



**LIEN SEARCH  
Product Cover Sheet**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-IFC-00707	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	BILLY RAY VOILS II AND SIMONE VOILS		
PROPERTY ADDRESS:	10388 N SHERBURNE PL, WEST TERRE HAUTE, IN 47885/10400 N SHERBURNE PL, WEST TERRE HAUTE, IN 47885		
CITY, STATE AND COUNTY:	WEST TERRE HAUTE, INDIANA (IN) AND VIGO		

**SEARCH INFORMATION**

SEARCH DATE:	08/21/2024	EFFECTIVE DATE:	08/20/2024
NAME(S) SEARCHED:	BILLY RAY VOILS II, SIMONE VOILS, DAVID VOILS AND LESLIE VOILS		
ADDRESS/PARCEL SEARCHED:	10388 N SHERBURNE PL, WEST TERRE HAUTE, IN 47885/84-02-07-200-014.000-025/84-02-07-200-013.000-025		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

BILLY VOILS AND SIMONE VOILS, AS HUSBAND AND WIFE

COMMENTS:	
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**VESTING DEED**

DEED TYPE:	WARRANTY DEED	GRANTOR:	DAVID VOILS AND LESLIE VOILS, AS HUSBAND AND WIFE
DATED DATE:	12/06/2023	GRANTEE:	BILLY VOILS AND SIMONE VOILS, AS HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	12/11/2023
INSTRUMENT NO:	2023013136		
COMMENTS:			

**CHAIN OF TITLE**

DEED TYPE:	WARRANTY DEED	GRANTOR:	JEFFREY W. EDMONDSON AND MICHELLE R. EDMONDSON
DATED DATE:	09/06/2019	GRANTEE:	DAVID VOILS AND LESLIE VOILS, AS HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	09/10/2019
INSTRUMENT NO:	2019009589		
COMMENTS:			

**CURRENT TAXES (84-02-07-200-014.000-025)**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024(SPRING)	TAX YEAR:	2024(FALL)
TAX AMOUNT:	\$0.00	TAX AMOUNT:	\$0.00
TAX STATUS:		TAX STATUS:	
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

**CURRENT TAXES (84-02-07-200-013.000-025)**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024(SPRING)	TAX YEAR:	2024(FALL)
TAX AMOUNT:	\$2,145.74	TAX AMOUNT:	\$2,145.74
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$384,750.00
DATED DATE:	07/10/2020	RECORDED DATE	07/10/2020
INSTRUMENT NO:	2020008529	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	DAVID A VOILS JR A/K/A DAVID VOILS AND LESLIE A VOILS, HUSBAND AND WIFE		
LENDER:	FIRST FINANCIAL BANK NA.		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	PARTIAL RELEASE OF REAL ESTATE MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	10/12/2023	INSTRUMENT NO.	2023011380
REC DATE:	10/17/2023	COUNTY:	VIGO
COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	RESIDENTIAL CONSTRUCTION LOAN AGREEMENT	AMOUNT:	\$384,750.00
DATED DATE:	07/10/2020	RECORDED DATE	07/10/2020
INSTRUMENT NO:	2020008530	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	DAVID A VOILS JR AND LESLIE A VOILS		
LENDER:	FIRST FINANCIAL BANK NA.		
TRUSTEE:	N/A		
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	TOWNSHIP OF WEST TERRE HAUTE		
ADDITIONAL NOTES			
PLAT RECORDED ON 08/23/2023 IN INSTRUMENT NO. 2023009498.			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY IN THE STATE OF INDIANA, TO-WIT:</p> <p>TRACT 2:</p> <p>A TRACT OF LAND BEING PART OF NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, VIGO COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT A FOUND IRON ROD MARKING THE NORTHEAST CORNER OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 01 DEGREES 00 MINUTES 42 SECONDS EAST, 293.18 FEET TO A SET MAG SPIKE MARKING THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN.</p> <p>FROM THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01 DEGREES 00 MINUTES 42 SECONDS EAST, 293.18 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, 784.13 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 17 SECONDS EAST, 500.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 56 SECONDS WEST, 276.00 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 16 SECONDS WEST, 789.61 FEET TO A SET IRON ROD; THENCE NORTH 89 DEGREES 31 MINUTES 06 SECONDS EAST, 1060.05 FEET TO THE POINT OF BEGINNING.</p> <p>THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 10.26 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF AUGUST, 2018 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.</p>			

# Vigo County, IN / City of Terre Haute

## Summary - Assessor's Office

**Parcel ID** 84-02-07-200-014.000-025  
**Tax ID** 84-02-07-200-014.000-025  
**Section Plat** 07  
**Routing Number**  
**Neighborhood** 1011015 - FAYETTE  
**Property Address** 10388 N Sherburne Pl  
 West Terre Haute, IN 47885  
**Legal Description** VOILS ESTATE 2023009498 7-13-9 LOT 1 4.80 AC  
 (Note: Not to be used on legal documents)  
**Acreage** 4.8  
**Class** 500 - Res Vacant platted lot  
**Tax District/Area** 025

[View Map](#)

## Owner - Auditor's Office

**Deeded Owner**  
 Voils Billy & Simone Voils H/W  
 9500 N Linderman Pl  
 West Terre Haute, IN 47885

## Site Description - Assessor's Office

**Topography**  
**Public Utilities**  
**Street or Road**  
**Neigh. Life Cycle**  
**Legal Acres** 4.8  
**Legal Sq Ft** 209,088

## Taxing Rate

2.2817

## Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
HOMESITE			1.000			1.00	1.00	43,560	20,683.00	20,683.00	20,680.00	2 -30%	14,480.00
RESIDENTIAL EXCESS ACREAGE			3.800			1.00	1.00	165,528	3,103.00	3,103.00	11,790.00		11,790.00

Land Detail Value Sum 26,270.00

## Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
12/11/2023	Voils David H/W & Leslie Voils H/W	Voils Billy & Simone Voils H/W	2023013136	WD	S	\$26,000	\$26,000

## Transfer Recording - Auditor's Office

Date	From	To	Instrument	Doc #
12/11/2023	Voils David H/W & Leslie Voils H/W	Voils Billy & Simone Voils H/W	Warranty Deed	2023013136
8/23/2023				2023009498

## Valuation - Assessor's Office

Assessment Year		01/01/2024
Reason for Change		ANN ADJ
VALUATION	Land	\$26,300
(Assessed Value)	Improvements	\$0
	<b>Total</b>	<b>\$26,300</b>
VALUATION	Land	\$26,300
(True Tax Value)	Improvements	\$0
	<b>Total</b>	<b>\$26,300</b>

## Charges (2020-2024) - Auditor's Office

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.

	2023 Pay 2024
+ Spring Tax	\$0.00
+ Spring Penalty	\$0.00
+ Spring Annual	\$0.00
+ Fall Tax	\$0.00
+ Fall Penalty	\$0.00
+ Fall Annual	\$0.00
+ Delq NTS Tax	\$0.00
+ Delq NTS Pen	\$0.00
+ Delq TS Tax	\$0.00

	2023 Pay 2024
+ Delq TS Pen	\$0.00
+ Other Assess	\$0.00
+ Advert Fee	\$0.00
+ Tax Sale Fee	\$0.00
+ NSF Fee	\$0.00
PTRC	\$0.00
HMST Credit	\$0.00
Circuit Breaker	\$0.00
Over 65 CB	\$0.00
<b>= Charges</b>	<b>\$0.00</b>
- Surplus Transfer	\$0.00
- Credits	\$0.00
<b>= Total Due</b>	<b>\$0.00</b>

**Property History**

Create Year	Date	Effective Date	Event	Related Tax ID #	Instrument Desc	Notes
2025	12/6/2023 10:16:01 AM	8/23/2023 12:00:00 AM	S2	<a href="#">84-02-07-200-013.000-025</a>		

**Payments (2020-2024) - Treasurer's Office**

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024			\$0.00

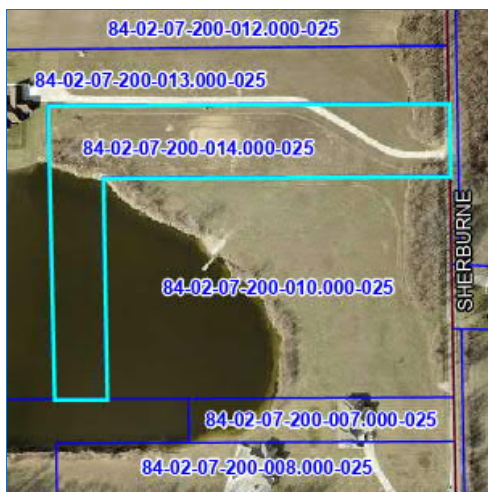
**Property Record Card**

[Property Record Card \(PDF\)](#)

**Form 11**

[Form 11 \(PDF\)](#)

**Map**



No data available for the following modules: Farm Land Computations - Assessor's Office, Residential Dwellings - Assessor's Office, Improvements - Assessor's Office, Homestead Allocations - Assessor's Office, Deductions - Auditor's Office, Exemptions - Auditor's Office, Photos - Assessor's Office, Sketches - Assessor's Office.

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# Vigo County, IN / City of Terre Haute

## Summary - Assessor's Office

**Parcel ID** 84-02-07-200-013.000-025  
**Tax ID** 84-02-07-200-013.000-025  
**Section Plat** 07  
**Routing Number**  
**Neighborhood** 1011015 - FAYETTE  
**Property** 10400 N Sherburne Pl  
**Address** West Terre Haute, IN 47885  
**Legal Description** EDMONDSON-HARRISON SUB AMENDED WITH EXC 2019001216 2019001453  
 2023009498 7-13-6 TRACT 2 5.46 AC  
 (Note: Not to be used on legal documents)  
**Acreage** 10.26  
**Class** 511 - Res 1 fam unplatted 0-9.99 ac  
**Tax District/Area** 025

[View Map](#)



## Owner - Auditor's Office

**Deeded Owner**  
 Voils David H/W & Leslie Voils H/W  
 10400 N Sherburne Pl  
 West Terre Haute, IN 47885

## Site Description - Assessor's Office

**Topography**  
**Public Utilities**  
**Street or Road**  
**Neigh. Life Cycle**  
**Legal Acres** 10.26  
**Legal Sq Ft** 446,926

## Taxing Rate

2.2817

## Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
HOMESITE			1.000			1.00	1.00	43,560	20,683.00	20,683.00	20,680.00		20,680.00
RESIDENTIAL EXCESS ACREAGE			4.460			1.00	1.00	194,278	3,103.00	3,103.00	13,840.00		13,840.00

Land Detail Value Sum 34,520.00

## Residential Dwellings - Assessor's Office

**Card 01**  
**Residential Dwelling 1**  
**Occupancy**  
**Story Height** 1.00  
**Roofing** Material: Asphalt shingles  
**Attic** None  
**Basement Type** None  
**Basement Rec Room** None  
**Finished Rooms** 5  
**Bedrooms** 3  
**Family Rooms** 1  
**Dining Rooms** 0  
**Full Baths** 2; 6-Fixt.  
**Half Baths** 1; 2-Fixt.  
**4 Fixture Baths** 0; 0-Fixt.  
**5 Fixture Baths** 0; 0-Fixt.  
**Kitchen Sinks** 1; 1-Fixt.  
**Water Heaters** 1; 1-Fixt.  
**Central Air** Yes  
**Primary Heat** Central Warm Air  
**Extra Fixtures** 0  
**Total Fixtures** 10  
**Fireplace** No  
**Features** None  
**Porches and Decks** Open Frame Porch 42  
 Open Frame Porch 576  
**Yd Item/Spc Fture/Outbldg** BRICK 528 SF  
 BRICK 996 SF

### Last Updated

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	2618	2618
	Crawl	2618	0
	Total	2618	2618

**Improvements - Assessor's Office**

Card 01

ID	Use	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL		C+2	2020	2020	AV	0.00		0	2618	250880	3	0	136	100	331000
G01	ATTGAR	BRICK		0	0	AV	31.66		31.66	22 x 24	16720	0	0	100	100	0
G02	ATTGAR	BRICK		0	0	AV	29.41		29.41	28 x 34	29290	0	0	100	100	0

**Transfer History - Assessor's Office**

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
9/10/2019	EDMONDSON JEFREY W H/W & MICHELLE R	VOILS DAVID H/W & LESLIE VOILS H/W	2019009589	Wa	<a href="#">S</a>	\$65,000	\$65,000
11/14/2018	UNIVERSAL LAND & LIVESTOCK LLC	EDMONDSON JEFREY W H/W & MICHELLE R	2018012154	Re	<a href="#">S</a>	\$40,500	\$40,500
10/11/2018	UNIVERSAL LAND & LIVESTOCK LLC	UNIVERSAL LAND & LIVESTOCK LLC	2018010970	Re		\$0	\$0

**Transfer Recording - Auditor's Office**

Date	From	To	Instrument	Doc #
8/23/2023				2023009498
9/10/2019	EDMONDSON JEFREY W H/W & MICHELLE R	EDMONDSON VOILS DAVID H/W & LESLIE VOILS H/W	Warranty Deed	2019009589
11/14/2018	UNIVERSAL LAND & LIVESTOCK LLC	EDMONDSON JEFREY W H/W & MICHELLE R	Deed	2018012154
10/11/2018				2018010970

**Valuation - Assessor's Office**

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ
<b>VALUATION</b>	Land	\$34,500	\$49,400	\$49,400	\$39,600	\$5,100
(Assessed Value)	Improvements	\$331,000	\$315,000	\$303,200	\$276,200	\$0
	<b>Total</b>	<b>\$365,500</b>	<b>\$364,400</b>	<b>\$352,600</b>	<b>\$315,800</b>	<b>\$5,100</b>
<b>VALUATION</b>	Land	\$34,500	\$49,400	\$49,400	\$39,600	\$5,100
(True Tax Value)	Improvements	\$331,000	\$315,000	\$303,200	\$276,200	\$0
	<b>Total</b>	<b>\$365,500</b>	<b>\$364,400</b>	<b>\$352,600</b>	<b>\$315,800</b>	<b>\$5,100</b>

**Deductions - Auditor's Office**

Type	Description	2023 Pay 2024	2022 Pay 2023
Homestead	Homestead Credit	\$48,000.00	\$45,000.00
Homestead	Supplemental HSC	\$115,080.00	\$97,615.00

**Charges (2020-2024) - Auditor's Office**

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.

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$2,145.74	\$2,058.36	\$1,796.26	\$55.14	\$66.56
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$2,145.74	\$2,058.36	\$1,796.26	\$55.14	\$66.56
+ 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	\$61.10
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$6.11
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$61.10
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$6.11
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ 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
Circuit Breaker	\$302.03	\$584.12	\$352.60	\$0.51	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$4,291.48</b>	<b>\$4,116.72</b>	<b>\$3,592.52</b>	<b>\$110.28</b>	<b>\$267.54</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$2,145.74)	(\$4,116.72)	(\$3,592.52)	(\$110.28)	(\$267.54)
<b>= Total Due</b>	<b>\$2,145.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Property History**

Create Year	Date	Effective Date	Event	Related Tax ID #	Instrument Desc	Notes
2020	12/6/2023 10:16:02 AM	8/23/2023 12:00:00 AM	S	<a href="#">84-02-07-200-014.000-025</a>		
2020	10/16/2018 12:01:00 PM	10/11/2018 12:00:00 AM	S2	<a href="#">101-02-07-200-001</a>		Instrument Type: Resolution From Deeded Owner: UNIVERSAL LAND & LIVESTOCK LLC

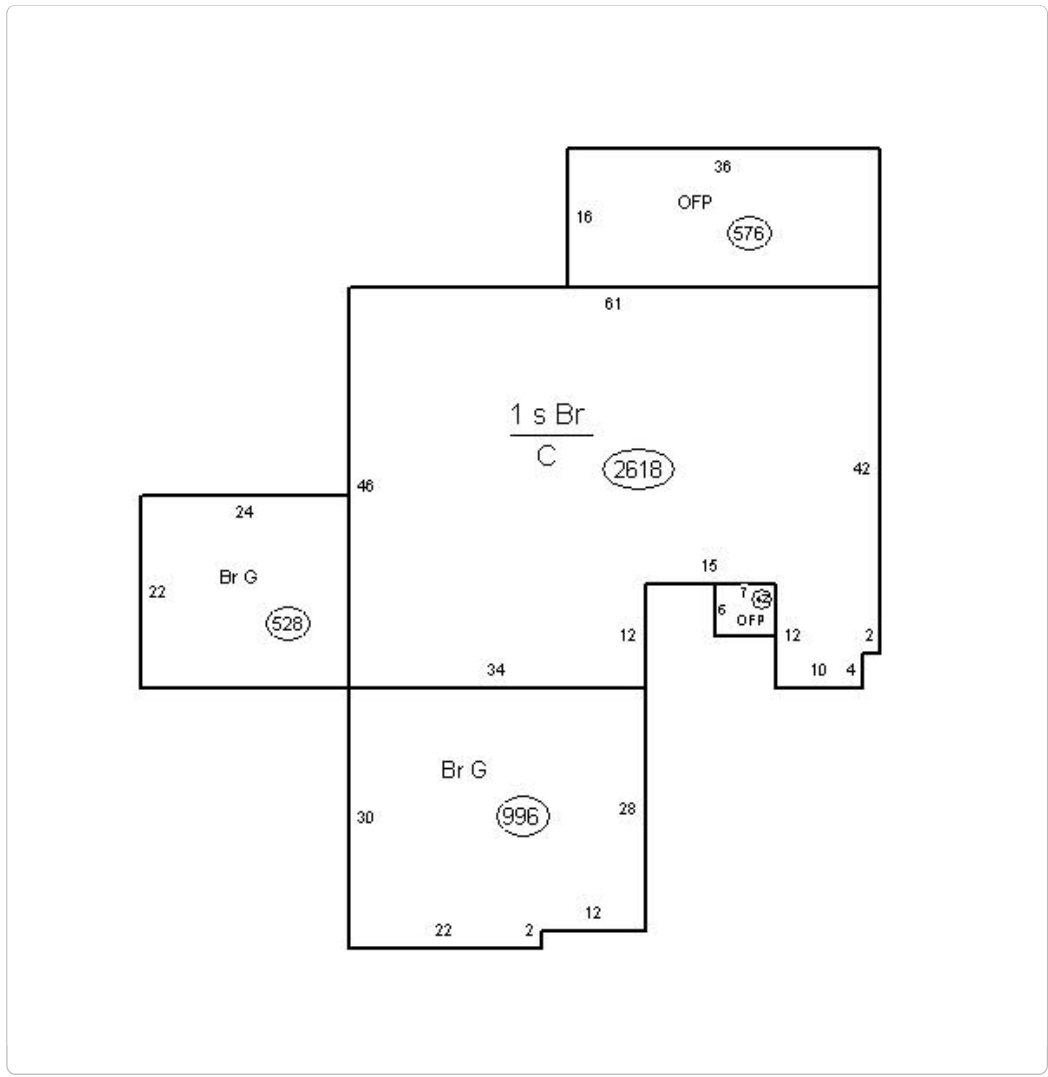
**Payments (2020-2024) - Treasurer's Office**

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2424965	5/3/2024	\$2,145.74
2022 Pay 2023	2372641	11/2/2023	\$2,058.36
2022 Pay 2023	2312892	4/27/2023	\$2,058.36
2021 Pay 2022	2263309	10/21/2022	\$201.65
2021 Pay 2022	2224747	5/4/2022	\$3,390.87
2020 Pay 2021	2110847	5/3/2021	\$110.28
2019 Pay 2020	2052764	4/28/2020	\$267.54

**Photos - Assessor's Office**



**Sketches - Assessor's Office**



Property Record Card

Property Record Card (PDF)

Form 11

Form 11 (PDF)

Map



No data available for the following modules: Farm Land Computations - Assessor's Office, Homestead Allocations - Assessor's Office, Exemptions - Auditor's Office.

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**Future Year Property Transferred to: Voils Billy & Simone Voils H/W**  
**Future Year Mailing Address Changed to: 9500 N Linderman Pl, West Terre Haute, IN 47885**

Mailing address update needed  
 Mailing address update needed: VIGO COUNTY REQUESTING AN UPDATED MAILING ADDRESS

**10400 N Sherburne  
PI**

West Terre Haute, IN 47885

**Voils David H/W & Leslie Voils  
H/W**

10400 N Sherburne PI  
West Terre Haute, IN 47885

**Spring Due by 05/10/2024: \$0.00**

**Fall Due by 11/12/2024: \$0.00**

**\$0.00**

Total Due ⓘ

## Property Information

<b>Tax Year/Pay Year</b> 2023 / 2024	None
<b>Parcel Number</b> 84-02-07-200-014.000-025	<b>Homestead Credit Filed?</b> No
<b>Duplicate Number</b> 17355227	<b>Over 65 Circuit Breaker?</b> No
<b>Property Type</b> Real	<b>Legal Description</b> <i>Note: Not to be used on legal documents</i> VOILS ESTATE 2023009498 7-13-9 LOT 1 4.80 AC
<b>Tax Unit / Description</b> 25 - Fayette New Goshen Fire	<b>Section-Township-Range</b> 07, 13, 09
<b>Property Class</b> RESIDENTIAL ONE FAMILY DWELLING ON UNPLATTED LAND OF 0-9.99 ACRES	<b>Parcel Acres</b> 4.8
<b>Mortgage Company</b> None	<b>Lot Number</b> 1
<b>TIF</b>	<b>Block/Subdivision</b> No info

## Billing

### Detail

	Tax Bill	Adjustments	Balance
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	Tax Bill	Adjustments	Balance
Spring Tax:	\$0.00	\$0.00	\$0.00
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$0.00	\$0.00	\$0.00
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:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
20% 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
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
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
<b>Tax and Penalty:</b>			\$0.00
<b>Other Assess (+):</b>			\$0.00
<b>Fees (+):</b>			\$0.00
<b>Cert to Court (-):</b>			\$0.00
<b>Subtotal:</b>			\$0.00
<b>Receipts:</b>			\$0.00
<b>Total Due:</b>			\$0.00
<b>Surplus Transfer:</b>			\$0.00
<b>Account Balance:</b>			\$0.00

## Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
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Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
No data					

## Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<a href="#">2024</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Tax Overview

### Current Tax Summary

Tax Summary Item	2023	2024
<b>1. Gross assessed value of property</b>		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$0	\$0
<b>2. Equals total gross assessed value of property</b>	\$0	\$0
2a. Minus deductions	\$0	\$0
<b>3. Equals subtotal of net assessed value of property</b>	\$0	\$0
3a. Multiplied by your local tax rate	2.2711	2.2817
<b>4. Equals gross tax liability</b>	\$0.00	\$0.00
4a. Minus local property tax credits	\$0.00	\$0.00
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
<b>5. Total property tax liability</b>	\$0.00	\$0.00

### Assessed Values as of 08/23/2023

Land Value	\$0
Improvements	\$0

### Exemptions / Deductions

Description	Amount
No data	

### Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

# History

## Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
New from Split	12/06/2023	08/23/2023	2025	<a href="#">84-02-07-200-013.000-025</a>	No Info	No Info	2023009498

## Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Voils David H/W & Leslie Voils H/W	12/11/2023	12/06/2023	2023013136		



**Mailing address update needed**  
Mailing address update needed: VIGO COUNTY REQUESTING AN UPDATED MAILING ADDRESS

**10400 N Sherburne  
PI**  
West Terre Haute, IN 47885

**Voils David H/W & Leslie Voils  
H/W**  
10400 N Sherburne PI  
West Terre Haute, IN 47885

**Spring Due by 05/10/2024: \$0.00**

**Fall Due by 11/12/2024: \$2,145.74**

**\$2,145.74**

Total Due ⓘ

## Property Information

<b>Tax Year/Pay Year</b> 2023 / 2024	None
<b>Parcel Number</b> 84-02-07-200-013.000-025	<b>Homestead Credit Filed?</b> Yes
<b>Duplicate Number</b> 2132343	<b>Over 65 Circuit Breaker?</b> No
<b>Property Type</b> Real	<b>Legal Description</b> <i>Note: Not to be used on legal documents</i> EDMONDSON-HARRISON SUB AMENDED2019001216 2019001453 7-13-9 TRACT 2 10.26 AC
<b>Tax Unit / Description</b> 25 - Fayette New Goshen Fire	<b>Section-Township-Range</b> 07, 13, 09
<b>Property Class</b> RESIDENTIAL ONE FAMILY DWELLING ON UNPLATTED LAND OF 0-9.99 ACRES	<b>Parcel Acres</b> 10.26
<b>Mortgage Company</b> Lereta	<b>Lot Number</b> TRAC
<b>Mtg Company Last Changed</b> 09/12/2023	<b>Block/Subdivision</b> No info
<b>TIF</b>	

## Billing

### Detail

	Tax Bill	Adjustments	Balance
--	----------	-------------	---------

	Tax Bill	Adjustments	Balance
Spring Tax:	\$2,145.74	\$0.00	\$2,145.74
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$2,145.74	\$0.00	\$2,145.74
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:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
20% 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
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$302.03	\$0.00	\$302.03
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
<b>Tax and Penalty:</b>			\$4,291.48
<b>Other Assess (+):</b>			\$0.00
<b>Fees (+):</b>			\$0.00
<b>Cert to Court (-):</b>			\$0.00
<b>Subtotal:</b>			\$4,291.48
<b>Receipts:</b>			\$2,145.74
<b>Total Due:</b>			\$2,145.74
<b>Surplus Transfer:</b>			\$0.00
<b>Account Balance:</b>			\$2,145.74

## Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
--------------	------------	----------------	-------------	-------	------------------

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	05/03/2024	S	\$2,145.74	Lock Box Payment 5/2/2024	N

## Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<a href="#">2024</a>	\$2,145.74	\$2,145.74	\$0.00	\$4,291.48	\$2,145.74
<a href="#">2023</a>	\$2,058.36	\$2,058.36	\$0.00	\$4,116.72	\$4,116.72
<a href="#">2022</a>	\$1,796.26	\$1,796.26	\$0.00	\$3,592.52	\$3,592.52
<a href="#">2021</a>	\$55.14	\$55.14	\$0.00	\$110.28	\$110.28
<a href="#">2020</a>					

## Tax Overview

### Current Tax Summary

Tax Summary Item	2023	2024
<b>1. Gross assessed value of property</b>		
1a. Gross assessed value of land and improvements	\$323,900	\$335,700
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$28,700	\$28,700
<b>2. Equals total gross assessed value of property</b>	\$352,600	\$364,400
2a. Minus deductions	(\$145,615)	(\$163,080)
<b>3. Equals subtotal of net assessed value of property</b>	\$206,985	\$201,320
3a. Multiplied by your local tax rate	2.2711	2.2817
<b>4. Equals gross tax liability</b>	\$4,700.84	\$4,593.51
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$584.12)	(\$302.03)
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
<b>5. Total property tax liability</b>	\$4,116.72	\$4,291.48

### Assessed Values as of 01/01/2023

Land Value	\$49,400
Improvements	\$315,000

### Exemptions / Deductions

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$115,080.00
<b>Count: 2</b>	<b>\$163,080.00</b>

### Other Assessments



Assessment Name	Billing	Adjustments	Balance
No data			

## History

### Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
New from Split	10/16/2018	10/11/2018	2020	<a href="#">84-02-07-200-006.000-025</a>	No Info	No Info	2018010970
Split (Original)	12/06/2023	08/23/2023	2025	<a href="#">84-02-07-200-014.000-025</a>	No Info	No Info	2023009498

### Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
EDMONDSON JEFREY W H/W & MICHELLE R EDMONDSON	09/10/2019		2019009589		
UNIVERSAL LAND & LIVESTOCK LLC	11/14/2018		2018012154		



DEC 11 2023

  
VIGO COUNTY AUDITOR

### WARRANTY DEED

This indenture witnesseth that  
**DAVID VOILS and LESLIE VOILS, AS HUSBAND AND WIFE**  
of Vigo County in the State of IN

Convey(s) and Warrant(s) to  
**BILLY VOILS and SIMONE VOILS, AS HUSBAND AND WIFE**  
of Vigo County in the State of IN

for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in **Vigo** County in the State of Indiana, to-wit:

Voils Estate, being a part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 13 North, Range 9 West, Fayette Township, Vigo County, Indiana as shown in Plat recorded August 23, 2023 as Instrument No. 2023009498, records of the Recorder's Office of Vigo County, Indiana.

Subject to any easements, agreements, streets, alleys, restrictions, covenants, building lines, and rights of way of public record including but not limited to:

- a) Conditions, restrictions, covenants and easements as shown on the Plat of Voils Estate recorded August 23, 2023 as Instrument No. 2023009498.
- b) Conditions, restrictions, covenants and easements as shown on the Plat of Edmondson-Harrison Amended Subdivision recorded February 7, 2019 as Instrument No. 2019001453.
- c) Subject to Grant of Easement unto Duke Energy Indiana, LLC recorded June 22, 2020 as Instrument No. 2020007402.
- d) Subject to an Ingress, Egress and Utility Easement, 20 feet in width as shown on Voils Plat recorded August 23, 2023 as Instrument No. 2023009498.

Parcel No. 84-02-07-200-014.000-025



Dated this 6<sup>th</sup> day of December 2023.

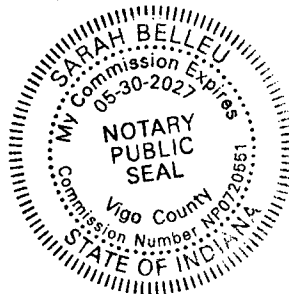
David Voils                      Leslie Voils  
 DAVID VOILS                                      LESLIE VOILS

State of IN, County of Vigo ) SS:

Before me, a Notary Public in and for said county and state, this 6 day of December, 2023, personally appeared DAVID VOILS and LESLIE VOILS, AS HUSBAND AND WIFE, who acknowledged the execution of the foregoing Warranty Deed to be Grantor(s) voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 5/30/24  
 My County of Residence: Vigo



Sarah Belleu  
 Notary Public  
 Printed: Sarah Belleu

This instrument prepared by: Henry L. Antonini, Antonini & Antonini, 320 South Main Street, P. O. Box 325, Clinton, IN 47842 Telephone: (765) 832-3527

D-4621; HCT-2023-0406

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Henry L. Antonini

Mail tax bills to Grantee at Grantee's address of:

9500 N Lindeman Pl. WTH IN 47885  
 Return Deed to: Honey Creek Vigo Title Svcs, Inc., 207 Hulman Street, Terre Haute, IN 47802

Real Estate located in VIGO County, State of Indiana, and more particularly described as follows, to-wit:

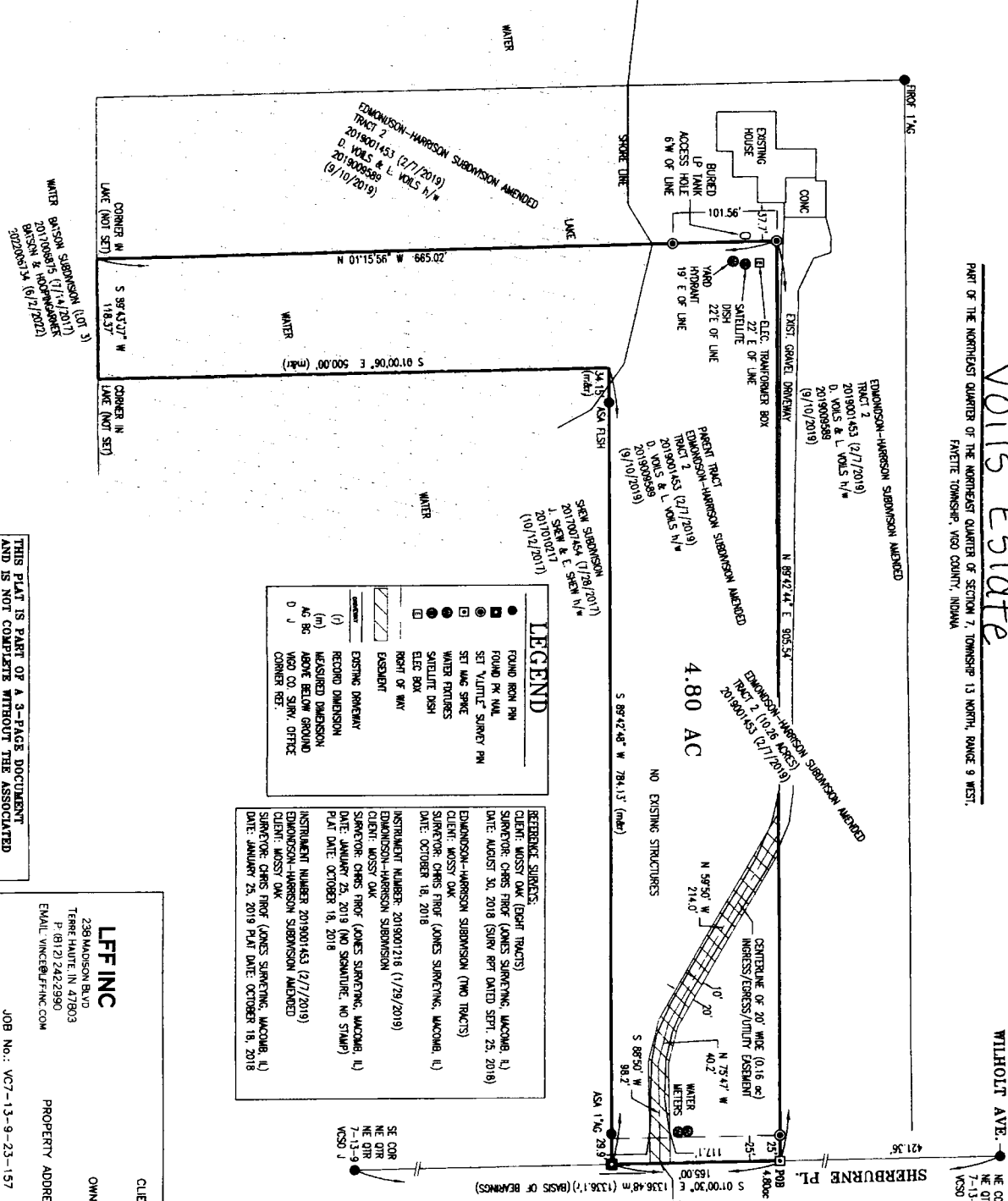
Voils Estate, being a part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 13 North, Range 9 West, Fayette Township, Vigo County, Indiana as shown in Plat recorded August 23, 2023 as Instrument No. 2023009498, records of the Recorder's Office of Vigo County, Indiana.

HONEYCREEK VIGO TITLE SERVICES, INC.  
207 HULMAN ST., TERRE HAUTE, IN 47802  
License #37879  
(812) 234-7474

**Voils Estate**  
 PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 9 WEST,  
 FAMEE TOWNSHIP, VIGO COUNTY, INDIANA



**CERTIFICATE OF SURVEY**  
 I, Vincent C. Little, Licensed Land Surveyor in the State of Indiana, have conducted this survey and to this day I believe that the same is correct and that all the requirements of 865 IAC 1-12-5 are applied to enhancement or new surveys more commonly known as RULE 12.



**LEGEND**

●	FOUND IRON PIN
○	FOUND PK. NAIL
□	SET 'VALUET' SURVEY PIN
○	SET WAKE SPIKE
○	WATER PRITCHES
○	SATELLITE DISH
□	ELEC. BOX
—	RIGHT OF WAY
—	ESSENT
—	EXISTING DIMENARY
—	RECORDED DIMENSION ABOVE BELOW GROUND
—	MEASURED DIMENSION VIGO CO. SURV. OFFICE
—	CORNER REF.

**REFERENCE SURVEYS:**  
 CLIENT: MESSY OAK (EIGHT TRACTS)  
 SURVEYOR: CHRIS FROE (JONES SURVEYING, WACOCHA, IL)  
 DATE: AUGUST 30, 2018 (SURV. PRT. DATED SEPT. 23, 2018)  
 EDMUNSON-HARRISON SUBDIVISION (TWO TRACTS)  
 CLIENT: MESSY OAK  
 SURVEYOR: CHRIS FROE (JONES SURVEYING, WACOCHA, IL)  
 DATE: OCTOBER 18, 2018  
 INSTRUMENT NUMBER: 2019001216 (1/28/2019)  
 EDMUNSON-HARRISON SUBDIVISION  
 CLIENT: MESSY OAK  
 SURVEYOR: CHRIS FROE (JONES SURVEYING, WACOCHA, IL)  
 DATE: JANUARY 25, 2019 (NO. SPANISHUR, NO. STAMP)  
 PLAT DATE: OCTOBER 18, 2018  
 INSTRUMENT NUMBER: 2019001453 (2/7/2019)  
 EDMUNSON-HARRISON SUBDIVISION AMENDED  
 CLIENT: MESSY OAK  
 SURVEYOR: CHRIS FROE (JONES SURVEYING, WACOCHA, IL)  
 DATE: JANUARY 25, 2019 PLAT DATE: OCTOBER 18, 2018

THIS PLAT IS PART OF A 3-PAGE DOCUMENT AND IS NOT COMPLETE WITHOUT THE ASSOCIATED SURVEYORS REPORT.

**LFF INC**  
 238 MADISON BLVD  
 TERRE HAUTE, IN 47803  
 P: (812) 242-2990  
 EMAIL: VINCE@LFFINC.COM

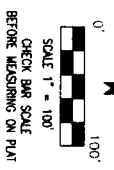
CLIENT: BILLY VOILS  
 9500 N. LENDERSMAN PL.  
 WEST TERRE HAUTE, IN 47885

OWNER: DAVID VOILS & LESLIE VOILS (M+W)  
 10400 N. SHERBURNE PL.  
 WEST TERRE HAUTE, IN 47885

PROPERTY ADDRESS: 10400 N. SHERBURNE PL.  
 WEST TERRE HAUTE, IN 47885

JOB NO.: VOT-13-9-23-157  
 FIELDWORK COMPLETED: 4/14/2023

PAGE 1 OF 3



ENTERED FOR INFORMATION  
Subject to final acceptance for Transfer

2019009589 WD \$25.00  
09/10/2019 02:36:10P 2 PGS  
Stacey Todd  
VIGO County Recorder IN  
Recorded as Presented

SEP 10 2019

*James W Brankle*  
VIGO COUNTY AUDITOR

## WARRANTY DEED

THIS INDENTURE WITNESSETH that **Jeffrey W. Edmondson and Michelle R. Edmondson**, "Grantor" of the State of Indiana, CONVEYS, GRANTS, AND WARRANTS to **David Voils and Leslie Voils**, as husband and wife, "Grantee" of the State of Indiana, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Vigo County in the State of Indiana, to-wit:

TRACT 2:

A tract of land being part of Northeast Quarter of Section 7, Township 13 North, Range 9 West of the Second Principal Meridian, Vigo County, Indiana, and being more particularly described as follows:

Commencing at a found iron rod marking the Northeast corner of said Section 7; thence along the East line of said Northeast Quarter, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a set mag spike marking the point of beginning of the tract of land described herein.

From the point of beginning; thence continuing along said East line, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a found iron rod; thence leaving said East line, South 89 degrees 42 minutes 37 seconds West, 784.13 feet; thence South 01 degrees 00 minutes 17 seconds East, 500.00 feet; thence South 89 degrees 42 minutes 56 seconds West, 276.00 feet; thence North 01 degrees 00 minutes 16 seconds West, 789.61 feet to a set iron rod; thence North 89 degrees 31 minutes 06 seconds East, 1060.05 feet to the point of beginning.

The above described tract of land containing 10.26 acres is based upon an actual boundary survey completed by the Jones Surveying and Engineering Corporation, during the month of August, 2018 and is subject to all road right-of-ways, easements of record and/or prescription, restrictions, reservations and conditions of record, if any.

Subject to any and all covenants, conditions, restrictions, ordinances, by-laws, easements, leases and other matters of record affecting title to the subject real estate, as well as rights of way for drainage tiles, ditches, feeders and laterals, if any.

Taxes shall be prorated to the date of this deed.

DATED this 6<sup>th</sup> day of September, 2019.

*Jeffrey W. Edmondson*  
Jeffrey W. Edmondson

*Michelle R. Edmondson*  
Michelle R. Edmondson

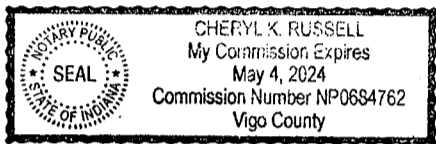
2

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

Before me, the undersigned, a Notary Public in and for said County and State, this 16<sup>th</sup> day of September, 2019, personally appeared Jeffrey W. Edmondson and Michelle R. Edmondson, 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: \_\_\_\_\_  
Cheryl K Russell  
Notary Public



Printed: \_\_\_\_\_  
Residing in \_\_\_\_\_ County

Mail Tax Statements To Grantee at: 1802 River Birch Ct.  
Terre Haute, IN 47803

Mail Deed To: Integrity Title Services, 1532 Wabash Ave., Terre Haute, IN 47807

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.

Cheryl K Russell

This instrument was prepared by: John Gurchiek of GURCHIEK LAW, INC., P.O. Box 6327, Fishers, IN 46038, at the specific request of the parties or their authorized representatives based solely on information supplied by one or more of the parties to this conveyance. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided and makes no representation regarding the status or quality of the title hereby conveyed by Grantor's execution and Grantee's acceptance of this instrument.  
CMT: 19 0832

2020008529 MTG \$55.00  
07/10/2020 12:30:14P 16 PGS  
Stacee Todd  
VIGO County Recorder IN  
Recorded as Presented



When recorded, return to:  
First Financial Bank NA  
Attn: Mortgage Lending Department  
PO Box 540  
Terre Haute, IN 47808

Title Order No.: 20 04147 VOILS

LOAN #: 90320108643

[Space Above This Line For Recording Data]

### MORTGAGE

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 10, 2020, together with all Riders to this document.

(B) "Borrower" is DAVID A VOILS JR a/k/a DAVID VOILS AND LESLIE A VOILS, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is First Financial Bank NA.

Lender is a Commercial Bank,  
The United States of America.

organized and existing under the laws of  
Lender's address is One First Financial Plaza, Terre Haute, IN 47807.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 10, 2020. The Note states that Borrower owes Lender THREE HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100\* Dollars (U.S. \$384,750.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2050.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider

- Second Home Rider
- Other(s) [specify]

Construction/Permanent Loan  
Rider to Security Instrument



LOAN #: 90320108643

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".  
APN #: 84-02-07-200-013.000-025

which currently has the address of 10400 N Shelburne PL, West Terre Haute, Indiana 47885 ("Property Address"): [Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender





need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sen-



tences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although



Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing



Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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



19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

24. **Waiver of Valuation and Appraisement.** Borrower waives all right of valuation and appraisement.



LOAN #: 90320108643

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

Witnesses:

\_\_\_\_\_

X David A Voils Jr. 7-10-20 (Seal)  
DAVID A VOILS JR DATE

X Leslie A Voils 7-10-20 (Seal)  
LESLIE A VOILS DATE

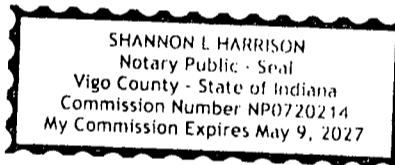
State of INDIANA  
County of VIGO SS:

Before me the undersigned, a Notary Public for Vigo (Notary's county of residence) County, State of Indiana, personally appeared DAVID A VOILS JR AND LESLIE A VOILS, (name of signer), and acknowledged the execution of this instrument this 10th day of JULY, 2020.

My commission expires: \_\_\_\_\_  
County of residence: \_\_\_\_\_  
Shannon L Harrison  
(Notary's signature)

\_\_\_\_\_  
(Printed/typed name), Notary Public

Lender: First Financial Bank NA  
NMLS ID: 401915  
Loan Originator: Andrew D Metheny  
NMLS ID: 131078



a

LOAN #: 90320108643

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.

*Mellony K Workman*  
MELLONY K. WORKMAN

THIS DOCUMENT WAS PREPARED BY:  
MELLONY K. WORKMAN  
FIRST FINANCIAL BANK, NA  
1 FIRST FINANCIAL PLAZA  
TERRE HAUTE, IN 47808  
812-238-6407

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01  
Ellie Mae, Inc. Page 9 of 9

INUDEED 1016  
INUDEED (CLS)  
07/09/2020 04:32 PM PST





CERTIFICATE OF PROOF

Pursuant to IC § 32-21-2-3 (2020)

WITNESS to the signature(s) on the foregoing deed, mortgage, or other instrument ("Instrument") to which this Proof is attached:

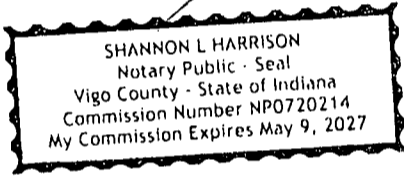
X Nancy L Swalls  
Witness Signature

X NANCY L SWALLS  
Witness Name (must be typed / printed)

PROOF:  
STATE OF INDIANA  
COUNTY OF Vigo

Before me, a Notary Public in and for said County and State, on this 10th day of JULY, 2020, personally appeared the above named WITNESS to the foregoing Instrument, who, being by me duly sworn, did depose and say that he/she knows David A Voils Jr and Leslie A Voils to be the individual(s) described in and who executed the foregoing Instrument; that said WITNESS was present and saw the same individual(s) execute the Instrument as a voluntary act; and that said WITNESS at the same time subscribed his/her name as a witness hereto.

X Shannon L Harrison  
NOTARY PUBLIC



Notary Name exactly as Commission  
Notary Public - State of Indiana  
Seal  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Property Address: 10400 N Shelburne PL, West Terre Haute, IN 47885

Grantees Address and Tax Mailing Address: 1802 River Birch Ct, Terre Haute, IN 47803

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. PREPARER'S NAME: Mellony K Workman

Instrument prepared by: Mellony K. Workman  
First Financial Bank, NA  
1 First Financial Plaza  
Terre Haute, IN 47808  
812-238-6407



EXHIBIT "A"

LEGAL DESCRIPTION

The following described real estate located in Vigo County, to-wit:

TRACT 2:

A tract of land being part of Northeast Quarter of Section 7, Township 13 North, Range 9 West of the Second Principal Meridian, Vigo County, Indiana, and being more particularly described as follows:

Commencing at a found iron rod marking the Northeast corner of said Section 7; thence along the East line of said Northeast Quarter, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a set mag spike marking the point of beginning of the tract of land described herein.

From the point of beginning; thence continuing along said East line, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a found iron rod; thence leaving said East line, South 89 degrees 42 minutes 37 seconds West, 784.13 feet; thence South 01 degrees 00 minutes 17 seconds East, 500.00 feet; thence South 89 degrees 42 minutes 56 seconds West, 276.00 feet; thence North 01 degrees 00 minutes 16 seconds West, 789.61 feet to a set iron rod; thence North 89 degrees 31 minutes 06 seconds East, 1060.05 feet to the point of beginning.

The above described tract of land containing 10.26 acres is based upon an actual boundary survey completed by the Jones Surveying and Engineering Corporation, during the month of August, 2018 and is subject to all road right-of-ways, easements of record and/or prescription, restrictions, reservations and conditions of record, if any.

Commonly known as: 10400 N Shelburne Pl, West Terre Haute, IN 47885

Parcel No.: 84-02-07-200-013.000-025

**CONSTRUCTION/PERMANENT LOAN  
RIDER TO SECURITY INSTRUMENT  
(INCLUDING SECURITY AGREEMENT)**

(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on **July 10, 2020** and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of **First Financial Bank NA, a Commercial Bank**

("Lender") to secure Borrower's Note to Lender and the Construction Loan Addendum to Note, both of the same date (collectively, the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

**1. Construction Loan Agreement.** The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full.

**2. Future Advances.** During the Construction Loan Phase, interest will accrue on the outstanding Principal according to the terms set forth in the Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Loan Phase, but in no event after **12** months from the date of this Rider.

**3. Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

**4. Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

**5. Permanent Mortgage Date.** On the day the Construction Loan Phase ends, the loan evidenced by the Note will become a permanent mortgage loan (the "Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.

**6. Occupancy.** Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the Permanent Mortgage Date and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy,



unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

#### 7. Security Agreement and Financing Statement.

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale or under judgment of a court, or otherwise, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a mortgage, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

8. **Invalid Provisions.** If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.

#### 9. Addresses.

The name and address of the Borrower is:  
**David A Voils Jr**  
**1802 River Birch Ct**  
**Terre Haute, IN 47803**

The name and address of the Lender/Secured Party is:  
**First Financial Bank NA, a Commercial Bank**  
**One First Financial Plaza**  
**Terre Haute, IN 47807**



LOAN #: 90320108643

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

X David A Voils Jr. 7-10-20 (Seal)  
 DAVID A VOILS JR DATE

X Leslie Voils 7-10-20 (Seal)  
 LESLIE A VOILS DATE

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.



CERTIFICATE OF PROOF

Pursuant to IC § 32-21-2-3 (2020)

15

WITNESS to the signature(s) on the foregoing deed, mortgage, or other instrument ("Instrument") to which this Proof is attached:

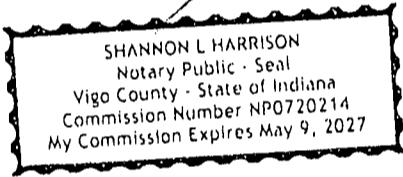
X Nancy L Swalls  
Witness Signature

X NANCY L SWALLS  
Witness Name (must be typed / printed)

PROOF:  
STATE OF INDIANA  
COUNTY OF Vigo

Before me, a Notary Public in and for said County and State, on this 10th day of JULY, 2020, personally appeared the above named WITNESS to the foregoing Instrument, who, being by me duly sworn, did depose and say that he/she knows David A Voils Jr and Leslie A Voils to be the individual(s) described in and who executed the foregoing Instrument; that said WITNESS was present and saw the same individual(s) execute the Instrument as a voluntary act; and that said WITNESS at the same time subscribed his/her name as a witness hereto.

X Shannon L Harrison  
NOTARY PUBLIC



Notary Name exactly as Commission  
Notary Public - State of Indiana  
Seal  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Property Address: 10400 N Shelburne PL, West Terre Haute, IN 47885

Grantees Address and Tax Mailing Address: 1802 River Birch Ct, Terre Haute, IN 47803

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. PREPARER'S NAME: Mellony K Workman

Instrument prepared by: Mellony K. Workman  
First Financial Bank, NA  
1 First Financial Plaza  
Terre Haute, IN 47808  
812-238-6407



EXHIBIT "A"

LEGAL DESCRIPTION

The following described real estate located in Vigo County, to-wit:

TRACT 2:

A tract of land being part of Northeast Quarter of Section 7, Township 13 North, Range 9 West of the Second Principal Meridian, Vigo County, Indiana, and being more particularly described as follows:

Commencing at a found iron rod marking the Northeast corner of said Section 7; thence along the East line of said Northeast Quarter, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a set mag spike marking the point of beginning of the tract of land described herein.

From the point of beginning; thence continuing along said East line, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a found iron rod; thence leaving said East line, South 89 degrees 42 minutes 37 seconds West, 784.13 feet; thence South 01 degrees 00 minutes 17 seconds East, 500.00 feet; thence South 89 degrees 42 minutes 56 seconds West, 276.00 feet; thence North 01 degrees 00 minutes 16 seconds West, 789.61 feet to a set iron rod; thence North 89 degrees 31 minutes 06 seconds East, 1060.05 feet to the point of beginning.

The above described tract of land containing 10.26 acres is based upon an actual boundary survey completed by the Jones Surveying and Engineering Corporation, during the month of August, 2018 and is subject to all road right-of-ways, easements of record and/or prescription, restrictions, reservations and conditions of record, if any.

Commonly known as: 10400 N Shelburne Pl, West Terre Haute, IN 47885

Parcel No.: 84-02-07-200-013.000-025



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, FIRST FINANCIAL BANK N.A., formerly known as Terre Haute First National Bank, Terre Haute, Indiana, and successor in interest to First Ridge Farm Bank, First National Bank of Marshall, First Citizens State Bank, First State Bank, First Parke State Bank, First Farmers State Bank, First Crawford State Bank, Community Bank and Trust NA, First National Bank of Danville, and First Community Bank, does hereby release from the lien of that certain mortgage made to it on 7/10/2020, by DAVID A VOILS JR AKA DAVID VOILS AND LESLIE A VOILS, the payment of principle sum of \$ 384,750.00 which mortgage was recorded in the office of the Recorder of VIGO County in the State of IN, with the recording information as follows: 202008529 recorded on 7/10/2020, the following described real estate embraced therein, in the County of VIGO, in the state of IN, to-wit; 84-02-07-200-013.000-025

See Attached

Said mortgage shall remain in full force and effect as to all other real estate embraced therein.

IN WITNESS WHEREOF, FIRST FINANCIAL BANK has caused this instrument to be executed in its name and behalf by its MORTGAGE LOAN SERVICING MANAGER on 10/12/2023.

STATE OF INDIANA  
COUNTY OF VIGO SS:

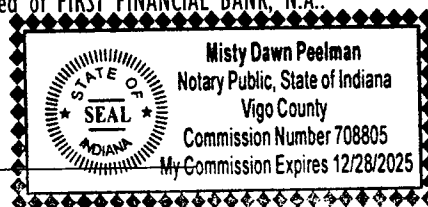
FIRST FINANCIAL BANK

BY: Jeffrey E. Tarrh  
JEFFREY E. TARRH, MORTGAGE LOAN SERVICING MANAGER

Personally appeared before me, the undersigned, a Notary Public within and for said County and State, JEFFREY E TARRH, to me known and known to me to be MORTGAGE LOAN SERVICING MANAGER of FIRST FINANCIAL BANK, and acknowledged the execution of the annexed and foregoing instrument as his free act and deed and as the free act and deed of FIRST FINANCIAL BANK, N.A.

WITNESS my hand and notary seal October 12, 2023.

Misty Dawn Peelman  
MISTY DAWN PEELMAN Notary Public



MY COMMISSION EXPIRES: 12/28/2025  
MY COUNTY OF RESIDENCE: VIGO

I AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW.

Misty Dawn Peelman  
Printed Name: Misty Peelman

THIS INSTRUMENT WAS PREPARED BY: Misty D Peelman, FIRST FINANCIAL BANK N.A., MORTGAGE SERVICING 90320108643



EXHIBIT 'A' – LEGAL DESCRIPTION

Real Estate located in VIGO County, State of Indiana, and more particularly described as follows, to-wit:

Voils Estate, being a part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 13 North, Range 9 West, Fayette Township, Vigo County, Indiana as shown in Plat recorded August 23, 2023 as Instrument No. 2023009498, records of the Recorder's Office of Vigo County, Indiana.

2020008530 AGREEMENT \$25.00  
07/10/2020 12:30:14P 15 PGS  
Stacey Todd  
VIGO County Recorder IN  
Recorded as Presented



When recorded, return to:  
First Financial Bank NA,  
Attn: Mortgage Lending Department,  
PO Box 540,  
Terre Haute, IN, 47808

LOAN #: 90320108643

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "Loan Agreement") is made on **July 10, 2020**  
by and between **David A Voils Jr AND Leslie A Voils**

(the "Borrower"), whose address is **1802 River Birch Ct, Terre Haute, IN 47803**

and **First Financial Bank NA**

and its successors and/or assigns (the "Lender"), whose address is **One First Financial Plaza, Terre Haute, IN 47807.**

In this Loan Agreement, "you" and "your" refer to the Borrower, and "we", "us" and "our" refer to the Lender.

Multistate – Residential Construction Loan Agreement (Construction/Permanent Loan)  
Ellie Mae, Inc. Page 1 of 13

GCNSTPAGR 0317  
GCNSTPAGL (CLS)  
07/09/2020 04:32 PM PST



RECITALS:

- A. You own or are purchasing certain real property described in Exhibit A attached to this Loan Agreement (the "Property") and propose to construct a residence building and related improvements thereon (the "Improvements").
- B. We have agreed to make a loan to you to finance the purchase of the Property (if applicable) and to construct the Improvements in the principal sum of **\$384,750.00** (the "Loan"), as evidenced by that certain promissory note of this date issued by you to us and any riders thereto (the "Note") and secured by a deed of trust, mortgage or similar security instrument from you for our benefit, encumbering the Property, and any riders thereto (the "Security Instrument").
- C. We are entering into this Loan Agreement to set forth the terms and conditions by which we will advance the proceeds of the Loan to you (the "Loan Proceeds") for the construction of the Improvements.

AGREEMENTS:

- 1. **Definitions.** In this Loan Agreement, the following terms shall have the meanings indicated:
  - (a) "Borrower Funds" means an amount equal to the difference, if any, between the estimated total cost of the Improvements and the Loan Proceeds allocated in the Budget for the financing of the Improvements.
  - (b) "Budget" means the construction budget heretofore approved by us attached hereto as Exhibit B.
  - (c) "Construction Completion Date" means **July 10, 2021** being the date on which the construction of the Improvements must be completed in all material respects so as to permit us to make the final disbursement of the Loan Proceeds to you.
  - (d) "Construction Contract" means the contract for the construction of the Improvements between you and the Contractor dated **April 5, 2020**.
  - (e) "Construction Period" means the period of time from the date hereof until the Completion Date.
  - (f) "Contractor" means
    - Borrower is acting as Contractor thus, any reference to Contractor herein shall mean Borrower, and any obligations of Contractor shall be obligations required of Borrower.
    - Tuberosa**  
My Contractor. At or before closing of the Loan, I have entered into a written agreement ("Construction Contract") with **Tuberosa** ("Contractor") with offices at  
  
for all the Work.
  - (g) "Draw Request" means the Draw Request and Disbursement Authorization in the form attached hereto as Exhibit C.
  - (h) "Draw Schedule" means the schedule pursuant to which we will disburse the Loan Proceeds to you which is attached hereto and made a part hereof as Exhibit D.
  - (i) "Holdback" means an amount equal to **5.000 %** of the Loan Proceeds which we will retain and not disburse until the completion of construction of the Improvements. You acknowledge that the Holdback will not be available to fund construction of the Improvements as construction progresses; but, it will be held by us and not disbursed until all conditions for the final disbursement of the Loan Proceeds have been satisfied.
  - (j) "Loan Documents" means the Note, the Security Instrument, this Loan Agreement, Assignments of the Construction Contract and the Plans, an Assignment of Contracts, Licenses, Permits and Warranties, and any other documents pertaining to the Loan.
  - (k) "Plans" means the plans and specifications for the Improvements heretofore approved by us and by all governmental authorities whose approval is required in order to commence construction of the Improvements.
  - (l) "Title Company" means the title insurance company that issues the Lender's title insurance policy on the Property to us as required in this Loan Agreement.



**LOAN #: 90320108643**

**2. Borrower's Obligation.** You shall, within twenty (20) days from the date of this Loan Agreement, obtain and provide copies, certified if requested by us, of (a) all building permits or equivalent permits if the building permit is issued in stages, (b) all approvals, consents, and permits of any governmental authority, (c) all approvals which may be required under any recorded covenants, restrictions or conditions, and (d) permits for water, gas, electricity and storm and sewage disposal utilities. Thereafter, you shall cause the construction of the Improvements to be commenced not later than thirty (30) days from the date of recordation of the Security Instrument and to be completed with due diligence in such manner so that all conditions to the final disbursement of the Loan Proceeds shall have been satisfied and the final advance shall have been made by no later than the Completion Date.

**3. Use of Loan Proceeds.** We shall disburse to you or on your behalf an amount not to exceed the total amount of the Loan in accordance with the terms of this Loan Agreement and pursuant to the Draw Schedule. You agree that the Loan Proceeds shall be used for the purchase of the Property (if applicable), to pay off any current liens against the Property (if applicable) and the construction of the Improvements as provided in the Plans, in accordance with the Budget and pursuant to the Construction Contract. Any Loan Proceeds that remain after all disbursements have been made hereunder shall be credited by us, as a partial prepayment by you, against the principal balance owing under the Note.

**4. Borrower's Equity.** You acknowledge and agree that you must deposit the Borrower Funds with us before we shall have any obligation to disburse any portion of the Loan Proceeds. Any Borrower Funds placed with us will be drawn upon and used to fund the costs of construction prior to any advances being made under this Loan Agreement. Additionally, to the extent permitted by applicable law, you agree that the Borrower Funds may be used by us to offset any amounts owing to us under the Loan Documents upon an Event of Default. You further agree that, unless otherwise required by applicable law, you shall not be entitled to interest or other earnings on the Borrower Funds. If at any time during the course of construction of the Improvements it is determined by us in our sole discretion that the total cost to complete the Improvements exceeds the Loan Proceeds remaining to be disbursed by us, you agree that, upon our request, you shall deposit with us an amount equal to such difference prior to any further disbursement of the Loan Proceeds.

**5. Conditions Precedent for Making Disbursements.** Our obligation to make the initial and each subsequent disbursement under this Loan Agreement is conditioned upon there being delivered to us, in form and substance satisfactory to us, the following:

- (a) Execution and delivery to us by you of the Loan Documents.
- (b) Evidence satisfactory to us that: (i) the Loan Proceeds are sufficient to pay the costs of construction remaining to be performed in accordance with the Budget and Plans, and (ii) our security interest remains in a first priority position on the Property (including, but not limited to, affidavits from you, contractors, architects, and others, certifying that work has not been done on or with respect to the Property or the Improvements before the date of recordation of the Security Instrument).
- (c) A mortgagee's or lender's policy of title insurance in form and substance satisfactory to us, together with such title insurance endorsements to the said policy as we may require, including any endorsements insuring the continued priority of the Security Instrument over any and all liens (including, without limitation, mechanics' liens). Without limiting the foregoing, if required by us, you shall provide to us and pay for an endorsement prior to the payment of each interim disbursement.
- (d) A policy of general homeowners insurance and/or course of construction casualty insurance, in the form of an "all risk" policy with fire, extended coverage, builder's risk, general liability and worker's compensation (unless waived), replacement cost, vandalism, and malicious mischief insurance coverage. Builder's risk insurance obtained by the Contractor may be acceptable to Lender in lieu of "course of construction insurance" provided that such insurance meets all requirements of this Loan Agreement and we approve such substitution.
- (e) Evidence satisfactory to us that the Property is not situated in an area designated by the Federal Emergency Management Agency as being located in a special flood hazard area and, if the Property is located in a special flood hazard area, evidence that you have submitted a flood insurance application in the amount and form acceptable to us.
- (f) Copies of all permits and approvals required for the construction and use of the Improvements (including, but not limited to, building permits, grading permits, water management approvals, plan approvals, utility allocations, etc.) and evidence that all applicable environmental requirements have been met.
- (g) Evidence satisfactory to us that the Plans have been approved by applicable homeowners association, subdivision planning or architectural review committees, if applicable.



**LOAN #: 90320108643**

(h) A boundary survey of the Property acceptable in all respects and certified to us and the Title Company. Upon completion of the foundation for the Improvements, the survey must be updated in a manner acceptable to us and the Title Company showing that the Improvements will be constructed entirely upon the Property and not encroach upon any easement areas or violate any setbacks or other restrictions applicable to the Property.

(i) Letters dated within 30 days of closing from the appropriate utility service companies that indicate that water, sewer, electricity and gas (if applicable) are available to the Property in sufficient quantity to serve the Improvements. The letters from the companies supplying water and sewer must certify that the Plans are in compliance with local health authorities.

(j) Payment and performance bonds in an amount equal to 100% of the guaranteed maximum contract price for the Improvements in the Construction Contract, issued by a bonding company satisfactory to us, with a dual-obligee rider naming us as co-obligee.

(k) An updated list of all subcontractors and suppliers with whom the Contractor has a contract for the construction of any part of the Improvements, prepared and certified by the Contractor.

(l) An agreement of the Contractor assenting to the assignment of the Construction Contract to us and agreeing to perform on our behalf all obligations under the Construction Contract upon any Event of Default.

(m) A certification of the architect preparing the Plans, certifying that the Plans comply with all applicable laws and regulations and granting us the right to retain and use the Plans in completing construction of the Improvements, upon any Event of Default.

(n) You have deposited the Borrower Funds with us.

(o) Evidence satisfactory to us that there is not any pending litigation against you.

(p) Evidence satisfactory to us that no Events of Default shall have occurred.

(q) Evidence satisfactory to us that the Contractor has all required licenses and insurance coverages to perform its obligations under the Construction Contract and that no event of default under the Construction Contract shall have occurred.

(r) Such other conditions as we may reasonably impose and which are set forth in Exhibit E, if any, to this Loan Agreement.

**6. Other Terms of Disbursements.**

(a) *Interim Disbursements.* All interim disbursements shall be requested by you or the Contractor delivering to us a Draw Request duly executed by you and the Contractor in accordance with the Draw Schedule. At least **five (5)** business days prior to the date on which each draw is to be made, the Draw Request and all other documents, instruments, and writings which may then be required by us shall be delivered to us. The amount of each disbursement shall be based on the value of the work completed (WORK IN PLACE ONLY) and approved by us. The disbursement will be calculated on the work actually completed less the total of all monies previously drawn. The proceeds of each disbursement shall be applied solely to the payment of those items set forth in the Draw Request and approved by us. IF THE PROGRESS OF THE WORK IN PLACE IS NOT CONSISTENT WITH THE DRAW SCHEDULE, WE WILL DISBURSE ONLY THE AMOUNT OF FUNDS THAT WE DETERMINE, IN OUR SOLE AND ABSOLUTE DISCRETION, IS APPROPRIATE BASED ON OUR INSPECTION OF THE PROGRESS OF THE WORK. Any advance that may be made by us prior to the fulfillment by you of any requirements specified by us or of any condition precedent set forth in this Loan Agreement, the Note, the Security Instrument or any of the other documents related to the Loan shall not be deemed a waiver of our right to have such requirement or condition precedent fulfilled prior to making subsequent disbursements.

(b) *Binding Effect of Draw Request.* Presentation of the Draw Request to us by you and/or your acknowledgement of the Draw Request shall constitute your representation to us that all representations and warranties set forth herein and in the Draw Request are true and correct, all work completed through the date of the Draw Request has been fully accepted by you, completed in a good and workmanlike manner, in conformity with the Plans and shall additionally constitute your unconditional waiver of any claims to the effect that such work was not performed in such manner.



**LOAN #: 90320108643**

(c) *Partial Lien Waivers/Releases.* It shall be a condition of all interim disbursements that each Draw Request must be accompanied by a release or waiver of liens, satisfactory to us and the Title Company in all respects, signed by each supplier and subcontractor who was to be paid under the prior Draw Request.

(d) *Form of Disbursements.* All interim disbursements may be made directly by us or indirectly through the Title Company or other settlement or escrow agent, as we may determine in our sole discretion, as permitted by law. All disbursements shall be made by check or other appropriate credit transfer to your order or, in our discretion, individually to or jointly with you and the Contractor, or any subcontractor or supplier, if we deem it necessary to avoid a potential mechanic's lien claim. In such circumstance, we may first give you notice of our intention to obtain a release of such claim with such a disbursement. All such payments made by us to persons other than you shall be deemed made for your use and benefit with the same force and effect as if disbursed directly to you.

(e) *Disbursements for Indirect Costs.* Subject to the terms set forth herein, disbursements for indirect costs as described in the Budget (other than for interest, contingencies, Contractor overhead or supervision) shall be made to reimburse you for the amount of the indirect costs relating to the construction of the Improvements previously paid by you pursuant to the approved Budget (as evidenced by invoices and receipts, cancelled checks or other evidence of payment of all such indirect costs, and not merely the amount covered by the disbursement by us), all as approved by us.

(f) *Interest Reserve.* If you, the Borrower, elect to establish an Interest Reserve Account, the Budget will include an interest reserve to cover the estimated interest to be accrued on the outstanding portion of Loan during the Construction Period. We shall make disbursements of the appropriate interest payments to ourselves from the interest reserve account on the dates indicated in the Note without any prior notice to you, provided that there are sufficient funds available. In the event that sufficient funds are no longer available from the interest reserve, you agree to pay interest on the Note to us from funds outside the Loan. You further agree that disbursements on account of accrued interest on the Loan shall become part of the outstanding Loan principal upon disbursement, and interest will accrue thereon under the terms of the Note.

(g) *Multiple Borrower Draw Requests.* If you, the Borrower, are more than one person, then you hereby agree that either or any of them are authorized to approve Draw Requests on your behalf; provided, however, that if we receive conflicting instructions, we shall be under no obligation to make the related disbursement until such time as we receive consistent instructions and authorizations.

(h) *Change Orders.* You will provide to us copies of all change orders for approval. You will not permit the Contractor to do any work not included in the Construction Contract until a written change order has been signed by you and by the Contractor and we have approved it in writing. We may refuse to approve any change that will adversely affect the value of the Property as security for the Loan, or will cause the completion of the Improvements to be delayed beyond the Completion Date, or if you do not have sufficient funds to pay for such change. You agree to pay for all changes approved by us as work is performed or to otherwise satisfy us that such work will be timely paid, and further agree to execute any amendments or modifications of this Loan Agreement considered necessary by us to evidence such changes.

**7. Final Disbursement.** We shall have no obligation to release any portion of the Loan Proceeds allocated to the final disbursement, as set forth on the Draw Schedule, or the Holdback (if any), or any other undisbursed Loan Proceeds, or to otherwise pay any remaining costs of construction, until all of the following shall have occurred to our satisfaction, or shall have been waived by us:

(a) A written and signed notice from you stating that the Improvements have been completed to your satisfaction and requesting that final disbursement be made and the Holdback (if any) released.

(b) A final site visit and review of the progress of construction by an inspection service selected by us confirming that the Improvements have been completed substantially in conformance with the Plans and that a valid notice of completion (or notice of termination or such other notice of similar import) has been filed for the Improvements, if such notice is required by applicable law.

(c) An affidavit from the Contractor that all bills for labor and materials have been paid and that payment of the final draw request to the Contractor will constitute payment in full of all sums payable under the Construction Contract, together with final lien releases or waivers, satisfactory to us and the Title Company in all respects, from the Contractor and from all subcontractors, materialmen and laborers have been received by us.

(d) A certificate of occupancy or equivalent governmental approval has been obtained and provided to us.

(e) An as-built update of the survey of the Property satisfactory to us and the Title Company in all respects.



(f) The Title Company shall have issued a new title insurance policy, or an endorsement to our existing title insurance policy respecting the Property, insuring that the Security Instrument is a first lien on the Property, not subject to any mechanics' or contractor's liens or mortgage rights, and subject only to those other matters set forth as exceptions in our original title insurance policy and approved by us or those consented to by us thereafter; and, you agree to deliver an indemnity agreement respecting lien claims to the Title Company if required to enable it to issue any such endorsements or title insurance policy.

(g) If a Builder/All Risk Policy was obtained at or before closing it must be replaced with a homeowner's extended coverage hazard insurance policy in your name from an insurer and in the amount and with such coverage as we deem satisfactory naming us as loss payee or mortgagee. If the Property is located in a federally designated flood plain and flood insurance was not required prior to closing, a flood insurance policy from an insurer and in the amount and form acceptable to Lender must also be delivered to Lender. You must also provide evidence that Borrower has paid for **twelve (12)** months coverage under all such policies.

(h) Evidence of payment of real estate taxes on the Property and delivery of escrow deposits for taxes, hazard and/or flood insurance or other assessments required by us.

(i) Payment in full of any interest accrued during the Construction Period.

(j) The appraisal of the Property provided Lender as a condition for closing the Loan has been updated and re-approved by Lender.

(k) All requirements for the final disbursement set forth in Exhibit E, if any, have been satisfied.

(l) Compliance with any other reasonable requirement we request.

**8. Lender's Right of Refusal.** We shall have no obligation to make any disbursement if at the time the request for such disbursement is made:

(a) You are in default with respect to any provision of this Loan Agreement or any other agreement, instrument, document or writing related to the Loan;

(b) We determine that there are insufficient undisbursed funds to complete the Improvements in accordance with the Plans or the Construction Contract. We may elect to make such disbursement upon the deposit with us by you of additional Borrower equity funds deemed sufficient by us, when added to remaining funds to so complete the Improvements. Any funds so deposited by you shall be drawn prior to any additional disbursements by us;

(c) We determine that construction of the Improvements have not been performed in accordance with the provisions of the Plans or the Construction Contract;

(d) A period of less than **15** days has elapsed since the date the previous request for disbursement was made;

(e) Any endorsement increasing coverage of the title policy or update to title in connection with such disbursement indicated any changes in the state of title other than the recording of the Security Instrument, the financing statement filed in connection herewith or any other documents recorded by us or at our direction in connection with the Loan; provided, however, we may make such a disbursement upon the resolution by you of such change in a manner acceptable to us; or

(f) We, in our reasonable estimation, determine from information obtained from any source, that you will be unable to complete the Improvements in accordance with the Plans or the Construction Contract, as well as this Loan Agreement, by the Completion Date.

**9. Limitations on Lender's Obligations.**

(a) We shall have no obligation, either express or implied, to you, to the Contractor or to any third parties, to verify that advances made pursuant to this Loan Agreement are actually used to pay for labor or materials furnished in connection with the construction of the Improvements. You agree to assume all risks in the event the Contractor fails to pay for any labor or material so furnished.

(b) We shall have no liability or obligation, either express or implied, to you, to the Contractor, or to any third parties, in connection with the Improvements, their construction, or improvement except to advance monies as provided under this Loan Agreement. Further, we are not liable for the performance of the Contractor



2

**LOAN #: 90320108643**

or any other third parties for any failure to construct, complete, protect, or insure the Improvements or the Property. Nothing under this Loan Agreement shall be construed as a representation or warranty, express or implied, on our part.

**10. Right of Lender to Inspect.** We shall have the right, but not the obligation, to inspect the Property and the Improvements from time to time. You agree to provide proper facilities for making such inspections by such inspector or inspectors as we may appoint; provided, however, that we shall not be obligated to make any such inspections and, if such inspections are made, we shall have no responsibility or liability for the failure or default of the Contractor or any subcontractor, material supplier, or laborer to construct the Improvements in accordance with the Construction Contract or Plans; for the payment of any cost or expense incurred in connection with such construction; or for the performance or non-performance of any obligation of the Contractor or you to any person furnishing labor or materials in connection with such construction, it being agreed that neither you, the Contractor, nor any person having an interest in the Property or the Improvements shall have a right to rely on the procedures employed by us, such procedures being employed solely for our benefit. Further, our agreement to advance funds under this Loan Agreement is expressly conditioned upon our right to inspect the Property and the Improvements and to determine compliance with this Loan Agreement; provided however, that our inspection of the same and determination to advance funds under the provisions of this Loan Agreement shall not be, and may not be deemed to be, a warranty or representation as to the quality, serviceability, habitability, or merchantability of the construction of the Improvements or any portion thereof, it being understood and agreed by you that any inspections made during the course of construction by us or on our behalf, including the review and approval of the Plans, are solely for our benefit; and we will not in any way be responsible for the construction of the Improvements or their sufficiency or quality. Without limitation on the foregoing, the estimated expense of such inspections shall be provided for in the Budget and paid for by you. In the event we determine that additional inspections are required, or additional inspections are performed at your request, the cost of such additional inspections shall be paid by you.

**11. Delayed Completion.**

(a) The construction of the Improvements and all conditions for the final disbursement of the Loan Proceeds must be fully completed to our satisfaction by no later than the Completion Date. If all the work has not been completed, or any conditions for the final disbursement of the Loan Proceeds have not been satisfied and accepted by us by the Completion Date, we shall have the right to exercise either of the following remedies, as we shall choose in our sole and absolute discretion:

- declare an Event of Default and exercise all of the rights reserved to us in the Loan Documents to act in case of an Event of Default, including without limitation acceleration of the Loan balance and foreclosure; or
- extend the time for construction, in which case you agree to pay the costs, fees and expenses associated with such extension, including Project Delay Surcharges (as hereinafter described), extension fees, document preparation fees, courier fees, recording fees, title insurance costs, and all other costs incurred or required to effectuate an extension of the Construction Period.

(b) You understand and agree that we shall have no obligation to permit more time for construction. The time you select for the completion of the Improvements is up to you, and failure to fully complete all construction and meet all required conditions within the time you choose shall be an Event of Default. Any extension that is agreed to by us shall be at our sole discretion.

(c) To the extent permitted by law, in order to offset the costs incurred by us when the completion of construction is delayed, or when the materials and documents necessary to document the same are not received by the Completion Date, you agree that, in addition to any other charges and costs, in the event that we shall extend the Construction Period, you shall pay us a Project Delay Surcharge, for each month that such delay continues or any part thereof. The "Project Delay Surcharge" will be **N/A** per month on the entire amount of the Loan, including any portion of the Loan Proceeds which has not yet been disbursed other than undisbursed funds in the interest reserve account described in Section 6(f) above. We may directly withdraw the Project Delay Surcharge from any funds on hand, or we may bill you for such sums as shall be necessary to assure completion of the Improvements and the full performance of your obligations, including such sums as shall be needed to cover the Project Delay Surcharge.

**12. Right of Lender to Complete.** Upon any Event of Default hereunder or a default under any other agreement relating to the Loan, we shall have the right in our sole discretion to enter and take possession of the Property, whether in person, by agent or by court appointed receiver, and to take any and all actions which we in our sole discretion may consider necessary or appropriate to complete construction of the Improvements, including making changes in plans, specifications, work or materials and entering into, modifying or terminating any contractual arrangements, all subject to our right at any time to discontinue





4

**LOAN #: 90320108643**

any work without liability. In addition, with or without taking possession of the Property, we shall have the right but not the obligation to complete the Improvements or to cure any of your defaults under any of the Plans. Provided, however, that in so doing so, we shall not assume any liability to you or any other person for completing the Improvements, or for the manner or quality of their construction, or for curing any defaults under the Plans; and, you expressly waive any such liability. If we exercise any of the rights or remedies provided in this paragraph, that exercise shall not make us, or cause us to be deemed to be, your partner or joint-venturer. We in our sole discretion may choose to complete construction in our own name. All sums which are expended by us in completing construction or curing your defaults shall be considered to have been disbursed to you hereunder; such sums shall bear interest at the rate interest is accruing under the Note; and such sums and the interest thereon shall be secured by the Security Instrument. For these purposes, we, in our sole discretion, may reallocate any line item or cost category of the Budget and may make use of any available Loan Proceeds and any sums in the Borrower Funds and the disbursement account. Nothing contained herein shall be construed to make us a mortgagee in possession or to be a waiver or modification of our right to enforce payment of any sums owing to us under the Note, the Security Instrument or this Loan Agreement or to affect our right to foreclose the Security Instrument.

**13. Damage to the Improvements.** If the Improvements or any part thereof are damaged or destroyed by flood, earthquake, wind, fire, or by other means, you shall restore the Improvements promptly to their condition prior to such damage or destruction and provide whatever funds are necessary (that is, in addition to proceeds of insurance) to complete restoration. All insurance proceeds attributable to such damage or destruction shall be deposited with us or a depository institution designated by us. You understand and acknowledge that, after any such damage or destruction, we shall be under no obligation to continue disbursing Loan Proceeds or insurance proceeds or other funds until the following shall have occurred: (a) if required by us, you shall have provided to us for our approval a revised Budget, revised Plans and any appropriate amendments to the Construction Contract which address such rebuilding; and (b) you shall have deposited with us such additional Borrower Funds as we, in our sole judgment, deem appropriate to assure completion of the Improvements in accordance with any such approved revised Budget and Plans.

**14. Power of Attorney.** You hereby constitute and appoint us as your true and lawful attorney-in-fact with full power of substitution to complete, or cause to be completed, the Improvements in your name including the right to cause to be advanced any balance which may be held in escrow and any funds which may remain un-disbursed hereunder for the purpose of completing the Improvements in the manner called for by the Plans; to make such additions and changes and corrections in the Plans, which shall be necessary or desirable to complete the Improvements in substantially the manner contemplated by the Plans; to employ such general contractors, subcontractors, agents, architects and inspectors as shall be required for said purpose; to pay, settle or compromise any liens or claims filed or threatened against said Property, or which may be necessary or desirable for the completion of the work or the clearance of title; to execute all applications and certificates in your name which may be required by any construction contract; and, to do any and every act with respect to the construction of the Improvements which you may do in your own behalf. It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest that shall not be affected by the subsequent death, disability or incapacity of the Borrower and shall be irrevocable. We, as attorney-in-fact, shall also have the power to prosecute and defend all actions or proceedings in connection with the construction of the Improvements and to take such action and require such performance as is deemed necessary. You hereby assign and quitclaim to us all sums to be drawn hereunder and all sums in escrow conditioned upon the use of said sums, if any, for the completion of the Improvements.

**15. Subrogation.** It is understood and agreed that the funds advanced by us hereunder, to the extent that such funds are utilized to pay, discharge, or release in whole or in part any outstanding liens and charges against the Property, have been advanced by us at the request of you and the Contractor and upon the representations by you and the Contractor that such funds are due and are secured by valid and enforceable liens against the Property. We shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any such outstanding liens, charges and indebtedness which are paid by us or which are acquired by us by assignment or releases by the holder thereof upon payment.

**16. Taxes and Insurance.** It is agreed that we shall not escrow or impound for taxes and insurance during the loan construction phase; provided, however, subsequent to the Construction Period during the term of the Loan, we may require that an escrow be established to provide for monthly deposits, and any initial deposit as we may determine, in our sole discretion, to cover payment of estimated annual taxes, insurance premiums, municipal assessments and private mortgage insurance, if any. You shall keep the Property and the Improvements insured as provided in this Loan Agreement and shall timely pay all taxes and other amounts that may be due and owing on the Property. We have the option, but not the obligation, without demand or notice and without waiver of any right whatever, to:



2

**LOAN #: 90320108643**

(a) Pay or discharge any lien or claims upon the Property or the Improvements or pay any delinquent tax or assessment thereon; and, upon such payment, we shall be subrogated respectively to the rights of the holder of such lien or claim or to the right of the taxing authority; and

(b) Advance any unpaid insurance premiums and obtain and maintain any insurance policy required by this Loan Agreement, but not provided by you.

You hereby expressly agree to repay to us, upon demand, any and all advances made under this Loan Agreement to cure any default or Event of Default, together with interest thereon at the rate specified in the Note from the respective dates of such advances until paid, and that all such advances shall become a part of the Loan under the Note secured by the Security Instrument.

**17. Borrower's Representations, Covenants and Warranties.** You hereby further warrant, covenant, agree and represent, which warranties, covenants, agreements, and representations shall be deemed to be made with each Draw Request hereunder and shall survive the making of any and all Draw Requests, as follows:

(a) That all obligations shall be performed by you under the Construction Contract, the Note, the Security Instrument, this Loan Agreement and any instrument, document, or writing referenced herein or related to the Loan; and you shall promptly pay when due, from the Loan Proceeds or from your separate funds in the event of any change order or variance with the Plans, all costs, charges, and expenses incurred in connection with the construction of the Improvements;

(b) THAT NO LABOR HAS BEEN PERFORMED OR FURNISHED AND NO MATERIALS HAVE BEEN DELIVERED TO THE PROPERTY AND THAT NO LABOR WILL BE PERFORMED OR FURNISHED AND NO MATERIALS WILL BE DELIVERED PRIOR TO THE RECORDING OF THE SECURITY INSTRUMENT;

(c) That there are no pending lawsuits or judgments against you that may in any way impair your ability to fully perform all agreements contained in this Loan Agreement and any other agreement relating to the Loan;

(d) That the Property will be kept free and clear of any and all liens other than our security interest and any financing statements or other documents filed by us in connection herewith, and you will protect the Property and the Improvements from events and circumstances that cause or may cause the same to decrease in value;

(e) That the Improvements shall remain vacant until completion so as not to impair any insurance policy described under this Loan Agreement;

(f) That the Construction Contract and the Plans constitute the entire agreement between you and the Contractor in connection with the construction of the Improvements, and that no material change in the Construction Contract or the Plans shall be binding upon us unless approved by us in writing;

(g) That you and the Contractor have paid, or will pay, contemporaneously with each disbursement, for all labor or materials furnished in connection with the construction of the Improvements and shall submit to Lender all such receipts, affidavits, canceled checks, lien releases or other evidence of payment of all debts connected with the Improvements as may be requested by Lender from time to time;

(h) That all work performed up to the date of each disbursement has been performed in a good and workmanlike manner pursuant to the provisions of the Construction Contract and this Loan Agreement and in conformance with the Plans;

(i) That all construction has been performed in strict compliance with all applicable ordinances, statutes, regulations, and subdivision requirements or restrictions, which affect the Property;

(j) That no Event of Default exists under this Loan Agreement, or any other documents related to the Loan, and that no event has occurred that with the giving of notice, lapse of time or otherwise, would constitute an Event of Default under this Loan Agreement or any other documents related to the Loan;

(k) That all material delivered to and upon the Property for the purpose of being incorporated in the Improvements shall be considered annexed to the Property and become a part thereof, and shall be subject, as against you, to our rights under this Loan Agreement and Security Instrument;

(l) That within thirty (30) days of the date of recordation of the Security Instrument, you shall commence construction of the Improvements, that the Improvements shall be completed substantially in accordance



LOAN #: 90320108643

with the Plans, the Construction Contract and this Loan Agreement with only such changes as may be approved in writing by us, and that the construction of the Improvements shall be completed on or before the Completion Date;

(m) That the monies to be advanced under this Loan Agreement, together with other funds now available to you, are sufficient to fully construct the Improvements and pay all expenses necessary for such construction;

(n) That each disbursement made under this Loan Agreement shall be used solely for the payment of and for materials, labor, services, costs, and expenses provided for or incurred in connection with the construction of the Improvements or for such other costs and expenses agreed to by us in writing;

(o) That you will immediately notify us and, within 24 hours of receipt, provide us with copies of any claim, notice of intent to file a mechanics lien or the like that you may receive from any subcontractor or supplier performing work or providing materials in connection with the construction of the Improvements; and

(p) That you have not and will not enter into a community property agreement, community property trust or other trust without lender's prior written consent.

**18. Environmental Concerns.** You warrant and represent that the Property is not now being used and to the best of your knowledge has not been used in violation of any federal, state or local environmental law, ordinance, or regulation; that you have not filed or been required to file any federal, state or local report of hazardous substances found or disposed on the Property; that no proceeding has been commenced or notice received concerning any alleged violation of any environmental law, ordinance or regulation; that to the best of your knowledge the Property is free of underground storage tanks, out-of-use transformers, hazardous, radioactive or toxic wastes, contaminants, oil or other similar materials; that the Property has not been and shall not be used in conjunction with or for any activity involving, directly or indirectly, the generation, treatment, storage, transportation, manufacture, use or disposition of hazardous or toxic chemicals, materials, substances or waste of any kind; neither the Property, the soil making up any portion thereof, nor the ground water thereunder making up any portion thereof shall be contaminated so as to be subject to any "clean-up" or similar requirement under any applicable rule, requirement, regulation, ordinance, or law or governmental authority that would in any way inhibit, impair, delay or increase the cost of the Improvements or use of the Property; and that you shall not install or allow to remain upon the Property any chemical, material or substance, exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority, or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property, to the owners of the property adjacent to the Property, or any person. You hereby (i) release and waive any future claims against us for indemnity or contribution in the event you become liable for cleanup or other costs under any such environmental laws, and (ii) agree to indemnify and hold us harmless against any and all claims, losses, liabilities, damages, penalties, and expenses which we may directly or indirectly sustain or suffer resulting from a breach of this Section 18 or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to your ownership or interest in the Property, whether or not the same was or should have been known to you. The provisions of this Section 18, including the obligation to indemnify, shall survive the payment of the Note and shall not be affected by our acquisition of any interest in the Property, whether by foreclosure or otherwise.

**19. Lender's Costs.** To the extent permitted by applicable law, we shall be reimbursed by you for all expenses of any kind, including without limitation attorney's fees, that may be incurred by us in connection with or arising out of this Loan Agreement, and we may deduct from any disbursement or advance to be made hereunder any amount necessary for the payment of any unpaid interest owing to us, any fees, expenses, charges, liens, or encumbrances relating to the construction of the Improvements or upon the Property, or any other amounts necessary for the payment of the cost of constructing the Improvements, and all such deductions may be applied to the payment of such sums, in which case said deductions shall be deemed to be advances under this Loan Agreement.

**20. Borrower's Indemnification.** WITHOUT LIMITING ANY OTHER LIMITATION ON LENDER LIABILITY SET FORTH HEREIN, YOU HEREBY AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES ("INDEMNIFIED PARTIES") HARMLESS FOR, FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND OTHER LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, INCURRED OR ALLEGED AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THE PROPERTY, THIS CONSTRUCTION LOAN AGREEMENT AND/OR THE CONSTRUCTION OF THE IMPROVEMENTS. The provisions of this Section 20 shall survive the termination of this Loan Agreement and the repayment of the Loan.



LOAN #: 90320108643

**21. Events of Default.** In addition to the terms of the Note, the Security Instrument or any other agreement relating to the Loan, the occurrence of any of the events described in this Section 21 (each an "Event of Default" and collectively, the "Events of Default") shall permit us, at our option, to declare the Note in default and, after such notice and opportunity to cure as is afforded to you under the Loan Documents, to exercise such remedies available to us under the Loan Documents as we may elect. The Events of Default shall include:

- (a) Any default by you in making any payment or deposit as and when required hereunder or under the Note, the Security Instrument or other Loan Documents;
- (b) Any representation or warranty made by you herein, in the Note, the Security Instrument or other Loan Documents, or in any other document provided hereunder or otherwise in connection with the Loan, proves to have been false or misleading in any material respect when made;
- (c) We fail to have a legal, valid, binding, and enforceable first lien on the Property for the full amount of the Loan;
- (d) Work is discontinued on the Improvements for a period of **thirty (30)** days and we have not excused such discontinuance or, if we have excused the discontinuance, work is not commenced and completed within the period specified by us;
- (e) If the construction of the Improvements is not performed in a good and workmanlike manner or fails to continue to meet the requirements of all applicable federal, state, county, municipal or other government regulations, including, without limitation, those relating to zoning, building codes and valid permitting;
- (f) If a claim by a potential lien claimant is filed pursuant to applicable law, or, if applicable, a 'stop notice' or 'withhold notice' is served on us pursuant to applicable law, and you have not taken the steps necessary to protect us against the effects of such action;
- (g) You default in the Construction Contract performing any other obligation contained in this Loan Agreement, the Note, the Security Instrument or other Loan Documents, or in any document issued under or provided for herein or which otherwise relates to the Loan, which default is not cured in the time period (if any) set forth in the applicable document; and
- (h) You make an assignment for the benefit of creditors, apply for the appointment of a trustee or receiver, or commence any proceedings under any bankruptcy, insolvency, reorganization, debt adjustment or similar law of the United States or any jurisdiction, or if an involuntary petition or action under any of the foregoing is filed against you.

**22. General Provisions.**

- (a) *No Waiver.* Failure or delay by us to exercise or enforce any right, power, or remedy under this Loan Agreement shall not constitute a waiver of such right, power or remedy under the same.
- (b) *Priority Of This Agreement.* During the term of the construction of the Improvements, the provisions of this Loan Agreement shall control in the event there are any conflicts with any provisions of any instrument, documents, or writing referenced herein. After construction is completed, the terms of the Note and Security Instrument shall govern.
- (c) *Survival.* Any representation or warranty made herein by you shall survive the termination of this Loan Agreement and the repayment of the Loan.
- (d) *Notices.* Any notice, Draw Request or other communication required or permitted to be given under this Loan Agreement shall be in writing and shall be sent to the address indicated above for each respective party as follows: (i) by hand delivery, (ii) by overnight mail with delivery confirmation, (iii) by certified or registered first class mail with return receipt requested, or (iv) by use of confirmed electronic facsimile transmission with a copy of such transmission delivered by mail or hand delivery.
- (e) *Assignment.* You may not assign your rights nor delegate your obligations under this Loan Agreement, the Note and Security Instrument, without our prior written consent, which, unless otherwise provided in the relevant agreement, may be withheld in our sole and absolute discretion. We may assign all of our rights and obligations under this Loan Agreement, including the obligation to make disbursements of the Loan Proceeds under this Loan Agreement, without your consent.



LOAN #: 90320108643

(f) *Binding Effect.* This Loan Agreement shall inure to and bind the heirs, devisees, legal representatives, successors and permitted assigns of the parties hereto.

(g) *Lender's Rights Cumulative.* All rights, powers, and remedies of the Lender contained in this Loan Agreement are cumulative and in addition to all other rights, powers, and remedies created in any other document relating to the Loan or existing under the law.

(h) *Severability.* If any one or more of the provisions of this Loan Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Loan Agreement and all other applications of any such provision shall not be affected thereby.

(i) *Headings.* The headings contained in this Loan Agreement are for reference purposes only and shall not in any way affect the meanings or interpretations hereof.

(j) *Governing Law.* This Loan Agreement shall be governed by laws of the State where the Property is located without regard to principles of conflict of laws.

(k) *Limitation on Beneficiaries.* This Agreement is made by you for our sole benefit; and no other person shall be deemed to have any privity of contract hereunder, nor any right of action hereon. Without limiting the generality of the foregoing, any disbursement that may be made by us hereunder directly to the Contractor or any subcontractor or supplier shall not be deemed a recognition by us of a third party beneficiary status of any such party or entity.

(l) *Conflicts With Construction Contract.* You expressly covenant and agree that, if any terms and requirements of this Loan Agreement are inconsistent in any way with provisions in the Construction Contract, the Construction Contract will be modified and/or interpreted to conform to and give effect to the requirements of this Loan Agreement.

(m) *Further Assurances.* You agree that, from time to time, you will sign and deliver to us any document and assurances we may require to maintain the priority of our security interest in the Property and the Improvements and to help us complete construction of the Improvements if you should be in default.

(n) *Exhibits.* All exhibits referred to herein and attached hereto are incorporated herein and made a part hereof as if fully set forth herein.

(o) *Extension of Authority.* We may designate agents or independent contractors to exercise any of our rights hereunder; and, any reference herein to us shall be deemed to include our employees, agents and independent contractors.

(p) *Time.* Time is of the essence of this Loan Agreement.

(q) *Joint & Several Obligations.* If the Borrower is more than one person, the obligations and undertakings of the Borrower herein shall be deemed to be the joint and several obligations and undertakings of all persons comprising the Borrower.

(r) *No Special Relationship.* The relationship between Lender and Borrower is solely that of lender and borrower. Lender has no fiduciary or other special relationship with or duty to Borrower and none is created by the Loan Documents. Nothing contained in the Loan Documents, and no action taken or omitted pursuant to the Loan Documents, is intended or shall be construed to create any partnership, joint venture, association, or special relationship between Borrower and Lender or in any way make Lender a co-principal with Borrower with reference to the Property, the Improvements or otherwise. In no event shall Lender's rights and interests under the Loan Documents be construed to give Lender the right to control, or be deemed to indicate that Lender is in control of, the business, properties, management or operations of Borrower.

(s) Notwithstanding anything to the contrary, in no event shall interest charged under this Loan Agreement exceed the maximum rate allowed by applicable law.

(t) *Entire Agreement.* This Loan Agreement and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties, and may be amended only by contemporaneous or subsequent written agreement signed by both parties.



LOAN #: 90320108643

You acknowledge that you have read and fully understand all terms and conditions of this Loan Agreement.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

X David A Voils Jr. 7-10-20 (Seal)  
 DAVID A VOILS JR

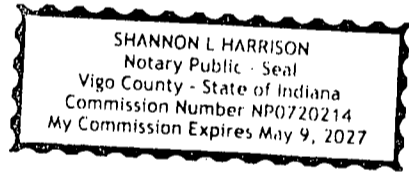
X Leslie A Voils 7-10-20 (Seal)  
 LESLIE A VOILS

State of INDIANA  
 County of VIGO SS:

Before me the undersigned, a Notary Public for Vigo  
 (Notary's county of residence) County, State of Indiana, personally appeared DAVID A VOILS  
 JR AND LESLIE A VOILS, (name of signer), and acknowledged the execution of this instrument  
 this 10th day of JULY, 2020.

My commission expires: \_\_\_\_\_  
 (Notary's Signature) Shannon L Harrison

County of residence: \_\_\_\_\_  
 (Printed/typed name), Notary Public



**CERTIFICATE OF PROOF**

Pursuant to IC § 32-21-2-3 (2020)

WITNESS to the signature(s) on the foregoing deed, mortgage, or other instrument ("Instrument") to which this Proof is attached:

X Nancy L Swalls  
Witness Signature

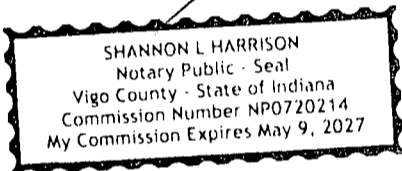
X NANCY L SWALLS  
Witness Name (must be typed / printed)

**PROOF:**

STATE OF INDIANA  
COUNTY OF Vigo

Before me, a Notary Public in and for said County and State, on this 10th day of JULY, 2020, personally appeared the above named WITNESS to the foregoing Instrument, who, being by me duly sworn, did depose and say that he/she knows David A Voils Jr and Leslie A Voils to be the individual(s) described in and who executed the foregoing Instrument; that said WITNESS was present and saw the same individual(s) execute the Instrument as a voluntary act; and that said WITNESS at the same time subscribed his/her name as a witness hereto.

X Shannon L Harrison  
NOTARY PUBLIC



Notary Name exactly as Commission  
Notary Public - State of Indiana  
Seal  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Property Address: 10400 N Shelburne PL, West Terre Haute, IN 47885

Grantees Address and Tax Mailing Address: 1802 River Birch Ct, Terre Haute, IN 47803

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. PREPARER'S NAME: Mellony K Workman

Instrument prepared by: Mellony K. Workman  
First Financial Bank, NA  
1 First Financial Plaza  
Terre Haute, IN 47808  
812-238-6407



EXHIBIT "A"

LEGAL DESCRIPTION

The following described real estate located in Vigo County, to-wit:

TRACT 2:

A tract of land being part of Northeast Quarter of Section 7, Township 13 North, Range 9 West of the Second Principal Meridian, Vigo County, Indiana, and being more particularly described as follows:

Commencing at a found iron rod marking the Northeast corner of said Section 7; thence along the East line of said Northeast Quarter, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a set mag spike marking the point of beginning of the tract of land described herein.

From the point of beginning; thence continuing along said East line, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a found iron rod; thence leaving said East line, South 89 degrees 42 minutes 37 seconds West, 784.13 feet; thence South 01 degrees 00 minutes 17 seconds East, 500.00 feet; thence South 89 degrees 42 minutes 56 seconds West, 276.00 feet; thence North 01 degrees 00 minutes 16 seconds West, 789.61 feet to a set iron rod; thence North 89 degrees 31 minutes 06 seconds East, 1060.05 feet to the point of beginning.

The above described tract of land containing 10.26 acres is based upon an actual boundary survey completed by the Jones Surveying and Engineering Corporation, during the month of August, 2018 and is subject to all road right-of-ways, easements of record and/or prescription, restrictions, reservations and conditions of record, if any.

Commonly known as: 10400 N Shelburne Pl, West Terre Haute, IN 47885

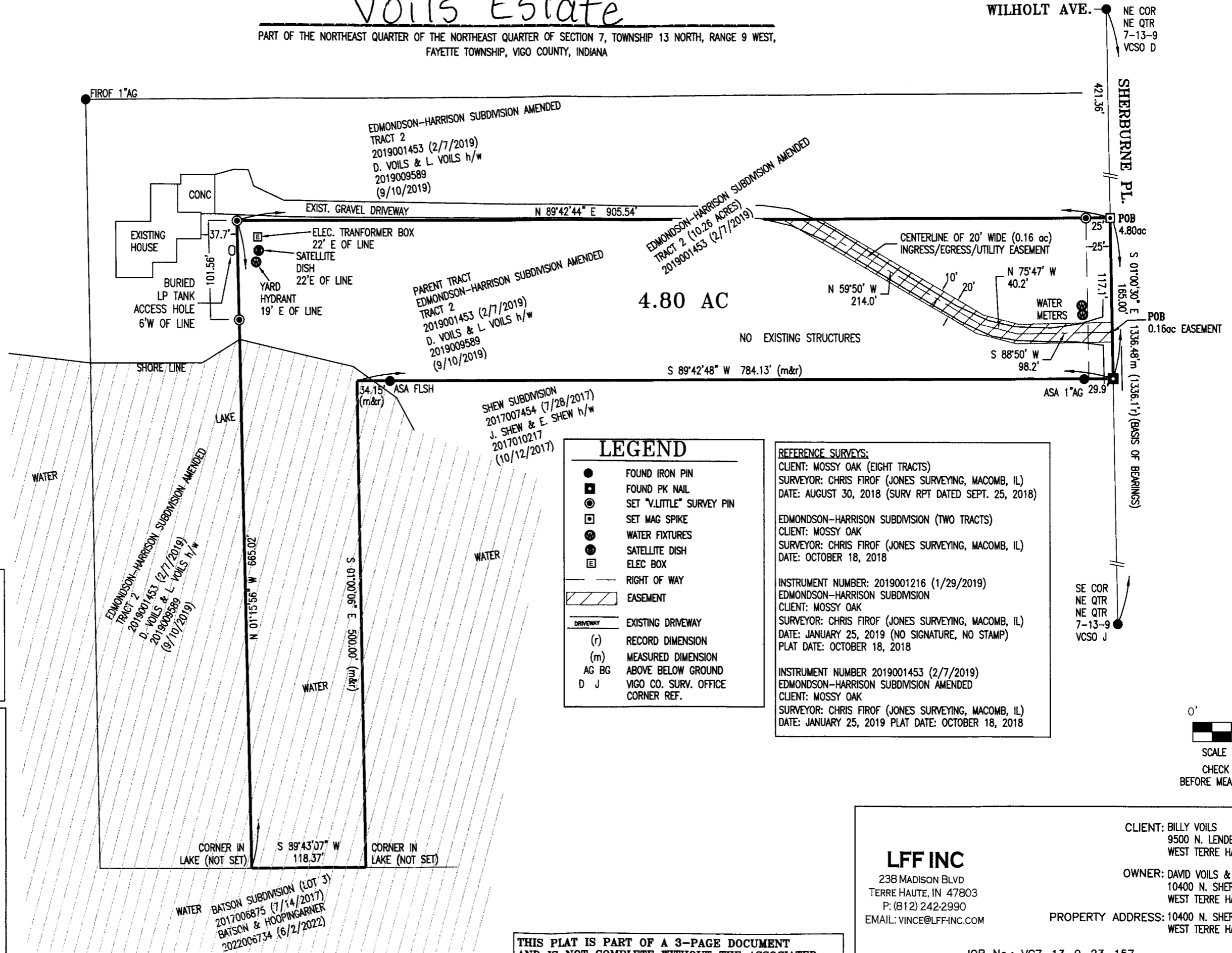
Parcel No.: 84-02-07-200-013.000-025



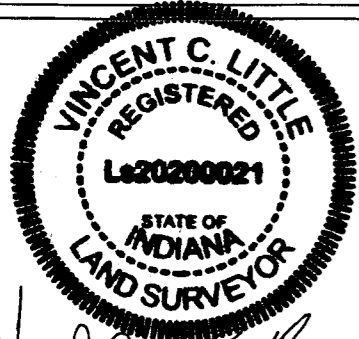
# Voils Estate

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 9 WEST,  
FAYETTE TOWNSHIP, VIGO COUNTY, INDIANA

2023009498 PLAT \$25.00  
08/23/2023 03:45:59P 7 PGS  
Diana Winsted-Smith  
VIGO County Recorder IN  
Recorded as Presented



**CERTIFICATE OF SURVEY:**  
I, Vincent C. Little, licensed Land Surveyor in the State of Indiana, have conducted this survey and to the best of my knowledge, information, and belief it was executed in accordance with the survey requirements of 865 IAC 1-12-5, as applied to retracement or new surveys; more commonly known as RULE 12.



V.C. Little  
5/5/2023  
VINCENT C. LITTLE  
LAND SURVEYOR #: LS 20200021

**THIS PLAT IS PART OF A 3-PAGE DOCUMENT AND IS NOT COMPLETE WITHOUT THE ASSOCIATED SURVEYORS REPORT.**

**LFF INC**  
238 MADISON BLVD  
TERRE HAUTE, IN 47803  
P: (812) 242-2990  
EMAIL: VINCE@LFF-INC.COM

CLIENT: BILLY VOILS  
9500 N. LENDERMAN PL.  
WEST TERRE HAUTE, IN 47885

OWNER: DAVID VOILS & LESLIE VOILS (h&w)  
10400 N. SHERBURNE PL.  
WEST TERRE HAUTE, IN 47885

PROPERTY ADDRESS: 10400 N. SHERBURNE PL.  
WEST TERRE HAUTE, IN 47885

JOB No.: VC7-13-9-23-157  
FIELDWORK COMPLETED: 4/14/2023

PAGE 1 OF 3

I, the undersigned, DAVID A. VOELS, owner of the real estate shown, do hereby certify that I have laid off, plotted, and subdivided said real estate in accordance with the within plat.

The subdivision shall be known and designated as: VOELS ESTATE

Witness my hand and seal this 17 day of MAY, 2023

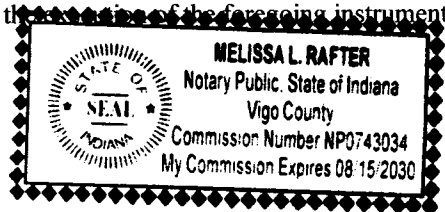
David A Voels Lestie Voels  
Owner signature Owner signature

State of Indiana, County of VIGO, S.S.  
Before me, the undersigned Notary Public in and for said County and State, personally appeared

David A Voels and acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purpose therein expressed.

Witness my hand and seal this 17 day of May, 2023

My commission expires 8-15-2030  
My county of residence is Vigo



Melissa L. Rafter  
Notary

Area Planning only below here  
This certifies that the proper public notice was given and that a majority of members of the Vigo County Area Planning Commission concurred in approval of this plat.

this 23<sup>rd</sup> day of August, 2023.

President: [Signature]  
Secretary: [Signature]

Received for record this 23<sup>rd</sup> day of August, 2023, at \_\_\_\_\_ o'clock, \_\_\_\_\_  
as Instrument No. 2023009498, AM/PM

[Signature]  
Vigo County Recorder:

Duly entered for Taxation this 23<sup>rd</sup> day of August, 2023

[Signature]  
Vigo County Auditor:



# LFF Inc

238 Madison Blvd.  
Terre Haute, IN 47803  
P: (812) 242-2990  
Email: [vince@lff-inc.com](mailto:vince@lff-inc.com)

## PARENT LEGAL DESCRIPTION

Warranty Deed Instrument Number 2019009586, recorded September 10, 2019, in favor of David Viols, and Leslie Voils, husband and wife.

## NEW LEGAL DESCRIPTION (4.80 acres)

Part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 13 North, Range 9 West, Fayette Township, Vigo County, Indiana, being a 4.80-acre tract of land shown on the plat of an original boundary survey of said tract, certified by Vincent C. Little, PLS #20200021 on May 5, 2023, described as follows:

Commencing at an iron pin at the Northeast corner of said Quarter-Quarter; thence South 01 degrees 00 minutes 30 seconds East, bearing is assumed and is the basis for this description, along and with the East line of said Quarter-Quarter, a distance of 421.36 feet to a PK Nail, and the Point of Beginning; thence continuing said course, a distance of 165.00 feet to a PK Nail at the Southeast corner of "Edmondson-Harrison Subdivision Amended", per plat thereof in Instrument Number 2019001453, recorded February 7, 2019, in the Office of the Vigo County Recorder; thence South 89 degrees 42 minutes 48 seconds West, along and with the South line of said subdivision, passing through a capped rebar at 29.9 feet, and a capped rebar at 749.98 feet, a distance of 784.13 feet; thence South 01 degrees 00 minutes 06 seconds East, along and with said South line, a distance of 500.00 feet; thence South 89 degrees 43 minutes 07 seconds West, along and with said South line, a distance of 118.37 feet; thence North 01 degrees 15 minutes 56 seconds West, passing through a 5/8" rebar with a plastic cap stamped "V LITTLE LS20200021", hereinafter referred to as a monument at 563.46 feet, a distance of 665.02 feet to a monument; thence North 89 degrees 42 minutes 44 seconds East, passing through a monument at 880.54 feet, a distance of 905.54 feet to the Point of Beginning, containing 4.80 acres.

SUBJECT TO, an Ingress, Egress, and Utility Easement, 20 feet in width, the centerline described as follows: Commencing at the Northeast corner of the above-described 4.80 Tract of land; thence South 01 degrees 00 minutes 30 seconds East, bearing is assumed and is the basis for this description, along and with the East line of said 4.80-acre Tract, a distance of 117.1 feet to the Point of Beginning; thence South 88 degrees 50 minutes West, a distance of 98.2 feet; thence North 75 degrees 47 minutes West, a distance of 40.2 feet; thence North 59 degrees 50 minutes West, a distance of 214.0 feet to the Terminus on the North line of the aforesaid 4.80-acre Tract, containing 0.16 acres, more or less. The sidelines of said easement to be extended or shortened to meet at corners, and at the boundary lines of said 4.80-acre Tract.

SUBJECT TO, any existing utilities, roadway dedications/rights of way, utility easements, and/or other documents of record.

## SURVEYORS REPORT

In accordance with 865 IAC 1-12, the following information is presented concerning evidence used to establish this survey because of the following:

- a) availability and condition of reference monuments
- b) occupation or possession lines
- c) clarity or ambiguity of the record description used and/or adjoiner's descriptions; and
- d) the Relative Positional Accuracy of the corners of the surveyed tract.

The Relative Positional Accuracy of the corners established on this survey is within the specifications for a Suburban Survey (0.13' + 100 ppm) as defined in 865 IAC 1-12-7(d).

The Relative Positional Accuracy for this survey, therefore, is 0.32 feet.  
The purpose of this survey: To create a parcel out of Tract 2 of "Edmondson-Harrison Subdivision Amended" sub.

This survey was established from the following monumentation:

- 1) Iron Pin at the Northeast corner of Section 7-13-9, per Vigo County Surveyors Office (VCSO) corner Records.
- 2) Iron Pin at the Southeast corner, of the Northeast Quarter, of the Northeast Quarter of Section 7-13-9, per Vigo County Surveyors Office (VCSO) corner Records.
- 3) Found PK Nail at the Southeast corner of "Edmondson-Harrison Subdivision Amended" sub. (Inst.# 2019001453).
- 4) Found surveyor capped rebar pins on the lines/corners of Tract 2 of Edmondson-Harrison Subdivision Amended" sub. (Inst.# 2019001453), as shown on the plat of survey.

# LFF Inc

238 Madison Blvd.  
Terre Haute, IN 47803  
P: (812) 242-2990  
Email: [vince@lff-inc.com](mailto:vince@lff-inc.com)

## THEORY OF LOCATION

The bounds of the 4.80-acre Tract is wholly within Tract 2 of "Edmondson-Harrison Subdivision Amended" sub. (Inst.# 2019001453).

The North of the 4.80-acre Tract was established under the direction of the client and existing owner of the property.  
The West line of the 4.80-acre Tract was established under the direction of the owner of the property.

## OCCUPATION/POSSESSION

There exist items servicing the existing house that are upon the 4.80-acre tract.

## UNCERTAINTIES

Uncertainties are within the Accuracy Provisions of a "Suburban" class of survey.

**It is recommended that a complete and accurate Title Search be conducted to ascertain documents of record that could relate to the property of this survey.**

**Location of underground utilities and or structures was not conducted as a part of this survey.**

**Evidence of easements was not conducted as a part of this survey.**

Client: Billy Voils

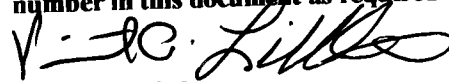
Job: VC7-13-9-23-157

Page 3 of 3

This 3 page instrument prepared by:

**Vincent Little, PLS, CFM**  
**Terre Haute, IN**

**I affirm, under penalty of perjury, that I have taken reasonable care to Redact each Social Security number in this document as required by law.**

  
**Vincent C. Little**

# Voils Estate

SUBDIVISION NAME

Owner acknowledges that the real estate subject to this commitment is in or adjacent to an area zoned for agricultural land uses.

Owner hereby agrees: to waive any and all objection to any such agricultural land use on any real estate zoned for such uses within onehalf (1/2) mile of any boundary of the real estate; and, that such agricultural land uses, including but not limited to associated odors, dust, pollen, noise, lights, hours of operation, weed control applications, pest control applications, and similar procedures related to the normal operation of such agricultural land uses, do not constitute a nuisance, public or private, provided that there is no significant change in the hours of operation or the type of agricultural land uses and the agricultural land uses would not have been a nuisance at the time the agricultural land uses began operation. This agreement does not limit Owner's rights under other applicable laws in the event of negligence in the operation of said agricultural land uses.

Futher subdivision of any lot shown on this plat as served by a Private Road may be prohibited by the Vigo County Subdivision Ordinance. The policy of the County of Vigo is that, if the County or City improves streets that were never constructed to the standards required in this Ordinance for dedicated streets, then 100 percent of the costs of such improvements shall be assessed to the abutting landowners

**UTILITIES**

WATER:  PUBLIC  PRIVATE

SEPTIC  PUBLIC  PRIVATE

**FLOOD MAPPING**

MAP NO. 18167C0030C

EFFECTIVE DATE: 2/18/2011

ZONE: X

**LAND USE REGULATIONS**

LAND USE ZONING

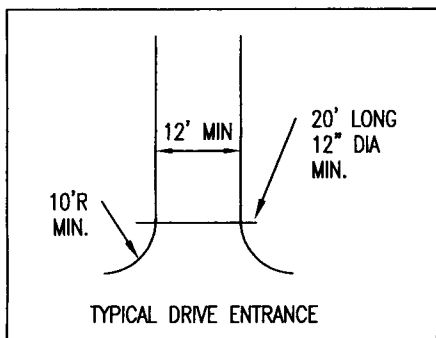
A-1

BUILDING SETBACKS

FRONT 25'

SIDE 5'

REAR 11'



COPY

6

## WARRANTY DEED

THIS INDENTURE WITNESSETH that **Jeffrey W. Edmondson and Michelle R. Edmondson**, "Grantor" of the State of Indiana, CONVEYS, GRANTS, AND WARRANTS to **David Voils and Leslie Voils**, as husband and wife, "Grantee" of the State of Indiana, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Vigo County in the State of Indiana, to-wit:

TRACT 2:

A tract of land being part of Northeast Quarter of Section 7, Township 13 North, Range 9 West of the Second Principal Meridian, Vigo County, Indiana, and being more particularly described as follows:

Commencing at a found iron rod marking the Northeast corner of said Section 7; thence along the East line of said Northeast Quarter, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a set mag spike marking the point of beginning of the tract of land described herein.

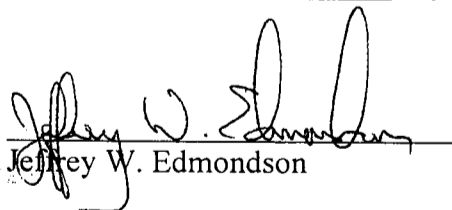
From the point of beginning; thence continuing along said East line, South 01 degrees 00 minutes 42 seconds East, 293.18 feet to a found iron rod; thence leaving said East line, South 89 degrees 42 minutes 37 seconds West, 784.13 feet; thence South 01 degrees 00 minutes 17 seconds East, 500.00 feet; thence South 89 degrees 42 minutes 56 seconds West, 276.00 feet; thence North 01 degrees 00 minutes 16 seconds West, 789.61 feet to a set iron rod; thence North 89 degrees 31 minutes 06 seconds East, 1060.05 feet to the point of beginning.

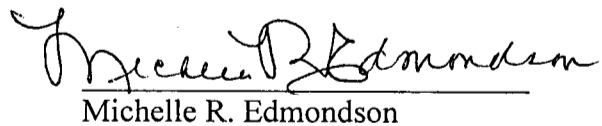
The above described tract of land containing 10.26 acres is based upon an actual boundary survey completed by the Jones Surveying and Engineering Corporation, during the month of August, 2018 and is subject to all road right-of-ways, easements of record and/or prescription, restrictions, reservations and conditions of record, if any.

Subject to any and all covenants, conditions, restrictions, ordinances, by-laws, easements, leases and other matters of record affecting title to the subject real estate, as well as rights of way for drainage tiles, ditches, feeders and laterals, if any.

Taxes shall be prorated to the date of this deed.

DATED this 6<sup>th</sup> day of September, 2019.

  
Jeffrey W. Edmondson

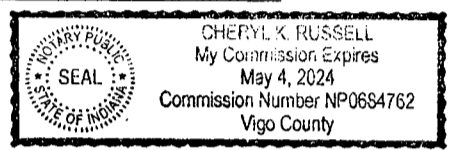
  
Michelle R. Edmondson

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

Before me, the undersigned, a Notary Public in and for said County and State, this 10<sup>th</sup> day of September, 2019, personally appeared Jeffrey W. Edmondson and Michelle R. Edmondson, 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: \_\_\_\_\_  
Cheryl K Russell  
Notary Public



Printed: \_\_\_\_\_  
Residing in \_\_\_\_\_ County

Mail Tax Statements To Grantee at: 1802 River Birch Ct.  
Terre Haute, IN 47803

Mail Deed To: Integrity Title Services, 1532 Wabash Ave., Terre Haute, IN 47807

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.

Cheryl K Russell

This instrument was prepared by: John Gurchiek of GURCHIEK LAW, INC., P.O. Box 6327, Fishers, IN 46038, at the specific request of the parties or their authorized representatives based solely on information supplied by one or more of the parties to this conveyance. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided and makes no representation regarding the status or quality of the title hereby conveyed by Grantor's execution and Grantee's acceptance of this instrument.  
CMT: 19 0832

# Search Results for:

**NAME: Voils, Simone (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 08/20/2024 2:45 PM**

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2020010233</a>	Vigo	08/12/2020	DEED : QUIT CLAIM DEED	<b>VOILS, SIMONE</b> <a href="#">Search</a> <a href="#">Search</a> MCCALLUM, NITA	<a href="#">Search</a> Lot 1-2 Block 8 EDGEBROOK ESTATES
<a href="#">2020013891</a>	Vigo	10/21/2020	DEED : WARRANTY DEED	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> MCCALLUM, NITA R	<a href="#">Search</a> Lot 1 Block 8 EDGEBROOK ESTATES <a href="#">Search</a> Lot 2 Block 8 EDGEBROOK ESTATES
<a href="#">2020013892</a>	Vigo	10/21/2020	MORT : MORTGAGE	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 1 Block 8 EDGEBROOK ESTATES <a href="#">Search</a> Lot 2 Block 8 EDGEBROOK ESTATES
<a href="#">2023013136</a>	Vigo	12/11/2023	DEED : WARRANTY DEED	<b>VOILS, SIMONE</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> VOILS, LESLIE <a href="#">Search</a> VOILS, BILLY	<a href="#">Search</a> 7-13N-9W
<a href="#">2024002106</a>	Vigo	02/20/2024	MORT : MORTGAGE	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> RAMSEY, SIMONE D <a href="#">Search</a> ISU FEDERAL CREDIT UNION	<a href="#">Search</a> 11-13N-10W
<a href="#">2024005894</a>	Vigo	06/07/2024	REL : MORTGAGE RELEASE	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, SIMONE D <a href="#">Search</a> ISU FEDERAL CREDIT UNION	
<a href="#">2024005896</a>	Vigo	06/07/2024	MORT : MORTGAGE	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> RAMSEY, SIMONE D <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDEREAL CREDIT UNION	<a href="#">Search</a> Lot 1 JOHN HARNEYS SUB <a href="#">Search</a> 11-13N-10W SW



Document Details	County	Date	Type	Name	Legal
<a href="#">2024008775</a>	Vigo	08/12/2024	DEED : WARRANTY DEED	<b>VOILS, SIMONE D</b> <a href="#">Search</a> <a href="#">Search</a> RAMSEY, SIMONE D <a href="#">Search</a> OTTE, BRIAN ZACHARY <a href="#">Search</a> OTTE, LIBBY MARIE	<a href="#">Search</a> Lot 1 JOHN HARNEYS SUB <a href="#">Search</a> 11-13N-10W SW

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# Search Results for:

**NAME: Voils, Billy (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 08/20/2024 2:45 PM**

Showing 51 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">971270</a>	Vigo	01/31/1997	MORT : MORTGAGE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> ISU FEDERAL CREDIT UNION	<a href="#">Search</a> <a href="#">Search</a> 10-11N-10W
<a href="#">971271</a>	Vigo	01/31/1997	MORT : MORTGAGE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> ISU FEDERAL CREDIT UNION	<a href="#">Search</a> 10-11N-10W <a href="#">Search</a>
<a href="#">971775</a>	Vigo	02/10/1997	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> CLINTON STATE BANK	<a href="#">Search</a> <a href="#">Search</a>
<a href="#">972205</a>	Vigo	02/20/1997	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> CLINTON STATE BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">973045</a>	Vigo	03/10/1997	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA <a href="#">Search</a> TH 1ST NATL BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">9910389</a>	Vigo	06/11/1999	MORT : MORTGAGE	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> TH 1ST NATL BANK	<a href="#">Search</a> <a href="#">Search</a> 10-11N-10W
<a href="#">200120434</a>	Vigo	09/28/2001	MORT : MORTGAGE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CR	<a href="#">Search</a> 10-11N-10W SW
<a href="#">200209944</a>	Vigo	04/16/2002	MORT : MORTGAGE	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> 10-11N-10W SW

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<a href="#">2008001372</a>	Vigo	02/05/2008	MORT : MORTGAGE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> ISU FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 127 IDLE CREEK PHASE II 2ND ADDITION <a href="#">Search</a> Lot 128 IDLE CREEK PHASE II 2ND ADDITION <a href="#">Search</a> 10-11N-10W
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<a href="#">2008008036</a>	Vigo	06/06/2008	MORT : MORTGAGE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> ISU FEDERAL CREDIT UNION	<a href="#">Search</a> 10-11N-10W
<a href="#">2008008882</a>	Vigo	06/26/2008	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> OLD NATIONAL BANK	

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<a href="#">2010016558</a>	Vigo	12/08/2010	MORT : MORTGAGE	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, TERESA A <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	<a href="#">Search</a> 10-11N-10W SW
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Document Details	County	Date	Type	Name	Legal
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<a href="#">2011015897</a>	Vigo	11/29/2011	MORT : MORTGAGE	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> MCMANUS, CODEY M <a href="#">Search</a> INDIANA STATE UNIVERSITY FCU	<a href="#">Search</a> Lot 16 CRUFT FARM
<a href="#">2011016458</a>	Vigo	12/06/2011	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA P <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	
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<a href="#">2019011887</a>	Vigo	10/31/2019	DEED : WARRANTY DEED	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> MINOR, MARK A JR <a href="#">Search</a> MINOR, MISTI E	<a href="#">Search</a> 10-11N-10W
<a href="#">2020000395</a>	Vigo	01/13/2020	REL : MORTGAGE RELEASE	<b>VOILS, BILLY R II</b> <a href="#">Search</a> <a href="#">Search</a> INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION	

Document Details	County	Date	Type	Name	Legal
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<a href="#">2023013136</a>	Vigo	12/11/2023	DEED : WARRANTY DEED	<b>VOILS, BILLY</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> VOILS, LESLIE <a href="#">Search</a> VOILS, SIMONE	<a href="#">Search</a> 7-13N-9W
<a href="#">Book 350, Page 786</a>	Vigo		DEED : DEED	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> MONTS, CHARLES O <a href="#">Search</a> MONTS, MAY S <a href="#">Search</a> VOILS, PATRICIA	
<a href="#">Book 373, Page 184</a>	Vigo		DEED : DEED	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, PATRICIA <a href="#">Search</a> HUGHES, VICKIE S	
<a href="#">Book 373, Page 185</a>	Vigo		DEED : DEED	<b>VOILS, BILLY R</b> <a href="#">Search</a> <a href="#">Search</a> LINDSAY JR, NOEL DAVI <a href="#">Search</a> LINDSAY, JOAN ROSALIE <a href="#">Search</a> VOILS, PATRICIA P	

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# Search Results for:

**NAME: Voils, Leslie (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 08/20/2024 2:45 PM**

Showing 16 results

Filter:

Document Details	County	Date	Type	Name	Legal
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<a href="#">2006003385</a>	Vigo	02/07/2006	DEED : WARRANTY DEED	<b>VOILS, LESLIE A</b> <a href="#">Search</a> <a href="#">Search</a> JEFFRIES, ADAM S <a href="#">Search</a> JEFFRIES, RUTH <a href="#">Search</a> VOILS, DAVID	<a href="#">Search</a> Lot 18 BIRCH RUN SUBDIVISION PHASE II
<a href="#">2019009589</a>	Vigo	09/10/2019	DEED : WARRANTY DEED	<b>VOILS, LESLIE</b> <a href="#">Search</a> <a href="#">Search</a> EDMONDSON, JEFFREY W <a href="#">Search</a> EDMONDSON, MICHELLE R <a href="#">Search</a> VOILS, DAVID	<a href="#">Search</a> 7-13N-9W NE
<a href="#">2019009590</a>	Vigo	09/10/2019	MORT : MORTGAGE	<b>VOILS, LESLIE</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> 7-13N-9W NE
<a href="#">2020007402</a>	Vigo	06/22/2020	EASEMENT : EASEMENT	<b>VOILS, LESLIE</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> DUKE ENERGY INDIANA LLC	<a href="#">Search</a> 7-13N-9W
<a href="#">2020008529</a>	Vigo	07/10/2020	MORT : MORTGAGE	<b>VOILS, LESLIE A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> VOILS, DAVID A JR <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> 7-13N-9W NE



Document Details	County	Date	Type	Name	Legal
<a href="#">2020008530</a>	Vigo	07/10/2020	MISC : AGREEMENT	<b>VOILS, LESLIE A</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID A <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> 7-13N-9W
<a href="#">2020009927</a>	Vigo	08/05/2020	MORT : MORTGAGE	<b>VOILS, LESLIE A</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID A <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 18 BIRCH RUN SUBDIVISION PHASE II
<a href="#">2020010138</a>	Vigo	08/10/2020	REL : MORTGAGE RELEASE	<b>VOILS, LESLIE</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEM <a href="#">Search</a> QUICKEN LOANS	
<a href="#">2020012822</a>	Vigo	10/01/2020	REL : MORTGAGE RELEASE	<b>VOILS, LESLIE</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> VOILS, DAVID A <a href="#">Search</a> VOILS, LESLIE A <a href="#">see details for more</a>	
<a href="#">2020015406</a>	Vigo	11/20/2020	DEED : WARRANTY DEED	<b>VOILS, LESLIE A</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> DAVIS, CURTISS L II <a href="#">Search</a> DAVIS, ROBERTA K	<a href="#">Search</a> Lot 18 BIRCH RUN SUBDIVISION PHASE II
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<a href="#">2023011380</a>	Vigo	10/17/2023	REL : PARTIAL RELEASE	<b>VOILS, LESLIE A</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID <a href="#">Search</a> VOILS, DAVID A JR <a href="#">Search</a> FIRST FINANCIAL BANK NA <a href="#">see details for more</a>	Non-land <a href="#">Search</a> 7-13N-9W NE NE

Document Details	County	Date	Type	Name	Legal
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**REGION: Vigo County, IN**

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Document Details	County	Date	Type	Name	Legal
<a href="#">Book 443, Page 189</a>	Vigo	01/20/1998	DEED : WARRANTY DEED	<b>VOILS, DAVID A JR</b> <a href="#">Search</a> <a href="#">Search</a> HARRIS, CAROLYN S <a href="#">Search</a> HARRIS, RONALD L	<a href="#">Search</a> <a href="#">Search</a> 31-13N-9W
<a href="#">9810348</a>	Vigo	06/17/1998	MORT : MORTGAGE	<b>VOILS, DAVID AVERY JR</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, RACHEL ANNE <a href="#">Search</a> MERCHANTS NATL BANK OF TH	<a href="#">Search</a>
<a href="#">Book 443, Page 2900</a>	Vigo	08/10/1998	EASEMENT : EASEMENT	<b>VOILS, DAVID AVERY JR</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, RACHEL ANNE <a href="#">Search</a> VOILS, DAVID AVERY JR <a href="#">Search</a> VOILS, RACHEL ANNE	<a href="#">Search</a> <a href="#">Search</a> 31-13N-9W
<a href="#">Book 444, Page 2152</a>	Vigo	06/03/1999	DEED : WARRANTY DEED	<b>VOILS, DAVID AVERY</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, RACHEL ANNE <a href="#">Search</a> MUNOZ, LORALI <a href="#">Search</a> MUNOZ, ROBERT	<a href="#">Search</a> <a href="#">Search</a> 31-13N-9W
<a href="#">9910612</a>	Vigo	06/15/1999	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY J <a href="#">Search</a> MERCHANTS NATIONAL BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">9910648</a>	Vigo	06/15/1999	REL : MORTGAGE RELEASE	<b>VOILS, DAVID AVERY JR</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, RACHEL ANNE <a href="#">Search</a> MERCHANTS NATIONAL BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>

Document Details	County	Date	Type	Name	Legal
<a href="#">9911502</a>	Vigo	06/29/1999	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A JR</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, RACHEL A <a href="#">Search</a> MERCHANTS NATIONAL BANK	
<a href="#">Book 444, Page 4835</a>	Vigo	09/20/1999	DEED : WARRANTY DEED	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> WESTFIELD INC <a href="#">Search</a> VOILS, BETTY JANE	<a href="#">Search</a> Lot 30 Block 0 WESTFIELD SUB
<a href="#">200006711</a>	Vigo	05/05/2000	MORT : REAL ESTATE MORTGAGE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 30 Block 0 WESTFIELD SUB
<a href="#">200006793</a>	Vigo	05/08/2000	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BERRY J <a href="#">Search</a> OLD NATIONAL BANK	
<a href="#">200101824</a>	Vigo	02/09/2001	MORT : MORTGAGE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 30 Block 0 WESTFIELD SUB
<a href="#">200121705</a>	Vigo	10/11/2001	DEED : WARRANTY DEED	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY J <a href="#">Search</a> BEESON, COURTNEY	<a href="#">Search</a> 17-13N-9W SE
<a href="#">200201413</a>	Vigo	01/17/2002	MISC : SUBORDINATION AGREEMENT	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> OLD NATIONAL BANK <a href="#">Search</a> VOILS, BETTY JANE	
<a href="#">200201458</a>	Vigo	01/17/2002	MORT : MORTGAGE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 30 Block 0 WESTFIELD SUB

Document Details	County	Date	Type	Name	Legal
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<a href="#">2004000779</a>	Vigo	01/14/2004	MISC : SUBORDINATION AGREEMENT	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> OLD NATIONAL BANK <a href="#">Search</a> VOILS, BETTY JANE	
<a href="#">2004023890</a>	Vigo	10/19/2004	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	
<a href="#">2004024807</a>	Vigo	11/03/2004	MORT : MORTGAGE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 30 WESTFIELD SUB
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<a href="#">2006003388</a>	Vigo	02/07/2006	MORT : MORTGAGE	<b>VOILS, DAVID</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, LESLIE <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEM <a href="#">Search</a> QUICKEN LOANS INC	<a href="#">Search</a> Lot 18 BIRCH RUN SUBDIVISION PHASE II

Document Details	County	Date	Type	Name	Legal
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<a href="#">2008013458</a>	Vigo	09/19/2008	DEED : WARRANTY DEED	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> BOWSER, GEORGE W <a href="#">Search</a> BOWSER, RUTH G <a href="#">Search</a> VOILS, BETTY JANE	<a href="#">Search</a> Lot 149 EDGEWOOD PLACE <a href="#">Search</a> Lot 140 EDGEWOOD PLACE
<a href="#">2008013466</a>	Vigo	09/19/2008	MORT : MORTGAGE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 140 EDGEWOOD PLACE <a href="#">Search</a> Lot 149 EDGEWOOD PLACE
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<a href="#">2009015937</a>	Vigo	11/09/2009	MORT : MORTGAGE MODIFICATION	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY J <a href="#">Search</a> OLD NATIONAL BANK	<a href="#">Search</a> Lot 30 WESTFIELD SUB
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Document Details	County	Date	Type	Name	Legal
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<a href="#">2020008529</a>	Vigo	07/10/2020	MORT : MORTGAGE	<b>VOILS, DAVID</b> <a href="#">Search</a>  <a href="#">Search</a> VOILS, DAVID A JR <a href="#">Search</a> VOILS, LESLIE A <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> 7-13N-9W NE
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Document Details	County	Date	Type	Name	Legal
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<a href="#">2020015406</a>	Vigo	11/20/2020	DEED : WARRANTY DEED	<b>VOILS, DAVID</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, LESLIE A <a href="#">Search</a> DAVIS, CURTISS L II <a href="#">Search</a> DAVIS, ROBERTA K	<a href="#">Search</a> Lot 18 BIRCH RUN SUBDIVISION PHASE II
<a href="#">2020016008</a>	Vigo	12/07/2020	REL : MORTGAGE RELEASE	<b>VOILS, DAVID</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, LESLIE <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> QUICKEN LOANS INC	
<a href="#">2020016597</a>	Vigo	12/17/2020	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, LESLIE A <a href="#">Search</a> FIRST FINANCIAL BANK NA <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2022003440</a>	Vigo	03/17/2022	REL : MORTGAGE RELEASE	<b>VOILS, DAVID A</b> <a href="#">Search</a> <a href="#">Search</a> VOILS, BETTY JANE <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	
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Document Details	County	Date	Type	Name	Legal
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