Surveyors
 605 State Street, PO Box 15, Newburgh IN 47629-0015 Phone: (812) 853-7720 / Fax: 853-2465

Surveyor Location Report

This report is designed for use by a title insurance company with residential loan policies. No corner markers were set and the location data herein is based on limited accuracy measurement therefore, no liability will be assumed for any use of this data for construction of new improvements or fences.

Property Address: 613 KECK AVENUE, EVANSVILLE, IN
 Property Description: PART OF LOT 28, ALL OF LOT 29, PART OF LOT 30
 BLOCK FOUR IN DIXIE BEE, AN ADDITION TO THE
 CITY OF EVANSVILLE, IN PLAT BOOK 6, PAGES 94 & 95.



RECEIVED
 FOR RECORD
 OCT 21 12 55 PM '93
 DEPT. OF PUBLIC WORKS
 RECORDER OF
 VANDERBURGH COUNTY

Title Co./Mortgagee: GIBSON COUNTY BANK

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in 865IAC 1-12 for a Surveyor Location Report.

I further certify that upon examination of flood hazard map number 180257 0004 B dated OCTOBER 15, 1981 that the above property is NOT within a flood hazard area. The accuracy of any flood hazard statement shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced flood insurance rate map.
 ZONE C - AREA OF MINIMAL FLOODING



Report Job No.: 930922-2
 Proposed Buyer: MARY J. PREV0
 Proposed Lender: Gibson County Bank

Rodney K. Young
 Rodney K. Young, L.S.
 Ind. Reg. No. 910019

Certification Date SEPT. 27, 1993

STATE OF INDIANA }
COUNTY OF VANDERBURGH

SS:

79-07346

LOAN NO. 11571

EXCL 24 PAGE 194

POWER OF ATTORNEY TO APPLY FOR MORTGAGE EXEMPTION

I, Mary J. Prevo hereby appoint the Vice-President or Assistant Vice-President, and each of them of Old National Bank in Evansville, Evansville, Indiana, and their successors in office, as my true and lawful agents and attorneys in fact, for me and in my name, place and stead, to execute any and all papers, certificates and affidavits which shall be necessary to cause mortgage indebtedness now or hereafter existing against my real estate in Vanderburgh County, Indiana, to be deducted from the assessed value thereof for taxation.

I agree to report to my attorney in fact any changes in assessed valuation and I warrant that I have not filed nor caused to be filed an affidavit of mortgage indebtedness on any other real estate owned by me in the State of Indiana and that I will not file nor cause to be filed such an affidavit without first notifying my attorney in fact.

This power shall continue, with full power of substitution so long as I remain a resident of the State of Indiana until the mortgage indebtedness is fully paid or until this power is expressly revoked by me.

RECEIVED FOR RECORD

at 10:12 A.M.

April 25 1979

ESTELLA M. MOSS, RECORDER
VANDERBURGH COUNTY

Dated this 20th day of April, 19 79

Signed Mary J. Prevo
Mary J. Prevo

Signed _____

Before me a Notary Public in and for said County and State personally appeared Mary J. Prevo

who acknowledged the execution of the foregoing Power of Attorney to Apply for Mortgage Exemption this 20th day of April, 19 79

My Commission Expires
February 4, 1980

Janet Griswold Savage
Janet Griswold Savage Notary Public
Residence of Notary Public: Vanderburgh
County, Indiana

THIS INSTRUMENT PREPARED BY
J. L. MERRITT FOR OLD NATIONAL BANK



RECORDER
VANDERBURGH COUNTY
Z TULEY
2012R00016047
06/28/2012 12:22PM
RECORDING FEES: \$14.00
PAGES: 2

MORTGAGEE AFFIDAVIT

The undersigned, being first duly sworn upon her oath, state(s):

1. The undersigned, **United Fidelity Bank, fsb**, (the "Bank"), files this affidavit pursuant to I.C. § 32-28-4-3 stating the date the debt that is secured by its mortgage becomes due.
2. The Bank is the owner and holder of a mortgage granted by **Mary J Prevo, an individual**, recorded on **6-6-2002** as Instrument No. **2002R00021513 Mtg Drawer 22 Card 5573** in the Office of the Recorder of **Vanderburgh** County, Indiana (the "Mortgage") with the subject real estate more particularly described as follows:

PART OF LOT TWENTY-EIGHT (28), ALL OF LOT TWENTY-NINE (29) AND PART OF LOT THIRTY (30) BLOCK FOUR (4) IN DIXIE BEE, AN ADDITION TO THE CITY OF EVANSVILLE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGES 94 AND 95 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY-NINE (29) RUNNING THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF LOT TWENTY-EIGHT (28), FIVE (5) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, THENCE WEST TO THE SOUTHWEST CORNER OF LOT TWENTY-NINE (29), THENCE NORTHWESTERLY TO A POINT IN THE NORTH LINE OF SAID LOT THIRTY (30), FIVE (5) FEET WEST OF THE NORTHEAST CORNER OF SAID LOT THIRTY (30), THENCE EAST TO THE PLACE OF THE BEGINNING.

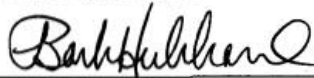
Commonly known as **613 Keck Ave, Evansville, Indiana.**

3. The last installment of the debt secured by the Mortgage is due on **5-15-2032**.
4. The undersigned is over eighteen (18) years of age, a citizen of the United States, and has never been adjudged mentally incompetent. The undersigned has personal actual knowledge of the statements made herein.

Dated: **June 27, 2012**.

"Bank"

United Fidelity Bank, fsb

By: 

Barb Hubbard
Its: **Senior Vice President**

RECORDER
VANDERBURGH COUNTY
DEBBIE STUCKI
2022R00004398
02/18/2022 02:42 PM
RECORDING FEES: 25.00
PAGES: 2

STATE OF INDIANA)
)
COUNTY OF VANDERBURGH) SS:

AFFIDAVIT OF DEATH AND AFFIDAVIT FOR TRANSFER OF REAL ESTATE

Michelle J. Bennett (the "Affiant"), being first duly sworn upon her oath, deposes and says as follows:

1. **Mary J. Prevo** conveyed title to the following described real estate located in Vanderburgh County, State of Indiana, to-wit:

Part of Lot Twenty-eight (28), all of Lot Twenty-nine (29), and part of Lot Thirty (30) Block Four (4) in Dixie Bee, an addition to the City of Evansville, as per plat thereof, recorded in Plat Book G, pages 94 and 95, in the office of the Recorder of Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of Lot Twenty-nine (29) running thence Southeasterly to a point in the South line of Lot Twenty-eight (28) five (5) feet East of the Southwest corner of said Lot; thence West to the Southwest corner of Lot Twenty-nine (29); thence Northwesterly to a point in the North line of said Lot Thirty (30) five (5) feet West of the Northeast corner of said Lot Thirty (30); thence East to the place of beginning

Subject to all building and use restrictions of record and all existing easements, highways and rights of way.

(the "Real Estate") to **Michelle J. Bennett** by Warranty Deed dated April 2, 2010, and recorded April 7, 2010, as Document Number 2010R00007457 in the office of the Recorder of Vanderburgh County, Indiana, retaining a life estate therein.

2. **Mary J. Prevo** died on February 11, 2022, a resident of Vanderburgh County, Indiana, and upon her death, her interest in the Real Estate terminated.

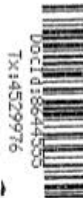
5.. This affidavit is made for the purposes of establishing the facts herein contained and inducing the Vanderburgh County Auditor to transfer the Real Estate to the sole name of **Michelle J. Bennett** upon the Vanderburgh County Auditor's records and to mail tax statements to **Michelle J. Bennett** at 613 Keck Avenue, Evansville, IN 47711.

FURTHER THE AFFIANT SAYETH NOT.

Dated this 18 day of February, 2022.

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

Michelle J. Bennett
MICHELLE J. BENNETT



FEB 18 2022

Vanderburgh County *Brian South* Page 1 of 2
AUDITOR

STATE OF INDIANA)
)
 COUNTY OF VANDERBURGH) SS:

Before me, a Notary Public in and for said County and State, this 18 day of February, 2022, personally appeared Michelle J. Bennett, who acknowledged the execution of the above and foregoing Affidavit of Death and Affidavit for Transfer of Real Estate to be her free and voluntary act and deed and who, having been first duly sworn, under penalties for perjury, stated that the representations set forth above are true.

My Commission Expires:
 June 26, 2025
 My County of Residence is:
 Warrick County, Indiana

Wilfred C. Bussing, III
 (Notary Public)
 Wilfred C. Bussing, III
 Printed



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.

Wilfred C. Bussing, III
 Wilfred C. Bussing, III

This instrument was prepared by Wilfred C. Bussing, III, Attorney at Law, 2709 Washington Avenue, Suite 18, Evansville, IN 47714.

The address of the property is:
 613 Keck Avenue
 Evansville, IN 47711

The tax code of the property is:
 82-06-17-031-040.013-029

Send tax duplicates to and the post office address of the Grantee is:
 613 Keck Avenue
 Evansville, IN 47711

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
02/18/2022	02/18/2022	2022R00004398	AFFIDAVI...	PREVO MARY J DECEASE...		PARTY
06/28/2012	06/27/2012	2012R00016047	AFFIDAVI...	PREVO MARY J		PARTY
04/07/2010	04/02/2010	2010R00007457	WARRANTY...	PREVO MARY J		GRANTOR
03/20/2006	03/02/2006	2006R00011085	RELEASE ...	PREVO MARY J		GRANTEE
06/06/2002	05/13/2002	2002R00021513	MORTGAGE	PREVO MARY J		MORTGAGOR
11/03/1993	11/01/1993	1993R00030297	RELEASE ...	PREVO MARY J		GRANTEE
10/21/1993	09/27/1993	1993R00028690	SURVEYOR...	PREVO MARY J		PARTY
10/21/1993	10/15/1993	1993R00028689	MORTGAGE	PREVO MARY J		MORTGAGOR
04/25/1979	04/20/1979	1979R00007344	WARRANTY...	PREVO MARY J		GRANTEE
04/25/1979	04/20/1979	1979R00007346	POWER OF...	PREVO MARY J		GRANTOR
04/25/1979	04/20/1979	1979R00007345	MORTGAGE	PREVO MARY J		MORTGAGOR
10/18/1967	10/15/1967	1967R00015750	WARRANTY...	PREVO MARY JEAN		GRANTOR
06/27/1961	06/23/1961	1961R00016642	WARRANTY...	PREVO MARY JEAN		GRANTEE



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
11/13/2024	10/24/2024	2024R00021839	POWER OF...	BENNETT MICHELLE J		GRANTOR
04/16/2024	04/05/2024	2024R00006428	RELEASE ...	BENNETT MICHELLE J		GRANTEE
09/28/2023	09/15/2023	2023R00018717	WARRANTY...	BENNETT MICHELLE		GRANTEE
09/18/2023	09/15/2023	2023R00017995	MORTGAGE	BENNETT MICHELLE		MORTGAGOR
09/18/2023	09/15/2023	2023R00017994	GUARDIAN...	BENNETT MICHELLE		GRANTEE
08/18/2023	08/11/2023	2023R00016049	MORTGAGE	BENNETT MICHELLE L		MORTGAGOR
08/18/2023	08/11/2023	2023R00016049	MORTGAGE	BENNETT MICHELLE LYN...		MORTGAGOR
02/18/2022	02/18/2022	2022R00004398	AFFIDAVI...	BENNETT MICHELLE J		PARTY
02/10/2020	02/10/2020	2020R00003195	QUIT CLA...	BENNETT MICHELLE L		GRANTEE
09/06/2012	08/31/2012	2012R00022598	EASEMENT	BENNETT MICHELLE M		GRANTOR
04/07/2010	04/02/2010	2010R00007457	WARRANTY...	BENNETT MICHELLE J		GRANTEE
09/22/1998	09/16/1998	1998R00031853	RELEASE ...	BENNETT MICHELLE M K...		GRANTEE
07/11/1997	07/02/1997	1997R00018059	MORTGAGE	BENNETT MICHELLE M		MORTGAGOR

