



**LIEN SEARCH  
PRODUCT COVER SHEET**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-IFC-00832	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	JOHN NEWPORT		
PROPERTY ADDRESS:	1501 S PAUL DRESSER AVE		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

**SEARCH INFORMATION**

SEARCH DATE:	09/13/2024	EFFECTIVE DATE:	09/10/2024
NAME(S) SEARCHED:	JOHN NEWPORT, CARRIE NEWPORT, RUTHMARIE NEWPORT AND JOSEPH NEWPORT		
ADDRESS/PARCEL SEARCHED:	1501 S PAUL DRESSER AVE, TERRE HAUTE, IN 47803 / 84-06-25-478-012.000-002		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

JOHN P. NEWPORT AND CARRIE J. NEWPORT, HUSBAND AND WIFE
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	WARRANTY DEED	GRANTOR:	JOSEPH M. NEWPORT, SURVIVING SPOUSE OF RUTHMARIE B. NEWPORT
DATED DATE:	03/28/2012	GRANTEE:	JOHN P. NEWPORT AND CARRIE J. NEWPORT, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	03/29/2012
INSTRUMENT NO:	2012005152		
COMMENTS:	RUTHMARIE B NEWPORT IS DECEASED, DEATH DOCUMENT RECORDED ON 08/05/2002 AT VOL. 106, PG 914 (IMAGE NOT AVAILABLE).		

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2023	TAX YEAR:	2023
TAX AMOUNT:	\$1,121.37	TAX AMOUNT:	\$1,121.37
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$116,000.00
DATED DATE:	03/23/2020	RECORDED DATE	03/27/2020
INSTRUMENT NO:	2020003829	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JOHN P NEWPORT AND CARRIE J NEWPORT, HUSBAND AND WIFE		
LENDER:	FIRST FINANCIAL BANK NA.		
TRUSTEE:	N/A		

COMMENTS:	
FOR PREAMBLE	
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE
ADDITIONAL NOTES	
WARRANTY DEED RECORDED ON 11/28/1988 AT BOOK 416 PAGE 510.	
LEGAL DESCRIPTION	
<p>THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF VIGO, STATE OF INDIANA, TO-WIT:</p> <p>LOT NUMBER 4 IN BEVERLY HILLS, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 9 WEST, AS SHOWN BY RECORDED PLAT THEREOF RECORDED IN PLAT RECORD 14, PAGE 60, RECORDS OF RECORDERS OFFICE OF VIGO COUNTY, INDIANA.</p>	

# Vigo County, IN / City of Terre Haute

## Summary - Assessor's Office

Parcel ID 84-06-25-478-012.000-002  
 Tax ID 84-06-25-478-012.000-002  
 Section Plat 25  
 Routing Number  
 Neighborhood 118538 - HARRISON  
 Property Address 1501 Paul Dresser Ave  
 Terre Haute, IN 47803  
 Legal Description BEVERLY HILLS D-416/510 25-12-9 LOT 4  
 (Note: Not to be used on legal documents)  
 Acreage N/A  
 Class 510 - Res 1 fam dwelling platted lot  
 Tax District/Area 002 - HARRISON

[View Map](#)



## Owner - Auditor's Office

Deeded Owner  
 Newport John P & Carrie J Newport  
 1501 S Paul Dresser St  
 Terre Haute, IN 47803

## Site Description - Assessor's Office

Topography  
 Public Utilities  
 Street or Road  
 Neigh. Life Cycle  
 Legal Acres 0  
 Legal Sq Ft 0

## Taxing Rate

4.6798

## 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
FRONT LOT		165.000	0.000	165.000	224.000	0.00	1.02		262.00	267.24	44,090.00		44,090.00

Land Detail Value Sum 44,090.00

## Residential Dwellings - Assessor's Office

Card 01  
 Residential Dwelling 1  
 Occupancy  
 Story Height 1.0  
 Roofing Material: Asphalt shingles  
 Attic None  
 Basement Type 3/4  
 Basement Rec Room 400 sqft.  
 Finished Rooms 6  
 Bedrooms 2  
 Family Rooms 0  
 Dining Rooms 1  
 Full Baths 2; 6-Fixt.  
 Half Baths 0; 0-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 8  
 Fireplace No  
 Features None  
 Porches and Decks Enclosed Frame Porch 336  
 Wood Deck 192  
 Masonry Stoop 24  
 Roof Extension Canopy 24  
 Yd Item/Spc Ftute/Outbldg WOOD FRAME 462 SF  
 WOOD FRAME UTILITY SHED 160 SF  
 WOOD FRAME DETACHED GARAGE 768 SF  
 Last Updated 8/21/2002

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1408	1408
Concrete block	B	1056	0
	Crawl	352	0
	Total	2464	1408

**Improvements - Assessor's Office**

Card 01

ID	Use	Stry Hgt	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	1		D+2	1952	1952	AV	0.00		0	1408	137920	50	0	134	100	92400
G01	ATTGAR		WOOD FRAME		0	0	AV	31.58		31.58	21 x 22	14590	0	0	100	100	0
01	UTLSHED		WOOD FRAME	D	2015	2015	F	21.43		15.26	10 x 16	2440	35	0	134	100	2100
02	DETGAR	8	WOOD FRAME	C	2021	2021	AV	28.55		25.41	24 x 32	19520	3	0	134	100	25400

**Transfer History - Assessor's Office**

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
3/29/2012	NEWPORT JOSEPH M & RUTHMARIE B	NEWPORT JOHN P & CARRIE J NEWPORT	2012005152	Wa	IS	\$100,800	\$100,800
11/28/1988	FRIESTAD DAVID E	NEWPORT JOSEPH M & RUTHMARIE B			IS	\$0	\$0
1/16/1984	FRIESTAD DAVID E & NANCY	FRIESTAD DAVID E			IS	\$0	\$0
10/14/1977	PURCELL ROBERT F & ANITA L	FRIESTAD DAVID E & NANCY			IS	\$0	\$0

**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	Misc	ANN ADJ
<b>VALUATION</b>	Land	\$44,100	\$44,100	\$44,100	\$43,200	\$42,400
(Assessed Value)	Improvements	\$119,900	\$114,500	\$109,000	\$79,200	\$75,900
	<b>Total</b>	<b>\$164,000</b>	<b>\$158,600</b>	<b>\$153,100</b>	<b>\$122,400</b>	<b>\$118,300</b>
<b>VALUATION</b>	Land	\$44,100	\$44,100	\$44,100	\$43,200	\$42,400
(True Tax Value)	Improvements	\$119,900	\$114,500	\$109,000	\$79,200	\$75,900
	<b>Total</b>	<b>\$164,000</b>	<b>\$158,600</b>	<b>\$153,100</b>	<b>\$122,400</b>	<b>\$118,300</b>

**Deductions - Auditor's Office**

Type	Description	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Homestead	Homestead Credit	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplemental HSC	\$33,600.00	\$29,365.00	\$26,425.00	\$25,655.00	\$24,885.00	\$23,380.00

**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	\$1,121.37	\$1,068.93	\$641.41	\$627.70	\$614.82
+ 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	\$1,121.37	\$1,068.93	\$641.41	\$627.70	\$614.82
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ 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	\$1,360.71	\$1,282.95	\$873.66	\$651.07	\$623.08
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$2,242.74</b>	<b>\$2,137.86</b>	<b>\$1,282.82</b>	<b>\$1,255.40</b>	<b>\$1,229.64</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$1,121.37)	(\$2,137.86)	(\$1,282.82)	(\$1,255.40)	(\$1,229.64)
<b>= Total Due</b>	<b>\$1,121.37</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2426553	5/3/2024	\$1,121.37
2022 Pay 2023	2374228	11/2/2023	\$1,068.93
2022 Pay 2023	2313832	4/27/2023	\$1,068.93
2021 Pay 2022	2264252	10/21/2022	\$641.41
2021 Pay 2022	2219546	5/2/2022	\$641.41
2020 Pay 2021	2169348	11/1/2021	\$627.70
2020 Pay 2021	2118805	5/7/2021	\$627.70
2019 Pay 2020	2025637	11/9/2020	\$614.82
2019 Pay 2020	1993426	5/11/2020	\$614.82

**Photos - Assessor's Office**



Map



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

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Developed by  
 Schneider  
GEOSPATIAL

MAR 29 2012

2012005152 WD \$18.00  
03/29/2012 12:48:52P 2 PGS  
NANCY S. ALLSUP  
VIGO County Recorder IN  
Recorded as Presented



*Timothy M. Spade*  
VIGO COUNTY AUDITOR

### WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT Joseph M. Newport, surviving spouse of Ruthmarie B. Newport, of VIGO County, State of INDIANA, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONVEYS AND WARRANTS unto John P. Newport and Carrie J. Newport, husband and wife, of VIGO County, State of INDIANA, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

Lot Number 4 in Beverly Hills, being a Subdivision of the Southeast Quarter of the Southeast Quarter of Section 25, Township 12 North, Range 9 West, as shown by recorded plat thereof recorded in Plat Record 14, Page 60, records of Recorder's Office of Vigo County, Indiana.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes prorated to the date hereof.

The Grantor further warrants and represents that he and Ruthmarie B. Newport, the other Grantee in that certain deed dated November 18, 1988 and recorded November 28, 1988 at Deed Record 416, Page 510, records of the Recorder of Vigo County, Indiana, were continuously married from a date prior to the date of said deed until the death of Ruthmarie B. Newport on or about August 5, 2002, as shown in Vigo County Death Record Vol. 106, Page 914, and that he has gathered and accounted for the assets of her estate, to include life insurance proceeds, and they were not of sufficient size to incur liability for Federal Estate Tax or that such tax due has been paid, and no such tax is due and owing.

IN WITNESS WHEREOF the above referred to Joseph M. Newport, surviving spouse of Ruthmarie B. Newport, has hereunto set his hand and seal, this 28<sup>th</sup> day of March, 2012.

*Joseph M. Newport* (SEAL)  
Joseph M. Newport

STATE OF INDIANA, VIGO COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 28<sup>th</sup> day of March, 2012, personally appeared Joseph M. Newport, being first duly sworn, stated that the representations therein contained are true, and acknowledged the execution of the annexed Deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

09-06-2015

My County of residence is:

VIGO



DARYL L. McCLEARY  
Notary Public - State of Indiana  
Vigo County  
My Commission Expires  
September 06, 2015

*Daryl L. McCleary*  
Daryl L. McCleary  
Typewritten or printed name of notary

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.

*Donald J. Bonomo*  
Donald J. Bonomo

THIS INSTRUMENT WAS PREPARED BY: Donald J. Bonomo, Attorney, Cox, Zwerner, Gambill & Sullivan, LLP, 511 Wabash Avenue, Terre Haute, IN 47807. The deed was prepared 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 concerning the property to be conveyed and without

examination of title or abstract. 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 the instrument.

GRANTEE'S ADDRESS: 1501 SOUTH PAUL DRESSER STREET, TERRE HAUTE, IN 47803

MAIL TAX STATEMENTS TO: FIRST FINANCIAL BANK NA - P.O. BOX 540, ONE FIRST FINANCIAL  
TERRE HAUTE, IN 47808 PLAZA



November 21, 1988  
John Paul Thurston  
Auditor Vigo County

51311224

510

9427 13302

WARRANTY DEED

THIS INDENTURE WITNESSETH: That DAVID E. FRIESTAD, a competent adult, of Montgomery County, in the State of Alabama,

CONVEYS AND WARRANTS to JOSEPH M. NEWPORT and RUTHMARIE B. NEWPORT, husband and wife, of Vigo County, Indiana, for and in consideration of the sum of One Dollar and other ~~valuable~~ considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Vigo County in the State of Indiana, to-wit:

Lot Number 4 in Beverly Hills, being a Subdivision of the Southeast Quarter of the Southeast Quarter of Section 25, Township 12 North, Range 9 West, as shown by recorded plat thereof recorded in Plat Record 14, page 60, records of Recorder's Office of Vigo County, Indiana.

Subject to taxes prorated to date.

IN WITNESS WHEREOF, the said grantor above named has hereunto set his hand and seal, this 18th day of NOVEMBER, 1988.

David E. Friestad (SEAL)  
David E. Friestad

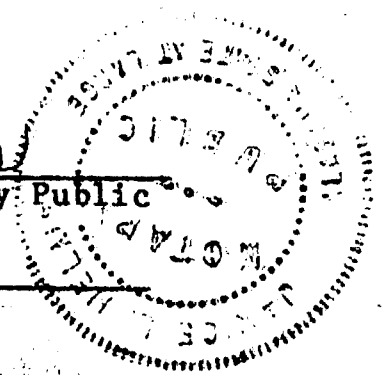
STATE OF ALABAMA, MONTGOMERY COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 18th day of NOVEMBER, 1988, personally appeared the within named David E. Friestad, a competent adult, grantor in the above conveyance, and acknowledged the execution of the same to be his voluntary act and deed.

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

My Commission expires:  
5/8/91

Janice L. Helms  
JANICE L. Helms Notary Public  
A resident of Elmore  
County, Alabama



Mail tax duplicates to: 1501 Paul Dresser Ave, J.H. Co 47803

This instrument prepared by: C. Don Nattkemper, Attorney at Law, 506 Ohio Street, Terre Haute, Indiana 47807

RECEIVED FOR RECORD THE 28 DAY OF Nov 1988 AT 10:30 CLOCK AM  
RECORD 416 PAGE 510 JUDITH ANDERSON, RECORDER

2020003829 MTG \$55.00  
03/27/2020 10:44:56A 10 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 #: 90320109140

[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 **March 23, 2020**, together with all Riders to this document.

(B) "Borrower" is **JOHN P NEWPORT AND CARRIE J NEWPORT, HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

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

Lender is **a Commercial Bank,** organized and existing under the laws of **The United States of America.** 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 **March 23, 2020.** The Note states that Borrower owes Lender **ONE HUNDRED SIXTEEN THOUSAND AND NO/100\*\*\*\*\*** Dollars (U.S. **\$116,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2035.**

(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]



J

LOAN #: 90320109140

- (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  
APN #: 84-06-25-478-012.000-002

which currently has the address of **1501 S Paul Dresser St, Terre Haute,**

[Street] [City]

Indiana **47803** ("Property Address"):  
[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



LOAN #: 90320109140

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-



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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



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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.



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

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

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

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

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

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

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

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

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

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





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LOAN #: 90320109140

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 *John P Newport* 3/23/20 (Seal)  
JOHN P NEWPORT DATE

X *Carrie Newport* 3/23/20 (Seal)  
CARRIE J NEWPORT DATE

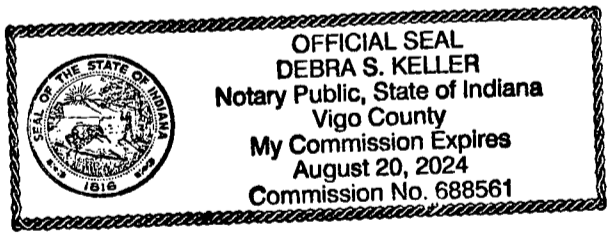
State of INDIANA  
County of VIGO SS:

Before me the undersigned, a Notary Public for Vigo (Notary's county of residence) County, State of Indiana, personally appeared JOHN P NEWPORT AND CARRIE J NEWPORT, (name of signer), and acknowledged the execution of this instrument this 23rd day of MARCH, 2020.

My commission expires: \_\_\_\_\_ *Debra S Keller*  
(Notary's signature)

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

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



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LOAN #: 90320109140

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.

*Lori Stone*

---

LORI STONE

THIS DOCUMENT WAS PREPARED BY:  
LORI STONE  
FIRST FINANCIAL BANK, NA  
1 FIRST FINANCIAL PLAZA  
TERRE HAUTE, IN 47808  
812-238-6789

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

INUDEED 1016  
INUDEED (CLS)  
03/20/2020 10:21 AM PST



John P. Newport  
Carrie J. Newport  
90320109140

10

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Situated in Vigo County, State of Indiana, to wit:**

Situated in Vigo County, State of Indiana, to-wit:

Lot Number 4 in Beverly Hills, being a Subdivision of the Southeast Quarter of the Southeast Quarter of Section 25, Township 12 North, Range 9 West, as shown by recorded plat thereof recorded in Plat Record 14, Page 60, records of Recorder's Office of Vigo County, Indiana.

## Search Results for:

**NAME: NEWPORT JOHN (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 09/10/2024 2:50 PM**

Showing 27 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">200226071</a>	Vigo	09/11/2002	DEED : WARRANTY DEED	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> FRENCH, DONNA J <a href="#">Search</a> FRENCH, MICHAEL D	<a href="#">Search</a> Lot 2 Block 0 OAK GROVE
<a href="#">200226072</a>	Vigo	09/11/2002	MORT : MORTGAGE	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> FIRST NATONAL BANK AND TRUST	<a href="#">Search</a> Lot 2 Block 0 OAK GROVE
<a href="#">200226078</a>	Vigo	09/11/2002	ASGN : ASSIGN MORTGAGE	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> LEADER MORTGAGE <a href="#">Search</a> FIRST NATIONAL BANK AND TRUST	
<a href="#">2003033168</a>	Vigo	10/27/2003	LIEN : TAP ON LIEN	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF TERRE HAUTE SEWAGE DEPT	
<a href="#">2004017976</a>	Vigo	08/02/2004	DEED : QUIT CLAIM DEED	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, JOHN P <a href="#">Search</a> NEWPORT, CARRIE J	<a href="#">Search</a> Lot 2 OAK GROVE
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<a href="#">2005019455</a>	Vigo	10/18/2005	DEED : WARRANTY DEED	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> STATE OF INDIANA	<a href="#">Search</a> Lot 2 OAK GROVE
<a href="#">2007008230</a>	Vigo	06/01/2007	REL : SEWER LIEN RELEASE	<b>NEWPORT, JOHN P</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF TERRE HAUTE CONTROLLERS OFFICE	<a href="#">Search</a> Lot 2 OAK GROVE
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Document Details	County	Date	Type	Name	Legal
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**NAME: NEWPORT CARRIE (Super Search)**

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Document Details	County	Date	Type	Name	Legal
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<a href="#">Book 367, Page 192</a>	Vigo		DEED : DEED	<b>NEWPORT, CAROL A</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, ROBERT J <a href="#">Search</a> GILMORE, ROBERT E <a href="#">Search</a> GILMORE, VICKIE L	

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## Search Results for:

**NAME: NEWPORT JOSEPH (Super Search)**



**REGION: Vigo County, IN**

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<a href="#">9917610</a>	Vigo	09/29/1999	REL : PARTIAL RELEASE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">200107240</a>	Vigo	05/09/2001	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> Lot 4 Block 0 BEVERLY HILLS
<a href="#">200205141</a>	Vigo	02/28/2002	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> Lot 4 Block 0 BEVERLY HILLS
<a href="#">200209077</a>	Vigo	04/05/2002	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2003027871</a>	Vigo	09/10/2003	MORT : MORTGAGE	<b>NEWPORT, JOSEPH</b> <a href="#">Search</a>  <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> Lot 4 BEVERLY HILLS

Document Details	County	Date	Type	Name	Legal
<a href="#">2003028556</a>	Vigo	09/17/2003	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2003028731</a>	Vigo	09/18/2003	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2008010519</a>	Vigo	07/31/2008	DEED : PERSONAL REPRESENTATIVE DEED	<b>NEWPORT, JOSEPH</b> <a href="#">Search</a> <a href="#">Search</a> SCOTT, MARIE <a href="#">Search</a> NEWPORT, JOSEPH M JR	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2008010520</a>	Vigo	07/31/2008	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2008011236</a>	Vigo	08/15/2008	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 9 AMBER WOOD ESTATES
<a href="#">2011013427</a>	Vigo	10/06/2011	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2011013601</a>	Vigo	10/11/2011	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2011013790</a>	Vigo	10/17/2011	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	
<a href="#">2011014315</a>	Vigo	10/28/2011	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA	
<a href="#">2012005152</a>	Vigo	03/29/2012	DEED : WARRANTY DEED	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> NEWPORT, JOHN P	<a href="#">Search</a> Lot 4 BEVERLY HILLS
<a href="#">2012005924</a>	Vigo	04/19/2012	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA	
<a href="#">2012008612</a>	Vigo	06/14/2012	DEED : WARRANTY DEED	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> HICKEY, DIANNE ELIZABETH	<a href="#">Search</a> Lot 1 KEAN LANE APARTMENTS HORIZONTAL PROPERTY

Document Details	County	Date	Type	Name	Legal
<a href="#">2014002192</a>	Vigo	02/20/2014	LIEN : SEWER LIEN	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF TERRE HAUTE CONTROLLERS OFFICE	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2014009489</a>	Vigo	07/21/2014	REL : SEWER LIEN RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> CITY OF TERRE HAUTE CONTROLLERS OFFICE	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2014010145</a>	Vigo	08/01/2014	MORT : MORTGAGE	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> VIGO COUNTY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 1 KEAN LANE APARTMENTS HORIZONTAL PROPERTY
<a href="#">2016006562</a>	Vigo	06/30/2016	MISC : ASSUMED BUSINESS NAME	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> 500 KEANE LANE CONDOS	
<a href="#">2021001577</a>	Vigo	02/05/2021	MORT : MORTGAGE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2021001968</a>	Vigo	02/18/2021	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2021003214</a>	Vigo	03/05/2021	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK NA <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2021011175</a>	Vigo	08/26/2021	DEED : WARRANTY DEED	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> MATLAB, ALI H	<a href="#">Search</a> Lot 8 AMBER WOOD ESTATES
<a href="#">2021015167</a>	Vigo	11/15/2021	DEED : PERSONAL REPRESENTATIVE DEED	<b>NEWPORT, JOSEPH</b> <a href="#">Search</a> <a href="#">Search</a> TAYLOR, REBECCA <a href="#">Search</a> CLARK, MARY ANN	<a href="#">see details</a>
<a href="#">2022000685</a>	Vigo	01/18/2022	MISC : ASSUMED BUSINESS NAME	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> 500 KEANE LANE CONDOS <a href="#">Search</a> BARCUS, ALAN <a href="#">Search</a> CLARK, MARY ANN <a href="#">see details for more</a>	
<a href="#">2022001826</a>	Vigo	02/08/2022	REL : MORTGAGE RELEASE	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> VIGO COUNTY FEDERAL CREDIT UNION	

Document Details	County	Date	Type	Name	Legal
<a href="#">2022006813</a>	Vigo	06/06/2022	DEED : TRUSTEE'S DEED	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> DANIELSON, MARSHA KAY <a href="#">Search</a> DANIELSON, RONALD CARL <a href="#">Search</a> MARSHA K DANIELSON REVOCABLE LIVING TRUST <a href="#">see details for more</a>	<a href="#">Search</a> Lot 3 WOODRIDGE PARK 13TH SEC TRACT A
<a href="#">2022007169</a>	Vigo	06/13/2022	MORT : MORTGAGE	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> VIGO COUNTY FEDERAL CREDIT UNION	<a href="#">Search</a> Lot 1 KEAN LANE APARTMENTS HORIZONTAL PROPERTY
<a href="#">2023006902</a>	Vigo	06/26/2023	DEED : WARRANTY DEED	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> DEBARD, MARY E	<a href="#">Search</a> Lot 1 KEAN LANE APARTMENTS HORIZONTAL PROPERTY
<a href="#">2023007220</a>	Vigo	06/30/2023	REL : MORTGAGE RELEASE	<b>NEWPORT, JOE</b> <a href="#">Search</a> <a href="#">Search</a> VIGO COUNTY FEDERAL CREDIT UNION	
<a href="#">2023007525</a>	Vigo	07/12/2023	REL : MORTGAGE RELEASE	<b>NEWPORT, JOSEPH M JR</b> <a href="#">Search</a> <a href="#">Search</a> FIRST FINANCIAL BANK <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">Book 373, Page 118</a>	Vigo		DEED : DEED	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> STANSBURY, ROBERT REED <a href="#">Search</a> STANSBURY, SUSAN T <a href="#">Search</a> NEWPORT, RUTHMARIE B	
<a href="#">Book 415, Page 537</a>	Vigo		DEED : DEED	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, RUTHMARIE B <a href="#">Search</a> ARNEY, JERROLD W <a href="#">Search</a> ARNEY, VICKIE L	
<a href="#">Book 416, Page 510</a>	Vigo		DEED : DEED	<b>NEWPORT, JOSEPH M</b> <a href="#">Search</a> <a href="#">Search</a> FRIESTAD, DAVID E <a href="#">Search</a> NEWPORT, RUTHMARIE B	

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## Search Results for:

**TAX/PARCEL ID: 84-06-25-478-012.000-002**  
**REGION: Vigo County, IN**  
**DOCUMENTS VALIDATED THROUGH: 09/10/2024 2:50 PM**

Showing 3 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2015004454</a>	Vigo	05/06/2015	MORT : MORTGAGE	<a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> NEWPORT, JOHN P <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> Lot 4 BEVERLY HILLS
<a href="#">2015012302</a>	Vigo	11/25/2015	MORT : MORTGAGE	<a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> NEWPORT, JOHN P <a href="#">Search</a> FIRST FINANCIAL BANK NA	<a href="#">Search</a> Lot 4 BEVERLY HILLS
<a href="#">2020003829</a>	Vigo	03/27/2020	MORT : MORTGAGE	<a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> NEWPORT, JOHN P <a href="#">Search</a> FIRST FINANCIAL BANK	<a href="#">Search</a> Lot 4 BEVERLY HILLS

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## Search Results for:

**NAME: NEWPORT RUTHMARIE (Super Search)**

**REGION: Vigo County, IN**  
**DOCUMENTS VALIDATED THROUGH: 09/10/2024 2:50 PM**

Showing 13 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">979417</a>	Vigo	07/01/1997	REL : MORTGAGE RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> MERCHANTS NATL BANK	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">9822366</a>	Vigo	12/18/1998	MORT : MORTGAGE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TH 1ST NATL BANK	<a href="#">Search</a> <a href="#">Search</a> 25-12N-9W <a href="#">Search</a>
<a href="#">99451</a>	Vigo	01/11/1999	REL : MORTGAGE RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> CHASE MORTGAGE SERVICES INC	<a href="#">Search</a> <a href="#">Search</a> <a href="#">Search</a>
<a href="#">9917610</a>	Vigo	09/29/1999	REL : PARTIAL RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">200107240</a>	Vigo	05/09/2001	MORT : MORTGAGE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> Lot 4 Block 0 BEVERLY HILLS
<a href="#">200205141</a>	Vigo	02/28/2002	MORT : MORTGAGE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	<a href="#">Search</a> Lot 4 Block 0 BEVERLY HILLS
<a href="#">200209077</a>	Vigo	04/05/2002	REL : MORTGAGE RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2003028556</a>	Vigo	09/17/2003	REL : MORTGAGE RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	
<a href="#">2003028731</a>	Vigo	09/18/2003	REL : MORTGAGE RELEASE	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a>  <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> TERRE HAUTE FIRST NATIONAL BANK	

Document Details	County	Date	Type	Name	Legal
<a href="#">2012005152</a>	Vigo	03/29/2012	DEED : WARRANTY DEED	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> NEWPORT, CARRIE J <a href="#">Search</a> NEWPORT, JOHN P	<a href="#">Search</a> Lot 4 BEVERLY HILLS
<a href="#">Book 373, Page 118</a>	Vigo		DEED : DEED	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a> <a href="#">Search</a> STANSBURY, ROBERT REED <a href="#">Search</a> STANSBURY, SUSAN T <a href="#">Search</a> NEWPORT, JOSEPH M	
<a href="#">Book 415, Page 537</a>	Vigo		DEED : DEED	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a> <a href="#">Search</a> NEWPORT, JOSEPH M <a href="#">Search</a> ARNEY, JERROLD W <a href="#">Search</a> ARNEY, VICKIE L	
<a href="#">Book 416, Page 510</a>	Vigo		DEED : DEED	<b>NEWPORT, RUTHMARIE B</b> <a href="#">Search</a> <a href="#">Search</a> FRIESTAD, DAVID E <a href="#">Search</a> NEWPORT, JOSEPH M	

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## Search Results for:

**NAME: NEWPORT JOHN (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Vigo County, IN**

Showing 3 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">84D04-0803-SC-002711</a>	Newport, Jackie		Defendant	Civil	Closed	03/07/2008	05/15/2008
<a href="#">84D04-0010-SC-007890</a>	Newport, Jackie		Defendant	Civil	Closed	10/16/2000	11/22/2000
<a href="#">84E04-9410-SC-005880</a>	Newport, Jackie		Defendant	Civil	Closed	10/12/1994	06/25/1999

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## Search Results for:

**NAME: NEWPORT CARRIE (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Vigo County, IN**

Showing 2 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">84D05-1109-SC-008249</a>	Newport, Karen		Defendant	Civil	Closed	09/13/2011	11/03/2011
<a href="#">84D04-1105-SC-004294</a>	Newport, Karen		Defendant	Civil	Closed	05/18/2011	08/09/2011

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## Search Results for:

**NAME: NEWPORT RUTHMARIE (Super Search)**



**PARTY ROLE: Case Party**  
**REGION: Vigo County, IN**

Showing 0 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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No items to display.

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## Search Results for:

**NAME: NEWPORT JOSEPH (Super Search)**



**PARTY ROLE: Case Party  
REGION: Vigo County, IN**

Showing 13 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">84D04-2305-EV-003072</a>	Newport, Joseph		Defendant	Civil	Closed	05/18/2023	06/07/2023
<a href="#">84D02-2209-DN-005778</a>	Newport, Joseph		Petitioner	Civil	Closed	09/14/2022	01/13/2023
<a href="#">84D02-2108-EU-004490</a>	Newport, Joseph		Petitioner	Civil	Closed	08/04/2021	07/14/2022
<a href="#">84D02-2108-EU-004490</a>	Newport, Joseph		Personal Representative	Civil	Closed	08/04/2021	07/14/2022
<a href="#">84D02-0702-PL-000814</a>	Newport, Joseph		Defendant	Civil	Closed	02/01/2007	05/09/2008
<a href="#">84D02-0702-PL-000814</a>	Newport, Joseph		Defendant	Civil	Closed	02/01/2007	05/09/2008
<a href="#">84D03-0611-ES-009481</a>	Newport, Joseph		Personal Representative	Civil	Closed	11/08/2006	11/19/2009
<a href="#">84D03-0611-ES-009481</a>	Newport, Joseph		Petitioner	Civil	Closed	11/08/2006	11/19/2009
<a href="#">84D03-0610-GU-009071</a>	Newport, Joseph		Petitioner	Civil	Closed	10/26/2006	01/19/2007
<a href="#">84D03-0610-GU-009071</a>	Newport, Joseph		Interested Person	Civil	Closed	10/26/2006	01/19/2007
<a href="#">84H01-2001-CM-000007</a>	Newport, Joseph Howard	07/08/1985	Defendant	Criminal	Closed	01/02/2020	01/02/2020
<a href="#">84D02-0210-ES-008224</a>	Newport, Joseph M		Petitioner	Civil	Closed	10/18/2002	02/18/2003
<a href="#">84D03-9910-ES-000279</a>	Newport, Joseph M		Petitioner	Civil	Closed	10/12/1999	02/01/2001

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