



**LIEN SEARCH  
Product Cover Sheet**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-IFC-01113	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	JERALD MONDS		
PROPERTY ADDRESS:	465 BARTON AVE, TERRE HAUTE, IN 47803		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

**SEARCH INFORMATION**

SEARCH DATE:	11/05/2024	EFFECTIVE DATE:	11/02/2024
NAME(S) SEARCHED:	JERALD MONDS AND MEAGAN MONDS		
ADDRESS/PARCEL SEARCHED:	465 BARTON AVE, TERRE HAUTE, IN 47803/84-06-26-126-028.000-002/84-06-26-126-029.000-002		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

JERALD THOMAS MONDS AND MEAGAN ELIZABETH MONDS, AS TENANTS BY THE ENTIRETIES
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	WARRANTY DEED	GRANTOR:	RICHARD G. MCKANNA
DATED DATE:	07/31/2017	GRANTEE:	JERALD THOMAS MONDS AND MEAGAN ELIZABETH MONDS, AS TENANTS BY THE ENTIRETIES
BOOK/PAGE:	N/A	RECORDED DATE:	08/01/2017
INSTRUMENT NO:	2017007543		
COMMENTS:			

**CURRENT TAXES - 84-06-26-126-028.000-002**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$333.59	TAX AMOUNT:	\$333.59
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

**CURRENT TAXES - 84-06-26-126-029.000-002**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$485.23	TAX AMOUNT:	\$485.23
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:	\$74,375.00
DATED DATE:	09/11/2020	RECORDED DATE	10/06/2020
INSTRUMENT NO:	2020013102	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JERALD THOMAS MONDS AND MEAGAN ELIZABETH MONDS, AS TENANTS BY THE ENTIRETIES		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR FREEDOM MORTGAGE CORPORATION DBA FREEDOM HOME MORTGAGE CORPORATION.		

TRUSTEE:	N/A		
COMMENTS:			
<b>SECURITY INSTRUMENT</b>			
DOC NAME	OPEN-END MORTGAGE	AMOUNT:	\$31,420.20
DATED DATE:	02/14/2023	RECORDED DATE	02/21/2023
INSTRUMENT NO:	2023002697	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN - END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JERALD MONDS AND MEAGAN MONDS		
LENDER:	FIGURE LENDING LLC		
TRUSTEE:	N/A		
COMMENTS:			
<b>FOR PREAMBLE</b>			
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE		
<b>ADDITIONAL NOTES</b>			
<b>LEGAL DESCRIPTION</b>			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, IN THE STATE OF INDIANA TO-WIT:</p> <p>LOT 28 AND LOT 26 IN BLOOMINGTON AVENUE PLACE, A SUBDIVISION OF 10 ACRES OFF OF THE WEST SIDE OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 9 WEST, BEING THE SAME 10 ACRES HERETOFORE PLATTED AS PADDOCK AND ALLEN'S SUBDIVISION, IN TERRE HAUTE, VIGO COUNTY, INDIANA.</p>			

# Vigo County, IN / City of Terre Haute

## Summary - Assessor's Office

Parcel ID 84-06-26-126-028.000-002  
 Tax ID 84-06-26-126-028.000-002  
 Section Plat 26  
 Routing Number  
 Neighborhood 118540 - HARRISON  
 Property Address 465 Barton Ave  
 Terre Haute, IN 47803  
 Legal Description BLOOMINGTON AVE PLACE D 443/1630 26-12-9 LOT 26  
 (Note: Not to be used on legal documents)  
 Acreage N/A  
 Class 599 - Res Other residential structur  
 Tax District/Area 002 - HARRISON

[View Map](#)



## Owner - Auditor's Office

Deeded Owner  
[Monds Jerald Thomas & Meagan Elizabeth Monds T/E](#)  
 465 Barton Ave  
 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		40.000	0.000	40.000	133.000	0.00	1.00		490.00	490.00	19,600.00	2 -30% 3 -25%	8,820.00

Land Detail Value Sum 8,820.00

## 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	Obsl Depr	Mrkt Adj	% Comp	Value
01	DEFGAR	8	WOOD FRAME	D	2014	2014	AV	37.79		26.91	16 x 24	10330	12	0	134	100	12200
02	LEANTO	6		D	2014	2014	AV	3.80		2.71	10 x 23	620	20	0	134	100	700

## Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
8/1/2017	MCKANNA RICHARD G	MONDS JERALD THOMAS & MEAGAN ELIZABE	2017007543	Wa	X	\$76,000	\$76,000
1/17/2013	DONHAM RICHARD M & MARY ANN TITUS &	MCKANNA RICHARD G	2013000766	Wa	X	\$43,500	\$43,500
8/24/2010	DONHAM RICHARD S & GRACE C	DONHAM RICHARD M & MARY ANN TITUS &	2010010970	Su	X	\$0	\$0
5/11/1998	DONHAM RICHARD S	DONHAM RICHARD S & GRACE C			S	\$0	\$0
6/28/1982	DONHAM DARRELL D & WIFE	DONHAM RICHARD S			S	\$0	\$0

## Transfer Recording - Auditor's Office

Date	From	To	Instrument	Doc #
8/1/2017	MCKANNA RICHARD G	MONDS JERALD THOMAS & MEAGAN ELIZABETH MONDS T/E	Warranty Deed	2017007543

## 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
VALUATION	Land	\$8,800	\$8,800	\$8,800	\$12,300	\$12,000
(Assessed Value)	Improvements	\$12,900	\$12,300	\$11,400	\$10,100	\$12,900
	Total	\$21,700	\$21,100	\$20,200	\$22,400	\$24,900
VALUATION	Land	\$8,800	\$8,800	\$8,800	\$12,300	\$12,000
(True Tax Value)	Improvements	\$12,900	\$12,300	\$11,400	\$10,100	\$12,900
	Total	\$21,700	\$21,100	\$20,200	\$22,400	\$24,900

## 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	\$333.59	\$319.38	\$354.17	\$393.69	\$385.38
+ 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	\$333.59	\$319.38	\$354.17	\$393.69	\$385.38
+ 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

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
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	\$320.26	\$273.63	\$298.55	\$275.91	\$275.32
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$667.18</b>	<b>\$638.76</b>	<b>\$708.34</b>	<b>\$787.38</b>	<b>\$770.76</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$333.59)	(\$638.76)	(\$708.34)	(\$787.38)	(\$770.76)
<b>= Total Due</b>	<b>\$333.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

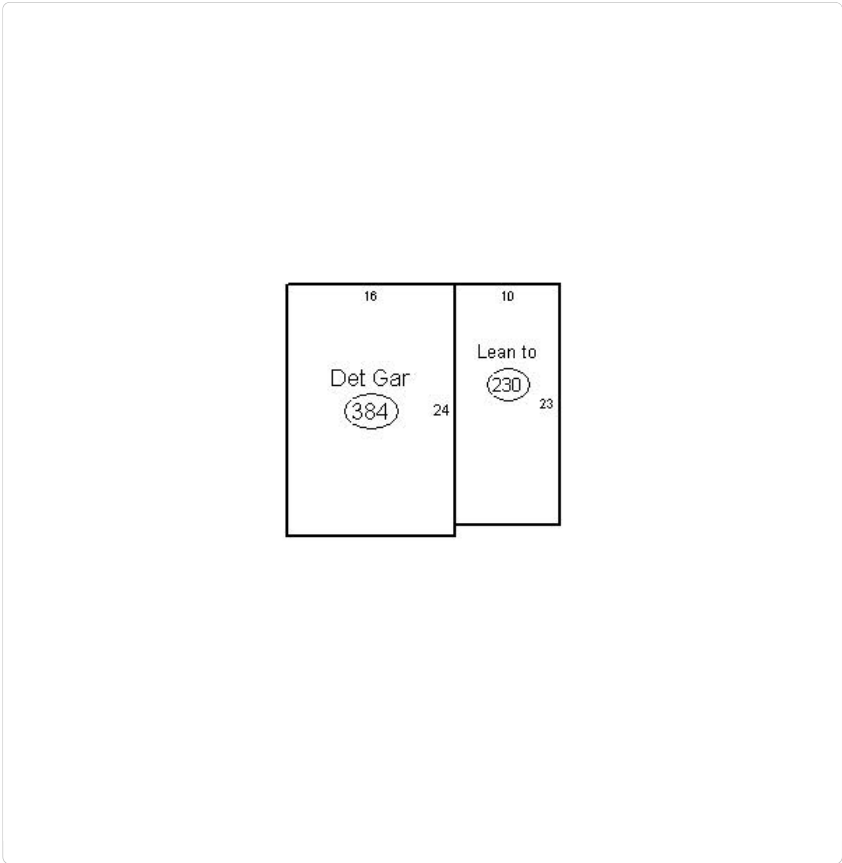
**Payments (2020-2024) - Treasurer's Office**

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2435073	5/6/2024	\$333.59
2022 Pay 2023	2388387	11/13/2023	\$319.38
2022 Pay 2023	2324941	5/3/2023	\$319.38
2021 Pay 2022	2268324	10/31/2022	\$354.17
2021 Pay 2022	2205507	4/26/2022	\$354.17
2020 Pay 2021	2160753	10/29/2021	\$393.69
2020 Pay 2021	2102918	4/29/2021	\$393.69
2019 Pay 2020	2021134	10/29/2020	\$385.38
2019 Pay 2020	2081451	4/23/2020	\$385.38

**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, Residential Dwellings - Assessor's Office, Homestead Allocations - Assessor's Office, Deductions - Auditor's Office, Property History, Exemptions - Auditor's Office.

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 GEOSPATIAL

## Vigo County, IN / City of Terre Haute

### Summary - Assessor's Office

Parcel ID 84-06-26-126-029.000-002  
 Tax ID 84-06-26-126-029.000-002  
 Section Plat 26  
 Routing Number  
 Neighborhood 118540 - HARRISON  
 Property Address 465 Barton Ave  
 Terre Haute, IN 47803  
 Legal Description BLOOMINGTON AVE PLACE D 443/1630 26-12-9 LOT 28  
 (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  
[Monds, Jerald Thomas & Meagan Elizabeth Monds T/E](#)  
 465 Barton Ave  
 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		40.000	0.000	40.000	133.000	0.00	1.00		490.00	490.00	19,600.00	3 -25%	14,700.00

Land Detail Value Sum 14,700.00

### Residential Dwellings - Assessor's Office

Card 01  
 Residential Dwelling 1  
 Occupancy  
 Story Height 1.0  
 Roofing Material: Slate or tile  
 Attic None  
 Basement Type 1/4  
 Basement Rec Room None  
 Finished Rooms 7  
 Bedrooms 4  
 Family Rooms 0  
 Dining Rooms 0  
 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 No  
 Primary Heat Central Warm Air  
 Extra Fixtures 0  
 Total Fixtures 8  
 Fireplace No  
 Features None  
 Porches and Decks Open Frame Porch 98  
 Enclosed Frame Porch 132  
 Masonry Stoop 9  
 Roof Extension Canopy 9  
 Wood Deck 180  
 Yd Item/Spc Fture/Outbldg CONCRETE BLOCK DETACHED GARAGE 400 SF  
 Last Updated 7/24/2003

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1055	1055
Wood frame	1.5	783	783
Concrete block	B	391	0
	Crawl	664	0
	Total	2229	1838

### 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	1.5		D+1	1908	1908	AV	0.00		0	1838	115060	50	0	134	100	77100
01	DETGAR		CONCRETE BLOCK	D	1908	1908	F	36.75		26.17	20 x 20	10470	65	0	134	100	4900

### Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
8/1/2017	MCKANNA RICHARD G	MONDS JERALD THOMAS & MEAGAN ELIZABE	2017007543	Wa	M	\$76,000	\$76,000
1/17/2013	DONHAM RICHARD M & MARY ANN TITUS &	MCKANNA RICHARD G	2013000766	Wa	M	\$43,500	\$43,500
7/14/2010	DONHAM RICHARD S & GRACE C	DONHAM RICHARD M & MARY ANN TITUS &	2010008394	Af	S	\$0	\$0
5/11/1998	DONHAM RICHARD S	DONHAM RICHARD S & GRACE C			S	\$0	\$0
9/15/1978	DONHAM KATHERINE B (LE) FEE RICHARD	DONHAM RICHARD S			S	\$0	\$0
9/13/1955	DONHAM KATHERINE B	DONHAM KATHERINE B (LE) FEE RICHARD.			S	\$0	\$0

**Transfer Recording - Auditor's Office**

Date	From	To	Instrument	Doc #
8/1/2017	MCKANNA RICHARD G	MONDS JERALD THOMAS & MEAGAN ELIZABETH MONDS T/E	Warranty Deed	2017007543

**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
VALUATION	Land	\$14,700	\$14,700	\$14,700	\$17,500	\$17,200
(Assessed Value)	Improvements	\$82,000	\$78,000	\$71,000	\$65,000	\$67,800
	<b>Total</b>	<b>\$96,700</b>	<b>\$92,700</b>	<b>\$85,700</b>	<b>\$82,500</b>	<b>\$85,000</b>
VALUATION	Land	\$14,700	\$14,700	\$14,700	\$17,500	\$17,200
(True Tax Value)	Improvements	\$82,000	\$78,000	\$71,000	\$65,000	\$67,800
	<b>Total</b>	<b>\$96,700</b>	<b>\$92,700</b>	<b>\$85,700</b>	<b>\$82,500</b>	<b>\$85,000</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	\$17,880.00	\$14,245.00	\$13,125.00	\$14,000.00	\$13,405.00	\$12,320.00

**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	\$485.23	\$447.52	\$429.83	\$443.66	\$433.88
+ 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	\$485.23	\$447.52	\$429.83	\$443.66	\$433.88
+ 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	\$284.67	\$164.38	\$101.14	\$94.86	\$70.92
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$970.46</b>	<b>\$895.04</b>	<b>\$859.66</b>	<b>\$887.32</b>	<b>\$867.76</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$485.23)	(\$895.04)	(\$859.66)	(\$887.32)	(\$867.76)
<b>= Total Due</b>	<b>\$485.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

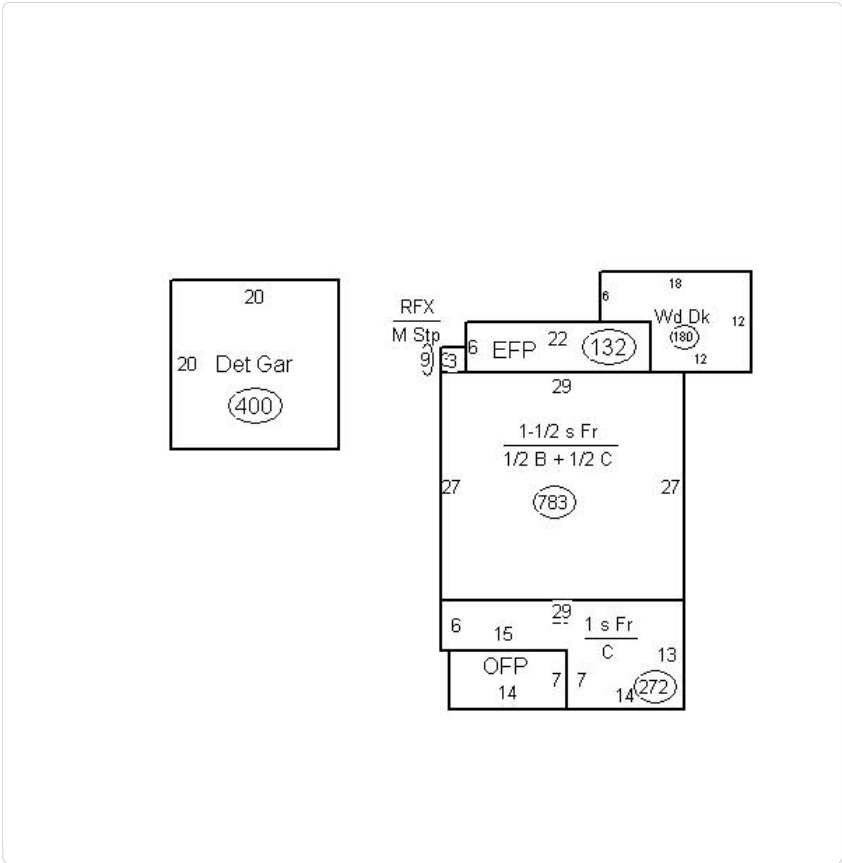
**Payments (2020-2024) - Treasurer's Office**

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2435074	5/6/2024	\$485.23
2022 Pay 2023	2388388	11/13/2023	\$447.52
2022 Pay 2023	2324942	5/3/2023	\$447.52
2021 Pay 2022	2268325	10/31/2022	\$429.83
2021 Pay 2022	2205508	4/26/2022	\$429.83
2020 Pay 2021	2160754	10/29/2021	\$443.66
2020 Pay 2021	2102919	4/29/2021	\$443.66
2019 Pay 2020	2030622	10/29/2020	\$433.88
2019 Pay 2020	2069010	4/23/2020	\$433.88

**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, Property History, Exemptions - Auditor's Office.

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Contact Us







# 465 Barton Ave

Terre Haute, IN 47803

Monds Jerald Thomas & Meagan

Elizabeth Monds T/E

465 Barton Ave  
Terre Haute, IN 47803

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

Fall Due by 11/12/2024: \$333.59

**\$333.59**

Total Due ⓘ

## Property Information

<b>Tax Year/Pay Year</b> 2023 / 2024	<b>TIF</b> None
<b>Parcel Number</b> 84-06-26-126-028.000-002	<b>Homestead Credit Filed?</b> No
<b>Duplicate Number</b> 1044397	<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> BLOOMINGTON AVE PLACE D 443/1630 26-12-9 LOT 26
<b>Tax Unit / Description</b> 2 - Terre Haute City Harrison Town	<b>Section-Township-Range</b> 26, 12, 09
<b>Property Class</b> RESIDENTIAL OTHER STRUCTURES	<b>Parcel Acres</b> No Info
<b>Mortgage Company</b> Corelogic	<b>Lot Number</b> 26
<b>Mtg Company Last Changed</b> 03/27/2024	<b>Block/Subdivision</b> No info

## Billing

### Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$333.59	\$0.00	\$333.59
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$333.59	\$0.00	\$333.59
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

	Tax Bill	Adjustments	Balance
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:	\$320.26	\$0.00	\$320.26
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
<b>Tax and Penalty:</b>			\$667.18
<b>Other Assess (+):</b>			\$0.00
<b>Fees (+):</b>			\$0.00
<b>Cert to Court (-):</b>			\$0.00
<b>Subtotal:</b>			\$667.18
<b>Receipts:</b>			\$333.59
<b>Total Due:</b>			\$333.59
<b>Surplus Transfer:</b>			\$0.00
<b>Account Balance:</b>			\$333.59

### Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	05/06/2024	S	\$333.59	Lock Box Payment 5/2/2024	N

### Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<a href="#">2024</a>	\$333.59	\$333.59	\$0.00	\$667.18	\$333.59
<a href="#">2023</a>	\$319.38	\$319.38	\$0.00	\$638.76	\$638.76
<a href="#">2022</a>	\$354.17	\$354.17	\$0.00	\$708.34	\$708.34
<a href="#">2021</a>	\$393.69	\$393.69	\$0.00	\$787.38	\$787.38
<a href="#">2020</a>					
<a href="#">2019</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	\$0	\$0
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$20,200	\$21,100
<b>2. Equals total gross assessed value of property</b>	\$20,200	\$21,100
2a. Minus deductions	\$0	\$0
<b>3. Equals subtotal of net assessed value of property</b>	\$20,200	\$21,100
3a. Multiplied by your local tax rate	4.5168	4.6798
<b>4. Equals gross tax liability</b>	\$912.39	\$987.44
4a. Minus local property tax credits	\$0.00	\$0.00

4b. Minus savings due to property tax cap	(\$273.63)	(\$320.26)
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>	<b>\$638.76</b>	<b>\$667.18</b>

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

Land Value	\$8,800
Improvements	\$12,300

### 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
No data							

### Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
MCKANNA RICHARD G	08/01/2017		2017007543		



# 465 Barton Ave

Terre Haute, IN 47803

Monds Jerald Thomas & Meagan

Elizabeth Monds T/E

465 Barton Ave  
Terre Haute, IN 47803

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

Fall Due by 11/12/2024: \$485.23

## \$485.23

Total Due ⓘ

## Property Information

<b>Tax Year/Pay Year</b> 2023 / 2024	<b>TIF</b> None
<b>Parcel Number</b> 84-06-26-126-029.000-002	<b>Homestead Credit Filed?</b> Yes
<b>Duplicate Number</b> 1044399	<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> BLOOMINGTON AVE PLACE D 443/1630 26-12-9 LOT 28
<b>Tax Unit / Description</b> 2 - Terre Haute City Harrison Town	<b>Section-Township-Range</b> 26, 12, 09
<b>Property Class</b> RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT	<b>Parcel Acres</b> No Info
<b>Mortgage Company</b> Corelogic	<b>Lot Number</b> 28
<b>Mtg Company Last Changed</b> 03/27/2024	<b>Block/Subdivision</b> No info

## Billing

### Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$485.23	\$0.00	\$485.23
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$485.23	\$0.00	\$485.23
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

	Tax Bill	Adjustments	Balance
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:	\$284.67	\$0.00	\$284.67
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
<b>Tax and Penalty:</b>			\$970.46
<b>Other Assess (+):</b>			\$0.00
<b>Fees (+):</b>			\$0.00
<b>Cert to Court (-):</b>			\$0.00
<b>Subtotal:</b>			\$970.46
<b>Receipts:</b>			\$485.23
<b>Total Due:</b>			\$485.23
<b>Surplus Transfer:</b>			\$0.00
<b>Account Balance:</b>			\$485.23

### Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	05/06/2024	S	\$485.23	Lock Box Payment 5/2/2024	N

### Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<a href="#">2024</a>	\$485.23	\$485.23	\$0.00	\$970.46	\$485.23
<a href="#">2023</a>	\$447.52	\$447.52	\$0.00	\$895.04	\$895.04
<a href="#">2022</a>	\$429.83	\$429.83	\$0.00	\$859.66	\$859.66
<a href="#">2021</a>	\$443.66	\$443.66	\$0.00	\$887.32	\$887.32
<a href="#">2020</a>					
<a href="#">2019</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	\$85,700	\$92,700
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>	\$85,700	\$92,700
2a. Minus deductions	(\$62,245)	(\$65,880)
<b>3. Equals subtotal of net assessed value of property</b>	\$23,455	\$26,820
3a. Multiplied by your local tax rate	4.5168	4.6798
<b>4. Equals gross tax liability</b>	\$1,059.42	\$1,255.13
4a. Minus local property tax credits	\$0.00	\$0.00



4b. Minus savings due to property tax cap	(\$164.38)	(\$284.67)
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>	<b>\$895.04</b>	<b>\$970.46</b>

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

Land Value	\$14,700
Improvements	\$78,000

### Exemptions / Deductions

Description	Amount
Homestead Credit	\$48,000.00
Supplemental HSC	\$17,880.00
Count: 2	<b>\$65,880.00</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
No data							

### Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
MCKANNA RICHARD G	08/01/2017		2017007543		

AUG 01 2017



*James W Beamble*  
VIGO COUNTY AUDITOR

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, That **RICHARD G. MCKANNA**, Of Sullivan  
County, in the State of ~~Ohio~~ Indiana,

Conveys and Warrants to **JERALD THOMAS MONDS and MEAGAN ELIZABETH MONDS**, As Tenants By The Entireties, Of Vigo County, in the State of Indiana,

for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Vigo County, in the State of Indiana to-wit:

Lot 28 and Lot 26 in Bloomington Avenue Place, a Subdivision of 10 acres off of the West side of the North East quarter of the North West quarter of Section 26, Township 12 North, Range 9 West, being the same 10 acres heretofore platted as Paddock and Allen's Subdivision, in Terre Haute, 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 set forth on the Plat of Bloomington Avenue Place as shown in Plat Record 7, Page 11.

For information purposes only, the property address is purported to be:  
465 Barton Avenue, Terre Haute, Indiana 47803.

Tax bills should be sent to Grantees at such address unless otherwise indicated below.

Parcel Nos.: 84-06-26-126-028.000-002 and 84-06-26-126-029.000-002

2

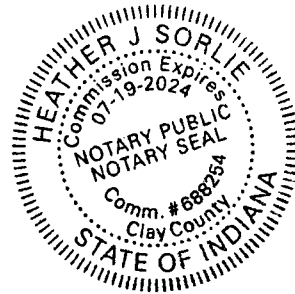
IN WITNESS WHEREOF, the said Grantor has executed this deed on this 31<sup>ST</sup> day of JULY, 2017.

Richard G. McKanna (Seal)  
Richard G. McKanna

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

Before me, the undersigned, a Notary Public in and for said County and State, this 31<sup>ST</sup> day of JULY, 2017, personally appeared Richard G. McKanna who acknowledged the execution of the foregoing Warranty Deed to be the voluntary act and deed of Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

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



Heather J Sorlie  
Notary Public

Heather J Sorlie  
Printed Name

My Commission Expires:  
7-19-2024

My County of Residence:  
Clay

**This Instrument Was Prepared By:** Matthew R. Effner, Attorney; Effner Law Firm, 19 S. 6<sup>th</sup> Street, Suite 1200, Terre Haute, IN 47807; (812) 238-4000; HCVT-2017-0316.

Note: In preparing this instrument, preparer makes no warranties, expressed or implied, regarding the title conveyed by it.

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. Matthew R. Effner

Mail Tax Bills To Grantee At: 4105 Barton Ave Terre Haute, IN 47803

Return Deed To: Honey Creek Vigo Title Services, Inc., 405 S. 6<sup>th</sup> Street, Terre Haute, IN 47807.





**Return To:**  
Freedom Mortgage Corporation  
Attn: Final Documents  
P.O. Box 8001  
Fishers, IN 46038-8001

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**Mortgage**

1322\$00

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MIN 1000730-0114090467-1

**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 September 11, 2020 , together with all Riders to this document.
- (B) "Borrower" is Jerald Thomas Monds and Meagan Elizabeth Monds, as tenants by the entireties

**Borrower is the mortgagor under this Security Instrument.**

- (C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026; a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.
- (D) **"Lender"** is Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation  
Lender is a Corporation  
organized and existing under the laws of The State of New Jersey  
Lender's address is 907 Pleasant Valley Av Ste 3, Mount Laurel, NJ 08054
- (E) **"Note"** means the promissory note signed by Borrower and dated September 11, 2020. The Note states that Borrower owes Lender Seventy Four Thousand Three Hundred Seventy Five and 00/100  
Dollars (U.S. \$ 74,375.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2050
- (F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) **"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.
- (H) **"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]:
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input checked="" type="checkbox"/> VA Rider   | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |
- (I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County  
of Vigo

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 840626126028000002  
465 Barton Ave  
Terre Haute  
("Property Address"):

which currently has the address of  
[Street]  
[City], Indiana 47803 [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

- 1. Payment of Principal, Interest, Escrow Items, 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 sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by

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

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

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

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

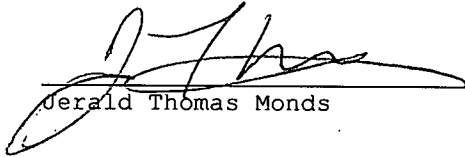
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental 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.

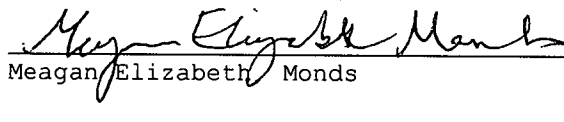
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 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 nonexistence 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 Appraisalment.** Borrower waives all right of valuation and appraisalment.

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.

**Borrower**

  
Gerald Thomas Monds  
09/11/2020  
**Date**  
(Seal)

  
Meagan Elizabeth Monds  
09/11/2020  
**Date**  
(Seal)

\_\_\_\_\_  
**Date**  
(Seal)

\_\_\_\_\_  
**Date**  
(Seal)

Refer to the attached *Signature Addendum* for additional parties and signatures.



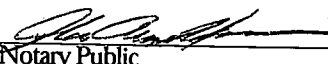
**Acknowledgment**

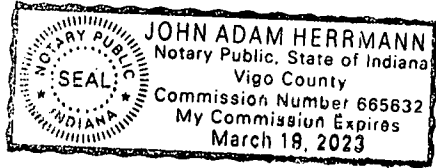
State of *Indiana*

County of *Vigo*

This instrument was acknowledged before me on *September 11, 2020* by

Jerald Thomas Monds and Meagan Elizabeth Monds, as tenants by the entireties

  
\_\_\_\_\_  
Notary Public  
Notary County: *Vigo*  
My Commission Expires: *March 19, 2023*



This instrument was prepared by:

Stan Moskowitz, Freedom Mortgage Corporation, 907 Pleasant Valley Ave, Suite 3, Mount Laurel, NJ 08054

Mail tax statements to:

907 Pleasant Valley Av Ste 3, Mount Laurel, NJ 08054

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.

  
*Lydia Fuller*

Loan origination organization Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation

NMLS ID 2767

Loan originator Christopher Hale Peffall

NMLS ID 372109

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INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
VMP  
Wolters Kluwer Financial Services

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Form 3015 1/01  
VMP-6A(IN) (1302)  
Page 17 of 17

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Victoria Herrmann  
Witness Name (typed/printed)

Victoria Herrmann  
Witness Signature

State of Indiana  
County of Vigo

On this 11 day of September, 2020, before me personally appeared Victoria Herrmann, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed as the Witness to the signature(s) on the foregoing instrument, and who, being by me duly sworn, said that he/she was present and saw/heard

**Jerald Thomas Monds and Meagan Elizabeth Monds**

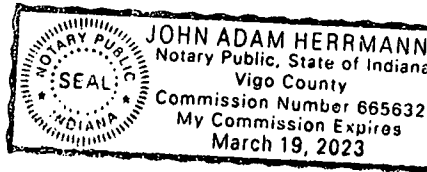
the same person(s) described in and whose names is/are subscribed to the foregoing instrument in their authorized capacity as a party thereto, execute the foregoing instrument; and that said Witness at the same time subscribed his/her name as a witness in this Certificate of Proof for attachment to the foregoing instrument.

(space reserved for Notary Seal/Stamp)

John Adam Herrmann  
Notary Public Signature

John Adam Herrmann  
Notary Public Name

Vigo  
Notary County



This instrument was prepared by:

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 11<sup>th</sup> day of September, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation

(herein "Lender") and covering the Property described in the Security Instrument and located at  
465 Barton Ave  
Terre Haute, IN 47803  
[Property Address]

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

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

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MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER WITHOUT GUARANTY

-539R (0310)

10/03

Page 1 of 3

Initials: STM MEM

VMP Mortgage Solutions (800)521-7291



**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

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

(a) **ASSUMPTION FUNDING FEE:** A fee equal to five tenths (0.500 %) of the balance of this loan as of the date of transfer of the Property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

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

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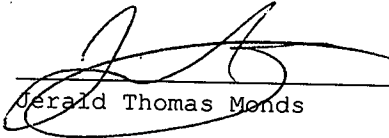
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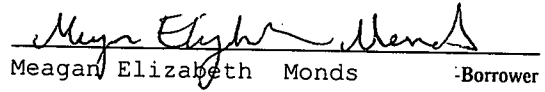
-539R (0310)

Page 2 of 3

Initials: JM MEM

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

  
Gerald Thomas Monds -Borrower

  
Meagan Elizabeth Monds -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

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-539R (0310)

# Exhibit A

File No.: 1322800

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

Lot 28 and Lot 26 in Bloomington Avenue Place, a subdivision of 10 acres off the West side of the North East quarter of the North West quarter of Section 26, Township 12 North, Range 9 West, being the same 10 acres heretofore platted as Paddock and Allen's Subdivision, Terre Haute, Vigo County, Indiana.

Condition, restrictions, covenants and easements as set forth on the Plat of Bloomington Avenue Place as shown in Plat Record 7, Page 11.

Tax ID: 8-06-26-126-028-000-002



Prepared By: Johana Helena Farrar, MLO  
Figure Lending LLC  
650 S. Tryon Street, 8th floor  
Charlotte, NC 28202

After Recording Return To:  
Attn: Scott Malone  
Figure Lending LLC  
100 West Liberty Street, Suite 600,  
Reno, NV 89501

SEND TAX NOTICES TO:

Jerald Monds  
465 BARTON AVE  
TERRE HAUTE, IN 47803

[Space Above This Line for Recording Data]

**INDIANA  
OPEN-END MORTGAGE  
(Securing Future Advances)**

Loan Id: 1-23039-1970  
Date: 02/14/2023

**THIS OPEN-END MORTGAGE** ("Mortgage") is made on 02/14/2023.  
(A) The mortgagor(s) is/are Jerald Monds and Meagan Monds.  
(B) The Lender is Figure Lending LLC ("Lender"), whose address is 650 S. Tryon Street, 8th floor, Charlotte, NC 28202.

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to Figure Lending LLC.

Pursuant to a Figure Home Equity Line of Credit Agreement ("Agreement") dated 02/13/2023, Jerald Monds ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. \$31,420.20. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 03/14/2033. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase.

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no

later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Mortgage. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Mortgage will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Mortgage will secure unpaid draws, interest, future draws, and all other amounts due under this Mortgage and the Agreement.

This Mortgage secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you irrevocably mortgage, warrant, grant and convey to us and our successors and assigns the following described property located in VIGO County, Indiana: described on exhibit A attached hereto

which is commonly known as 465 BARTON AVE, TERRE HAUTE, Indiana 47803 ("Property Address") and has a Real Property tax identification number of 84-06-26-126-029.000-002;

**TOGETHER WITH** all the improvements now or later erected on the property, and all easements, rights, interests, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

**YOU COVENANT** that you are lawfully seized of the estate conveyed in this Mortgage and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**YOU AND WE** covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges.** Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Mortgage.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided in the Agreement.
- 3. Prior Mortgages; Charges; Liens.** You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien



which has priority over this Mortgage, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance under this Mortgage.

We specifically reserve to ourself and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Mortgage, whether or not then due, with any excess paid to you. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Mortgage immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

**5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds.** You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a lien which has priority over this Mortgage or any draw or amounts owed under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section will become additional amounts you owe us and will be secured by this Mortgage. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Mortgage, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.

**8. Condemnation.** You agree to give notice to us immediately upon your learning of the commencement of any action or proceeding to take all or any part of the Property by exercise of the right of condemnation or eminent domain. You agree not to settle any such action or proceeding or agree to accept any award or payment without our prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the

date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Mortgage, whether or not then due. Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. You Are Not Released; Forbearance by Us Not a Waiver.** Time is of the essence in the performance of your obligations under this Mortgage and the Agreement. Extension of time for payment or modification of amortization of the amounts secured by this Mortgage granted by us to you or any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against you or any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Mortgage 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 will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Unless otherwise required by law, we may deliver any notice to you provided for in this Mortgage by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.

**13. Governing Law; Severability.** This Mortgage is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this

Mortgage conflicts with applicable law, such conflict will not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Mortgage. If we exercise our option to accelerate payment of the amounts secured by this Mortgage, all such amounts will become due and payable within five days after the mailing of a notice from us to you setting forth the total amount due. However, this option will not be exercised by us if exercise is prohibited by applicable law.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial or participation interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us written notice of 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (a) any payment required by the Agreement or this Mortgage is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Mortgage and

foreclosure or sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Mortgage without further demand and may invoke any of the remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the amounts secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

**19. Release.** Upon your request that we terminate the Agreement secured by this Mortgage and the payment and discharge by Borrower of all amounts secured by this Mortgage, this Mortgage will become null and void, and we will release this Mortgage without charge to you. You will pay any recordation costs, as permitted by law.

**20. Additional Charges.** Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.

**21. Waiver.** You waive all rights of homestead exemption in, and statutory redemption of, the Property and all right of valuation and appraisal of the Property. No waiver by us at any time of any provision, agreement or covenant contained in this Mortgage or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.

**22. Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

Check applicable boxes:

Condominium Rider

2-4 Family Rider

Planned Unit Development  
Rider

Second Home Rider

Other(s) (specify)

**BY SIGNING BELOW**, you accept and agree to the terms, agreements and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

THUS DONE, AND PASSED, on this 14th day of February, 2023, in the presence of the undersigned Notary Public and Mortgagor(s), after being duly sworn and after reading of the whole.

**EACH BORROWER ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE, AND EACH BORROWER AGREES TO ITS TERMS.**

*Jerald Monds*

\_\_\_\_\_  
Jerald Monds

\_\_\_\_\_  
02/14/2023

*Meagan Monds*

\_\_\_\_\_  
Meagan Monds

\_\_\_\_\_  
02/14/2023

3741280975A90FF51FC5B2A0B10B2AEB 8A2DB0E2FD5A30CC07C55C91F58BAC81 8771F5BBE1B009C9BA6D0D48F3B05BBD CCF7D2077C3E48010FCECB51CCC1A732
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This instrument prepared by: Johana Helena Farrar

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Johana Helena Farrar

State of Nevada

County of Washoe

On this 14th day of February 2023, before me, Jason Rui Zhong (the undersigned notary public), Jerald Monds personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.



.....  
Signature of Notary Public



**Jason Rui Zhong**  
NOTARY PUBLIC  
STATE OF NEVADA  
I.D. # 22-7659-02  
My Comm. Exp. Jan. 11, 2026



State of Nevada

County of Washoe

On this 14th day of February 2023, before me, Dylan Raber (the undersigned notary public), Meagan Monds personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.



.....  
Signature of Notary Public



**Dylan Raber**  
NOTARY PUBLIC  
STATE OF NEVADA  
I.D. # 22-4643-02  
My Comm. Exp. July 27, 2026

## **Property Legal Description**

The following described Real Estate in Vigo County, in the State of Indiana to-wit:

Lot 28 and Lot 26 in Bloomington Avenue Place, a Subdivision of 10 acres off of the West side of the North East quarter of the North West quarter of Section 26, Township 12 North, Range 9 West, being the same 10 acres heretofore platted as Paddock and Allen's Subdivision, in Terre Haute, 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 set forth on the Plat of Bloomington Avenue Place as shown in Plat Record 7, Page 11.

## Search Results for:

**NAME: MONDS, JERALD (Super Search)**



**REGION: Vigo County, IN**

**DOCUMENTS VALIDATED THROUGH: 11/1/2024 2:59 PM**

Showing 5 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2017007543</a>	Vigo	08/01/2017	DEED : WARRANTY DEED	<b>MONDS, JERALD THOMAS</b> <a href="#">Search</a>  <a href="#">Search</a> MCKANNA, RICHARD G <a href="#">Search</a> MONDS, MEAGAN ELIZABETH	<a href="#">Search</a> Lot 26 BLOOMINGTON AVENUE PLACE <a href="#">Search</a> Lot 28 BLOOMINGTON AVENUE PLACE
<a href="#">2017007544</a>	Vigo	08/01/2017	MORT : MORTGAGE	<b>MONDS, JERALD THOMAS</b> <a href="#">Search</a>  <a href="#">Search</a> MCKANNA, RICHARD G <a href="#">Search</a> MONDS, ELIZABETH MEAGAN	<a href="#">Search</a> Lot 26 BLOOMINGTON AVENUE PLACE <a href="#">Search</a> Lot 28 BLOOMINGTON AVENUE PLACE
<a href="#">2020012554</a>	Vigo	09/28/2020	REL : MORTGAGE RELEASE	<b>MONDS, JERALD T</b> <a href="#">Search</a>  <a href="#">Search</a> MONDS, MEAGAN ELIZABETH <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS <a href="#">Search</a> PRIMELENDING	
<a href="#">2020013102</a>	Vigo	10/06/2020	MORT : MORTGAGE	<b>MONDS, JERALD THOMAS</b> <a href="#">Search</a>  <a href="#">Search</a> MONDS, MEAGAN ELIZABETH <a href="#">Search</a> FREEDOM MORTGAGE CORPORATION <a href="#">Search</a> MORTGAGE ELECTRONIC REGISTRATION SYSTEM	<a href="#">Search</a> Lot 26 BLOOMINGTON AVENUE PLACE <a href="#">Search</a> Lot 28 BLOOMINGTON AVENUE PLACE
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<a href="#">2017007544</a>	Vigo	08/01/2017	MORT : MORTGAGE	<b>MONDS, ELIZABETH MEAGAN</b> <a href="#">Search</a> <a href="#">Search</a> MCKANNA, RICHARD G <a href="#">Search</a> MONDS, JERALD THOMAS	<a href="#">Search</a> Lot 26 BLOOMINGTON AVENUE PLACE <a href="#">Search</a> Lot 28 BLOOMINGTON AVENUE PLACE
<a href="#">2017007543</a>	Vigo	08/01/2017	DEED : WARRANTY DEED	<b>MONDS, MEAGAN ELIZABETH</b> <a href="#">Search</a> <a href="#">Search</a> MCKANNA, RICHARD G <a href="#">Search</a> MONDS, JERALD THOMAS	<a href="#">Search</a> Lot 26 BLOOMINGTON AVENUE PLACE <a href="#">Search</a> Lot 28 BLOOMINGTON AVENUE PLACE
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