



**LIEN SEARCH  
Product Cover Sheet**

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-TC-00409	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	JAY H CLARK AND MELISSA A CLARK		
PROPERTY ADDRESS:	12440 S COUNTY ROAD 500 E		
CITY, STATE AND COUNTY:	SELMA, INDIANA (IN) AND DELAWARE		

**SEARCH INFORMATION**

SEARCH DATE:	07/26/2024	EFFECTIVE DATE:	07/25/2024
NAME(S) SEARCHED:	JAY H CLARK AND MELISSA A CLARK		
ADDRESS/PARCEL SEARCHED:	12440 S COUNTY ROAD 500 E, SELMA, IN 47883/1621300007000		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

JAY H. CLARK JR AND MELISSA A. CLARK, HUSBAND AND WIFE

COMMENTS:	
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**VESTING DEED**

DEED TYPE:	WARRANTY DEED	GRANTOR:	BERTIE JOAN SHIVELY F/K/A BERTIE JOAN SMITH AND OSCAR SHIVELY, JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP
DATED DATE:	07/06/2012	GRANTEE:	JAY H. CLARK JR AND MELISSA A. CLARK, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	07/10/2012
INSTRUMENT NO:	2012R08621		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$838.64	TAX AMOUNT:	\$838.64
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$148,550.00
DATED DATE:	10/25/2021	RECORDED DATE	11/02/2021
INSTRUMENT NO:	2021R18589	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JAY H. CLARK, JR. AND MELISSA A. CLARK, HUSBAND AND WIFE, JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP.		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR FREEDOM MORTGAGE CORPORATION DBA FREEDOM HOME MORTGAGE CORPORATION.		
TRUSTEE:	N/A		
COMMENTS:			

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$25,000.00
DATED DATE:	08/07/2020	RECORDED DATE	08/17/2020

INSTRUMENT NO:	2020R10457	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JAY H CLARK JR. AND MELISSA A CLARK		
LENDER:	THRIVE CREDIT UNION		
TRUSTEE:	N/A		
COMMENTS:			
<b>RELATED DOCUMENT</b>			
DOC NAME:	SUBORDINATION AGREEMENT	BOOK/PAGE:	N/A
DATED DATE:	09/30/2021	INSTRUMENT NO.	2021R18590
REC DATE:	11/02/2021	COUNTY:	DELAWARE
COMMENTS:	SUBORDINATES THIS MORTGAGE TO THE MORTGAGE RECORDED 11/02/2021 IN INSTRUMENT NO. 2021R18589.		
<b>FOR PREAMBLE</b>			
CITY/TOWNSHIP/PARISH:	TOWNSHIP OF PERRY		
<b>ADDITIONAL NOTES</b>			
<b>LEGAL DESCRIPTION</b>			
<p>PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 11 EAST, PERRY TOWNSHIP, DELAWARE COUNTY, STATE OF INDIANA, DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT AN IRON REBAR STAKE ON THE WEST LINE OF SAID QUARTER QUARTER SECTION AND WITHIN DELAWARE COUNTY ROAD NO. 500 EAST THAT IS NORTH 00 DEGREES 51 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 209.00 FEET FROM A P-K NAIL FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 11 EAST; THENCE ALONG SAID WEST LINE AND ALONG SAID ROAD NORTH 00 DEGREES 51 MINUTES 00 SECONDS WEST 150.00 FEET TO A P-K NAIL FOUND; THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST, PASSING THROUGH AN IRON REBAR STAKE AT 20.25 FEET, A TOTAL DISTANCE OF 458.86 FEET TO AN IRON REBAR STAKE AT THE SOUTH EDGE OF A WOOD FENCE CORNER POST; THENCE SOUTH 00 DEGREES 51 MINUTES 00 SECONDS EAST 66.46 FEET TO AN IRON REBAR STAKE; THENCE ALONG AN EXISTING WOVEN WIRE FARM FENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS EAST 798.63 FEET TO THE NORTH EDGE OF A WOOD FENCE CORNER POST; THENCE SOUTH 00 DEGREES 48 MINUTES 18 SECONDS EAST 302.24 FEET TO A WOOD FENCE CORNER POST ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION THAT IS NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST 66.5 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 21; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST 798.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 51 MINUTES 00 SECONDS WEST, PASSING THROUGH A WOOD FENCE CORNER POST AT 2.62 FEET, A TOTAL DISTANCE OF 211.62 FEET TO A POINT THAT IS SOUTH 89 DEGREES 56 MINUTES 14 SECONDS WEST 0.88 FEET FROM AN IRON ROD STAKE FOUND; THENCE SOUTH 89 DEGREES 56 MINUTES 14 SECONDS WEST 458.86 FEET TO THE POINT OF BEGINNING, CONTAINING 7.055 ACRES. SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, ZONING REGULATIONS, AND ANY OTHER LEGAL RESTRICTIONS OF RECORD.</p>			

# Delaware County, IN

## Summary

Parcel ID 1621300007000  
 Alternate ID 18-16-21-300-007.000-020  
 Property Address 12440 S CR 500E  
 SELMA, IN 47383  
 Brief Tax Description E HLF PART NW QTR SW QTR 6.9700Acres STR: 211911 IN: OUT:  
 (Note: Not to be used on legal documents)  
 Class 511: 1 Family Dwell - Unplatted (0 to 9.99 Acres)

## Owner

CLARK JAY H JR  
 12440 COUNTY ROAD 500 E  
 SELMA, IN 47383

## Taxing District

County: Delaware  
 Township: PERRY TOWNSHIP  
 State District 020 PERRY  
 Local District: 020  
 School Corp: LIBERTY-PERRY COMMUNITY  
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

## Site Description

Topography: Flat  
 Public Utilities: Electricity ,Water  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 6.97

## Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
9 - HOMESITE		0	0	1.0000	\$20,000.00	\$20,000.00	\$20,000.00	0%	\$18,000.00
RESIDENTIAL EXCESS ACREAGE		0	0	5.9700	\$5,000.00	\$5,000.00	\$29,850.00	(25%)	\$20,150.00

## Residential Dwellings

Description Single-Family  
 Story Height 2  
 Style  
 Finished Area 2679  
 # Fireplaces 1  
 Heat Type Other  
 Air Cond 2238  
 Bedrooms 3  
 Living Rooms: 0  
 Dining Rooms: 0  
 Family Rooms: 0  
 Finished Rooms: 7  
 Full Baths 3  
 Full Bath Fixtures 9  
 Half Baths 0  
 Half Bath Fixtures 0  
 Kitchen Sinks 1  
 Water Heaters 1  
 Add Fixtures 1

Floor	Construction	Base	Finish
1	1/6 Masonry	1734	1734
2	Wood Frame	945	945

Features	Area
Canopy, Roof Extension	108
Patio, Concrete	324

## Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Single-Family	100	C	1971	1971	G	1.01	2679	1.03	1.816
Barn, Pole.(T3)	100	D+2	1940	1940	A	1.01	1350	1.03	1.816

## Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
7/10/2012	CLARK JAY H JR	019688	2012R0/8621	\$160,000.00
12/4/2009	SMITH BERTIE JOAN	89901		\$0.00
3/1/2009	SMITH BERTIE JOAN AND OSCAR AND BONNIE			\$0.00

## Sales Disclosures

Sale Date	Sale Price	Parcel Count	Valid
7/6/2012	\$160,000	1	Y

## Valuation

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/22/2024	4/17/2023	4/13/2022	4/12/2021	3/25/2020
Land	\$38,200	\$38,200	\$38,200	\$38,200	\$38,200
Land Res (1)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Land Non Res (2)	\$20,200	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$20,200	\$20,200	\$20,200	\$20,200
Improvement	\$187,200	\$187,200	\$169,000	\$157,200	\$128,800
Imp Res (1)	\$187,200	\$175,000	\$158,000	\$147,200	\$120,600

Assessment Year	2024	2023	2022	2021	2020
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$12,200	\$11,000	\$10,000	\$8,200
<b>Total</b>	<b>\$225,400</b>	<b>\$225,400</b>	<b>\$207,200</b>	<b>\$195,400</b>	<b>\$167,000</b>
Total Res (1)	\$205,200	\$193,000	\$176,000	\$165,200	\$138,600
Total Non Res (2)	\$20,200	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$32,400	\$31,200	\$30,200	\$28,400

**Deductions**

Year	Deduction Type	Amount
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	48,000
2023 PAYABLE 2024	Supplemental	58,000
2022 PAYABLE 2023	Mortgage	3,000
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	45,850
2021 PAYABLE 2022	Standard Deduction \ Homestead	45,000
2021 PAYABLE 2022	Supplemental	42,070
2020 PAYABLE 2021	Standard Deduction \ Homestead	45,000
2020 PAYABLE 2021	Supplemental	32,760
2019 PAYABLE 2020	Standard Deduction \ Homestead	45,000
2019 PAYABLE 2020	Supplemental	32,760
2018 PAYABLE 2019	Standard Deduction \ Homestead	45,000
2018 PAYABLE 2019	Supplemental	28,665

**Tax History**

**Detail:**

Tax Year	Type	Category	Description	Amount	Balance Due
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$838.64	\$0.00
2023 PAYABLE 2024	Special Assessment - Base Amount	SA	Spring SA Base: SW24014993	\$11.40	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$838.64	\$838.64
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$809.53	\$0.00
2022 PAYABLE 2023	Special Assessment - Base Amount	SA	Spring SA Base: SW23014909	\$11.40	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$809.53	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$842.76	\$0.00
2021 PAYABLE 2022	Special Assessment - Base Amount	SA	Spring SA Base: SW22014547	\$11.40	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$842.76	\$0.00
2020 PAYABLE 2021	Spring Tax	Tax	20/21 Spring Tax	\$749.92	\$0.00
2020 PAYABLE 2021	Special Assessment - Base Amount	SA	Spring SA Base: SW21014506	\$11.40	\$0.00
2020 PAYABLE 2021	Fall Tax	Tax	20/21 Fall Tax	\$749.92	\$0.00
2019 PAYABLE 2020	Spring Tax	Tax	19/20 Spring Tax	\$724.23	\$0.00
2019 PAYABLE 2020	Special Assessment - Base Amount	SA	Spring SA Base: SW20014482	\$11.40	\$0.00
2019 PAYABLE 2020	Fall Tax	Tax	19/20 Fall Tax	\$724.23	\$0.00
2018 PAYABLE 2019	Spring Tax	Tax	18/19 Spring Tax	\$631.70	\$0.00
2018 PAYABLE 2019	Special Assessment - Base Amount	SA	Spring SA Base: SW19042363	\$11.40	\$0.00
2018 PAYABLE 2019	Fall Tax	Tax	18/19 Fall Tax	\$631.70	\$0.00

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.

**Total:**

Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$1,688.68	\$838.64
2022 PAYABLE 2023	\$1,630.46	\$0.00
2021 PAYABLE 2022	\$1,696.92	\$0.00
2020 PAYABLE 2021	\$1,511.24	\$0.00
2019 PAYABLE 2020	\$1,459.86	\$0.00
2018 PAYABLE 2019	\$1,274.80	\$0.00

**Historic Districts**

Historical District: none  
[Click here for more information](#)

**Sketch**



**Property Record Card**

18-16-21-300-007.000-020 (PDF)

No data available for the following modules: Commercial Buildings, Payments.

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 Last Data Upload: 7/26/2024, 1:30:34 PM

Contact Us



## DELAWARE COUNTY REAL ESTATE TAX INQUIRY FOR YEAR OF "2023 PAYABLE 2024" (NOT FOR OFFICIAL USE)

Spring Tax Due Date: May 10 2024  
Fall Tax Due Date: November 12 2024

### General Information

Tax Year:	2023 PAYABLE 2024
Parcel No:	18-16-21-300-007.000-020
Tax Unit:	020 PERRY
Owner Name:	CLARK JAY H JR & MELISSA A CLARK
Property Address:	12440 S CR 500E SELMA 47383
Mailing Address:	12440 S COUNTY ROAD 500 E SELMA IN 47383

### Legal Description

Legal Description:	E HLF PART NW QTR SW QTR S21 T19 R11 6.970 AC
Legal Str:	211911
Legal Sub:	
Legal Plat:	
Legal Block:	
Legal Section:	21
Legal Lot No:	
Lots:	
Acreage:	6.970000
Transfer Date:	
State Usage Code:	511 - RESIDENTIAL
Book:	
Page:	

### Assessed Value

R Land:	18000
NR Land:	20200
R Improvements:	175000
NR Improvements:	12200
Total Assessment:	225400

### Exemptions and Values

Homestead:	48000
Over 65:	0
Mortgage:	0
Supplemental:	58000
Blind/Disability:	0
Rehabilitation:	0
Veteran:	0
Abatement:	0
Non-Profit:	0
Fertilizer:	0
Heritage Barn:	0

### Current Year Spring Charges

Half Year Net Tax:	838.64
Storm Water Charge:	11.4
Ditch Charge:	0
Statement Fee:	0
Net This Installment:	850.04

### SPRING DETAILS

Spring Taxes:	0
Delq Taxes:	0
Delq Penalty:	0
Storm Water:	0
Delq Storm Water:	0
Delq Penalty:	0
Spring Ditches:	0
Delq Ditches:	0
Delq Penalty:	0
Spring Statement Fee:	0
Delq Statement Fee:	0
Delq Fee Penalty:	0
Spring Reconstructions:	0
Delq Reconstructions:	0
Delq Penalty:	0

Spring Sewages:	0
Delq Sewage:	0
Delq Penalty:	0
Spring Weed Cuts:	0
Delq Weed Cuts:	0
Delq Penalty:	0
Spring Mowing:	0
Delq Mowing:	0
Delq Penalty:	0
Spring Barrett:	0
Delq Barrett:	0
Delq Penalty:	0
Spring Civil Penalty:	0
Delq Civil Penalty:	0
Delq Penalty:	0
Spring Ineligible Homestead Deduction:	0
Delq Ineligible:	0
Delq Penalty:	0

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**Spring Due:** 0

**Current Year Fall Charges**

Half Year Net Tax:	838.64
Storm Water Charge:	0
Ditch Charge:	0
Tax Sale:	0
Net This Installment:	838.64

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**FALL DETAILS**

Fall Taxes:	838.64
Delq Taxes:	0
Delq Penalty:	0
Storm Water:	0
Delq Storm Water:	0
Delq Penalty:	0
Fall Ditches:	0
Delq Ditches:	0
Delq Penalty:	0
Tax Sale Fee:	0
Tax Sale Cost:	0
Delq Tax Sale Fees:	0
Fall Reconstructions:	0
Delq Reconstructions:	0
Delq Penalty:	0
Fall Sewages:	0
Delq Sewage:	0
Delq Penalty:	0
Fall Weed Cuts:	0
Delq Weed Cuts:	0
Delq Penalty:	0
Fall Mowing:	0
Delq Mowing:	0
Delq Penalty:	0
Fall Barrett:	0
Delq Barrett:	0
Delq Penalty:	0
Fall Civil Penalty:	0
Delq Civil Penalty:	0
Delq Penalty:	0
Fall Ineligible Homestead Deduction:	0
Delq Ineligible:	0
Delq Penalty:	0

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**Fall Due:** 838.64

**(NOT FOR OFFICIAL USE)**

1039

Young's Title

LP



\*2012R08621\*

2012R08621

JANE LASATER  
DELAWARE COUNTY RECORDER  
RECORDED ON  
07/10/2012 01:28:17PM  
REC FEE: 18.00  
PAGES: 2

WARRANTY DEED

THIS INDENTURE WITNESSETH, that

Bertie Joan Shively f/k/a Bertie Joan Smith and Oscar Shively, Joint Tenants with Full Right of Survivorship  
of Henry County, in the State of Indiana,

Convey and Warrant to

Jay H. Clark Jr and Melissa A. Clark, Husband and Wife

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

See Attached Exhibit A

Tax Duplicate No. 181621300007000020

SUBJECT TO TAXES DUE AND PAYABLE Prorated to Day of Closing

Property Address: 12440 S County Road 500 E., Selma, Indiana 47383

GRANTEES MAILING ADDRESS: Jay H. Clark Jr and Melissa A. Clark  
12440 S. C.R. 500 E  
Selma, In 47383

Subject to easements, restrictions, and rights of way of record.

In Witness whereof the said Bertie Joan Shively f/k/a Bertie Joan Smith and Oscar Shively, Joint Tenants with Full Right of Survivorship have hereunto executed the foregoing deed on this 6th day of July, 2012.

Bertie Joan Shively Bertie Joan Shively f/k/a Bertie Joan Smith  
Oscar Shively Oscar Shively

State of Indiana  
County of Delaware SS:

Before me, the undersigned, a Notary Public in and for said County, on this 6th day of July, 2012, came Bertie Joan Shively f/k/a Bertie Joan Smith and Oscar Shively, Joint Tenants with Full Right of Survivorship and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Lisa L. Mann (Seal)  
Notary Public

My commission expires:

Resident of:

This instrument prepared by: James R. Wesley Attorney at Law



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 Lisa L. Mann

Y-201204-192

Duly Entered for Taxation  
Transfer Fees \$ 5.00

JUL 10 2012

Judy Hunt  
DELAWARE CO. AUDITOR

**EXHIBIT A**

Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East, Perry Township, Delaware County, State of Indiana, described as follows: Beginning at an iron rebar stake on the West line of said quarter quarter section and within Delaware County Road No. 500 East that is North 00 degrees 51 minutes 00 seconds West (assumed bearing) 209.00 feet from a P-K Nail found at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East; thence along said West line and along said road North 00 degrees 51 minutes 00 seconds West 150.00 feet to a P-K Nail found; thence North 89 degrees 56 minutes 14 seconds East, passing through an iron rebar stake at 20.25 feet, a total distance of 458.86 feet to an iron rebar stake at the South edge of a wood fence corner post; thence South 00 degrees 51 minutes 00 seconds East 66.46 feet to an iron rebar stake; thence along an existing woven wire farm fence North 89 degrees 45 minutes 20 seconds East 798.63 feet to the North edge of a wood fence corner post; thence South 00 degrees 48 minutes 18 seconds East 302.24 feet to a wood fence corner post on the South line of said quarter quarter section that is North 89 degrees 44 minutes 10 seconds West 66.5 feet from the Southeast corner of the Northwest Quarter of said Southwest Quarter of Section 21; thence along said South line North 89 degrees 44 minutes 10 seconds West 798.50 feet to a point; thence North 00 degrees 51 minutes 00 seconds West, passing through a wood fence corner post at 2.62 feet, a total distance of 211.62 feet to a point that is South 89 degrees 56 minutes 14 seconds West 0.88 feet from an iron rod stake found; thence South 89 degrees 56 minutes 14 seconds West 458.86 feet to the point of beginning, containing 7.055 acres. Subject to all legal highways, easements, zoning regulations, and any other legal restrictions of record.



Thrive FCU  
69

**2020R10457**  
**MELANIE MARSHALL**  
**DELAWARE COUNTY RECOR**  
**RECORDED ON**  
**08/17/2020 01:29 PM**  
**REC FEE 55.00**  
**PAGES: 8**  
**RECORDED AS PRESENTED**

[Space Above This Line For Recording Data]

# MORTGAGE

(OPEN-END CREDIT - THIS MORTGAGE SECURES FUTURE ADVANCES)

THIS MORTGAGE ("Security Instrument") is given on 08/07/20  
The mortgagor is JAY H CLARK JR. AND MELISSA A CLARK

("Borrower").

This Security Instrument is given to Thrive Credit Union  
which is organized and existing under the laws of Indiana  
and whose address is 4501 S DELAWARE, MUNCIE, IN 47302  
Borrower has entered into a Credit Line Account Agreement

("Lender").

("Agreement") with Lender as of the 07 August 2020 under the terms of which Borrower may  
from time to time, obtain advances not to exceed, at any time, an amount equal to the Maximum Credit  
Limit (as defined therein) of

twenty-five thousand and xx / 100  
Dollars (U.S. \$ 25,000.00 ) ("Maximum Credit Limit"). This Agreement provides for monthly  
payments, with the full debt, if not paid earlier, due and payable on 08/28/2025

This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with  
interest, including future advances and all renewals, extensions and modifications of the Agreement; (b)  
the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in DELAWARE County, Indiana:

SEE ATTACHED EXHIBIT A

(page 1 of 6)



which has the address of 12440 S CR 500 E SELMA  
 Indiana 47383 ("Property Address"); [City]  
 [Zip Code]

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

BORROWER CONVENTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; and Late Charges or Other Fees and Charges.** Borrower shall promptly pay when due the principal of, and interest on, the debt owed under the Agreement and any late charges or any other fees and charges due under the Agreement.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**3. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and

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proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the rate chargeable for advances under the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**7. Condemnation.** The proceeds of any award or claim 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 hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement.

**8. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not personally liable under the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

**10. Loan Charges.** If the loan secured by this Security Instrument 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 Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

**11. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**12. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

**13. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

**14. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 Agreement 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 14.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The

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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.

Borrower shall promptly give Lender 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 16, "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 paragraph 16, "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.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**18. Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, 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.

**19. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal. BY SIGNING BELOW, Borrower accepts agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

\_\_\_\_\_  
JAY H. CLARK, JR. (Seal)  
-Borrower

\_\_\_\_\_  
MELISSA A. CLARK (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF INDIANA<sup>Delaware</sup> County ss: \_\_\_\_\_  
On this 07 day of August, 2020, before me,  
the undersigned,  
a Notary Public and for said County, personally appeared

JAY H. CLARK

MELISSA A. CLARK  
, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires: 06/06/2023

Nicole M Prose

Nicole M Prose



Notary Public

County of Residence:

This instrument was prepared by: Nicole M Prose

Individual Loan Originator Name & NMLS ID Number: 1825822

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.

Nicole M Prose

Nicole M Prose

Printed Name

**EXHIBIT "A"  
LEGAL DESCRIPTION**

Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East, Perry Township, Delaware County, State of Indiana, described as follows: Beginning at an iron rebar stake on the West line of said Quarter Quarter Section and and within Delaware County Road No. 500 East that is North 00 degrees 51 minutes 00 seconds West (assumed bearing) 209.00 feet from a P-K Nail found at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East; thence along said West line and along said North 00 degrees 51 minutes 00 seconds West 150.00 feet to a P-K nail found; thence North 89 degrees 56 minutes 14 seconds East, passing through an iron rebar stake at 20.25 feet, a total distance of 458.86 feet to an iron rebar stake at the South edge of a wood fence corner post; thence South 00 degrees 51 minutes 00 seconds East 66.46 feet to an iron rebar stake; thence along an existing woven wire farm fence North 89 degrees 45 minutes 20 seconds East 798.63 feet to the North edge of a wood fence corner post; thence South 00 degrees 48 minutes 18 seconds East 302.24 feet to a wood fence corner post on the South line of said Quarter Quarter Section that is North 89 degrees 44 minutes 10 seconds West 66.5 feet from the Southeast corner of the Northwest Quarter of said Southwest Quarter of Section 21; thence along said South line North 89 degrees 44 minutes 10 seconds West 798.50 feet to a point; thence North 00 degrees 51 minutes 00 seconds West, passing through a wood fence corner post as 2.62 feet; a total distance of 211.62 feet to a point that is South 89 degrees 56 minutes 14 seconds West 0.88 feet from an iron rod stake found; thence South 89 degrees 56 minutes 14 seconds West 458.86 feet to the point of beginning, containing 7.055 acres; CV

CERTIFICATE OF PROOF

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

Ashley Slaven  
Witness Signature

Ashley Slaven  
Witness Name Printed

STATE OF INDIANA  
COUNTY OF Indiana



Before me, a Notary Public in and for Delaware County, and State, on the 7 day of August, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Jay H Clark Jr. and Melissa A. Clark to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said him/her/them execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

My Commission Expires: 6-6-2023

Nicole M Prose  
Notary Public -

Residing in Delaware County



**2021R18589**  
**MELANIE MARSHALL**  
**DELAWARE COUNTY RECORDER**  
**RECORDED ON**  
**11/02/2021 01:28 PM**  
**REC FEE 55.00**  
**PAGES: 16**  
**RECORDED AS PRESENTED**

After Recording Return To:  
**Freedom Mortgage Corporation**  
**ATTN: Final Documents**  
**P.O. Box 8001**  
**Fishers, IN 46038-8001**  
**(800) 220-3333**

192 9227

[Space Above This Line For Recording Data]

**MORTGAGE**

**CLARK**  
Loan #: 0136921046  
MIN: 1000730-0136921046-1  
MERS Phone: 1-888-679-6377  
PIN: 181621300007000020  
Case #: 26-26-6-0827627

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

**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 **October 25, 2021**, together with all Riders to this document.

(B) "**Borrower**" is **Jay H. Clark, Jr. and Melissa A. Clark, husband and wife, joint tenants with full right of survivorship**. 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 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

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(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 951 Yamato Road, Suite 175, Boca Raton, FL 33431.

(E) "Note" means the promissory note signed by Borrower and dated October 25, 2021. The Note states that Borrower owes Lender One Hundred Forty-Eight Thousand Five Hundred Fifty And 00/100 Dollars (U.S. \$148,550.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2047.

(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"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Other(s) [specify]             |   |
| <input checked="" type="checkbox"/> VA Rider   |   |   |

(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. §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 Delaware:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

which currently has the address of 12440 S County Rd 500 E, Selma, Indiana 47383 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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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)

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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

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(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



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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 an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions

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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.

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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



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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

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Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

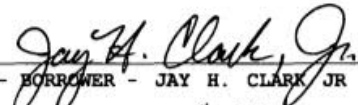

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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

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

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 - JAY H. CLARK, JR.  
  
 - BORROWER - MELISSA A. CLARK

0136921046

[Space Below This Line For Acknowledgment]

STATE OF Indiana  
COUNTY OF Delaware

Before me, a notary public, this 25<sup>th</sup> day of October, 2021, Jay H. Clark, Jr. and Melissa A. Clark, husband and wife, joint tenants with full right of survivorship acknowledged the execution of this instrument.



T.A. Jackson  
Notary Public

Commissioned in Delaware County

My Commission Expires: 9-23-2028

Individual Loan Originator: **William Hassan, NMLSR ID: 1866128**  
Loan Originator Organization: **Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation, NMLSR ID: 2767**

0136921046

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.

Declarant: **Jeremy Friedman**

This instrument was prepared by:  
**Jeremy Friedman**  
**Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation**  
**907 Pleasant Valley Av Ste 3**  
**Mount Laurel, NJ 08054**  
**(800) 220-3333**

**V.A. 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.**

**CLARK**

Loan #: 0136921046

MIN: 1000730-0136921046-1

Case #: 26-26-6-0827627

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **25<sup>th</sup>** day of **October, 2021**, 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 **12440 S County Rd 500 E, Selma, IN 47383** (Property Address).

**V.A. GUARANTEED LOAN COVENANT:** In addition to the covenants and agreements made

**VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER**

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0136921046

in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding **Four** percent (**4.000%**) 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.

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

**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 38 U.S.C. 3714.

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

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of one percent 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 VA. 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 and transfer 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 VA for a loan to which 38 U.S.C. 3714 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

**VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER**

53.42

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0136921046

instruments creating and securing the loan. The assumer further agrees to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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

*Jay H. Clark Jr.*  
\_\_\_\_\_  
- BORROWER - JAY H. CLARK JR

*Melissa A Clark*  
\_\_\_\_\_  
- BORROWER - MELISSA A. CLARK

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER  
53.42 Page 3 of 3

**Exhibit A**  
**Legal Description**

Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East, Perry Township, Delaware County, State of Indiana, described as follows: Beginning at an iron rebar stake on the West line of said quarter quarter section and within Delaware County Road No. 500 East that is North 00 degrees 51 minutes 00 seconds West (assumed bearing) 209.00 feet from a P-K Nail found at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East; thence along said West line and along said road North 00 degrees 51 minutes 00 seconds West 150.00 feet to a P-K Nail found; thence North 89 degrees 56 minutes 14 seconds East, passing through an iron rebar stake at 20.25 feet, a total distance of 458.86 feet to an iron rebar stake at the South edge of a wood fence corner post; thence South 00 degrees 51 minutes 00 seconds East 66.46 feet to an iron rebar stake; thence along an existing woven wire farm fence North 89 degrees 45 minutes 20 seconds East 798.63 feet to the North edge of a wood fence corner post; thence South 00 degrees 48 minutes 18 seconds East 302.24 feet to a wood fence corner post on the South line of said quarter quarter section that is North 89 degrees 44 minutes 10 seconds West 66.5 feet from the Southeast corner of the Northwest Quarter of said Southwest Quarter of Section 21; thence along said South line North 89 degrees 44 minutes 10 seconds West 798.50 feet to a point; thence North 00 degrees 51 minutes 00 seconds West, passing through a wood fence corner post at 2.62 feet, a total distance of 211.62 feet to a point that is South 89 degrees 56 minutes 14 seconds West 0.88 feet from an iron rod stake found; thence South 89 degrees 56 minutes 14 seconds West 458.86 feet to the point of beginning, containing 7.055 acres. Subject to all legal highways, easements, zoning regulations, and any other legal restrictions of record.

Being the same property as conveyed from Bertie Joan Shively f/k/a Bertie Joan Smith and Oscar Shively, joint tenants with full right of survivorship to Jay H. Clark, Jr. and Melissa A. Clark, husband and wife, joint tenants with full right of survivorship as set forth in Deed Instrument #2012R08621 dated 07/06/2012, recorded 07/10/2012, DELAWARE County, INDIANA.

Parcel ID: 18 16 21 300 007.000-020



**2021R18590**  
**MELANIE MARSHALL**  
**DELAWARE COUNTY RECOR**  
**RECORDED ON**  
**11/02/2021 01:28 PM**  
**REC FEE 25.00**  
**PAGES: 2**  
**RECORDED AS PRESENTED**



**SUBORDINATION AGREEMENT**

Whereas, Jay H. Clark and Melissa A. Clark, husband and wife, are the owner(s) of the real estate situated in Delaware County, Indiana more particularly described as follows:

12440 S. County Road 500 E, Selma, Indiana 47383

And whereas, Freedom Mortgage Corporation holds a first mortgage on said real estate;


And whereas, Thrive FCU holds a HELOC on said real estate, executed by Jay H. Clark and Melissa A. Clark, husband and wife, in the original limit of \$25,000.00 and a current balance of \$24,613.23 which said mortgage is dated August 7, 2020 and recorded August 17, 2020 in Mortgage Record 2020R10457 of the records of Delaware County, Indiana;

And Whereas, Jay H. Clark and Melissa A. Clark desire to refinance their first mortgage with Freedom Mortgage Corporation and Thrive FCU has agreed to permit such refinancing and is agreeable to maintaining its present position as second mortgagee;

Now, therefore, in consideration of the premises and other good and valuable consideration, Thrive FCU does hereby subordinate the lien of its above described mortgage executed by Jay H. Clark and Melissa A. Clark to Freedom Home Mortgage.

IN WITNESS WHEREOF, Thrive FCU, by Gary K. Icenogle, its VP of Lending and Operations, has executed this Subordination Agreement, this 30th day of September, 2021.

Thrive Federal Credit Union

By:   
\_\_\_\_\_  
Gary K. Icenogle  
VP of Lending and Operations

State of Indiana, County of Delaware, SS:

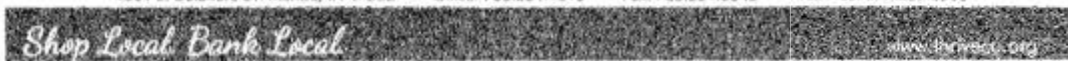
Before me, a Notary Public in and for said County and State, personally appeared Gary K. Icenogle as VP of Lending and Operations of Thrive FCU and acknowledged the execution of said Subordination Agreement for and on behalf of said Credit Union, this 30th day of September, 2021.



  
\_\_\_\_\_  
Notary Public

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 (Gary K. Icenogle, VP of Lending and Operations)

This instrument prepared by: Gary K. Icenogle, VP of Lending and Operations, Thrive FCU  
4501 S. Delaware Dr. Muncie, IN 47302 • Office: 765.284.1015 • Fax: 765.284.2542 • Toll Free: 877.539.8505



**Exhibit A**  
**Legal Description**

Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East, Perry Township, Delaware County, State of Indiana, described as follows: Beginning at an iron rebar stake on the West line of said quarter quarter section and within Delaware County Road No. 500 East that is North 00 degrees 51 minutes 00 seconds West (assumed bearing) 209.00 feet from a P-K Nail found at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 19 North, Range 11 East; thence along said West line and along said road North 00 degrees 51 minutes 00 seconds West 150.00 feet to a P-K Nail found; thence North 89 degrees 56 minutes 14 seconds East, passing through an iron rebar stake at 20.25 feet, a total distance of 458.86 feet to an iron rebar stake at the South edge of a wood fence corner post; thence South 00 degrees 51 minutes 00 seconds East 66.46 feet to an iron rebar stake; thence along an existing woven wire farm fence North 89 degrees 45 minutes 20 seconds East 798.63 feet to the North edge of a wood fence corner post; thence South 00 degrees 48 minutes 18 seconds East 302.24 feet to a wood fence corner post on the South line of said quarter quarter section that is North 89 degrees 44 minutes 10 seconds West 66.5 feet from the Southeast corner of the Northwest Quarter of said Southwest Quarter of Section 21; thence along said South line North 89 degrees 44 minutes 10 seconds West 798.50 feet to a point; thence North 00 degrees 51 minutes 00 seconds West, passing through a wood fence corner post at 2.62 feet, a total distance of 211.62 feet to a point that is South 89 degrees 56 minutes 14 seconds West 0.88 feet from an iron rod stake found; thence South 89 degrees 56 minutes 14 seconds West 458.86 feet to the point of beginning, containing 7.055 acres. Subject to all legal highways, easements, zoning regulations, and any other legal restrictions of record.

Being the same property as conveyed from Bertie Joan Shively f/k/a Bertie Joan Smith and Oscar Shively, joint tenants with full right of survivorship to Jay H. Clark, Jr. and Melissa A. Clark, husband and wife, joint tenants with full right of survivorship as set forth in Deed Instrument #2012R08621 dated 07/06/2012, recorded 07/10/2012, DELAWARE County, INDIANA.

Parcel ID: 18 16 21 300 007.000-020

RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
11/09/2021	11/04/2021	2021R18915	RELEASE	CLARK JAY H JR		GRANTEE
11/02/2021	09/30/2021	2021R18590	MORTGAGE...	CLARK JAY H		GRANTOR
11/02/2021	10/25/2021	2021R18589	MORTGAGE	CLARK JAY H JR		GRANTOR
11/25/2020	11/23/2020	2020R16400	RELEASE	CLARK JAY H JR		GRANTEE
11/19/2020	10/16/2020	2020R16095	MORTGAGE...	CLARK JAY H		GRANTOR
11/19/2020	11/09/2020	2020R16094	MORTGAGE	CLARK JAY H JR		GRANTOR
08/28/2020	08/05/2020	2020R11304	RELEASE	CLARK JAY H JR		GRANTEE
08/17/2020	08/07/2020	2020R10457	MORTGAGE	CLARK JAY H JR		GRANTOR
06/26/2020	06/24/2020	2020R07650	RELEASE	CLARK JAY H JR		GRANTEE
06/04/2020	05/29/2020	2020R06611	DEED	CLARK JAY H JR		GRANTOR
11/14/2019	11/12/2019	2019R15189	RELEASE	CLARK JAY H JR		GRANTEE
11/07/2019	10/29/2019	2019R14885	MORTGAGE	CLARK JAY H JR		GRANTOR
06/23/2017	06/05/2017	2017R08013	MORTGAGE	CLARK JAY H JR		GRANTOR
06/15/2017	06/14/2017	2017R07596	RELEASE	CLARK JAY H JR		GRANTEE
03/17/2017	03/08/2017	2017R03327	RELEASE	CLARK JAY H JR		GRANTEE





RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
03/08/2017	02/28/2017	2017R02954	MORTGAGE	CLARK JAY H JR		GRANTOR
02/19/2013	01/28/2013	2013R02608	RELEASE	CLARK JAY H JR		GRANTEE
12/14/2012	09/04/2012	2012R16595	MORTGAGE	CLARK JAY H JR		GRANTOR
07/10/2012	07/06/2012	2012R08622	MORTGAGE	CLARK JAY H JR		GRANTOR
07/10/2012	07/06/2012	2012R08621	DEED	CLARK JAY H JR		GRANTEE
07/11/2008	07/10/2008	2008R15429	HOSPITAL...	CLARK JAY H		GRANTOR
04/12/2005	03/17/2005	2005R08147	MORTGAGE	CLARK JAY H JR		GRANTOR
02/01/2005	01/25/2005	2005R02016	RELEASE	CLARK JAY H		GRANTEE
01/21/2005	01/07/2005	2005R01491	MORTGAGE	CLARK JAY H JR		GRANTOR
01/21/2005	01/14/2005	2005R01418	MORTGAGE	CLARK JAY H JR		GRANTOR
11/22/2002	10/25/2002	2002R31068	RELEASE	CLARK JAY L JR		GRANTEE
10/17/2002	10/02/2002	2002R27230	MORTGAGE	CLARK JAY H JR		GRANTOR
03/30/2000	11/11/1999	2000R07448	ASSIGN	CLARK JAY H JR		GRANTOR
09/04/1996	08/14/1996	1996R15367	ASSIGN	CLARK JAY H JR		GRANTEE
04/23/1996	04/19/1996	1996R05857	MORTGAGE	CLARK JAY H JR		GRANTOR



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
04/23/1996	04/19/1996	1996R05856	DEED	CLARK JAY H JR		GRANTEE
04/03/1981	03/25/1981	1981R02064	LAND CON...	CLARK JAY H		GRANTEE





RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
02/28/2022	02/08/2022	2022R03092	DEED	CLARK MELISSA K		GRANTEE
02/28/2022	02/08/2022	2022R03092	DEED	CLARK MELISSA K		GRANTOR
01/03/2022	12/29/2021	2022R00036	DEED	CLARK MELISSA K		GRANTOR
01/03/2022	12/23/2021	2022R00035	POWER OF...	CLARK MELISSA K		GRANTEE
01/03/2022	12/29/2021	2022R00034	TRANSFER...	CLARK MELISSA K		GRANTEE
11/09/2021	11/04/2021	2021R18915	RELEASE	CLARK MELISSA A		GRANTEE
11/02/2021	09/30/2021	2021R18590	MORTGAGE...	CLARK MELISSA A		GRANTOR
11/02/2021	10/25/2021	2021R18589	MORTGAGE	CLARK MELISSA A		GRANTOR
11/25/2020	11/23/2020	2020R16400	RELEASE	CLARK MELISSA A		GRANTEE
11/19/2020	10/16/2020	2020R16095	MORTGAGE...	CLARK MELISSA A		GRANTOR
11/19/2020	11/09/2020	2020R16094	MORTGAGE	CLARK MELISSA A		GRANTOR
08/28/2020	08/05/2020	2020R11304	RELEASE	CLARK MELISSA A		GRANTEE
08/17/2020	08/07/2020	2020R10457	MORTGAGE	CLARK MELISSA A		GRANTOR
07/06/2020	07/03/2020	2020R08029	RELEASE	CLARK MELISSA K		GRANTEE
07/02/2020	07/01/2020	2020R07980	RELEASE	CLARK MELISSA K		GRANTEE





RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
06/26/2020	06/24/2020	2020R07650	RELEASE	CLARK MELISSA A		GRANTEE
06/17/2020	06/05/2020	2020R07193	MORTGAGE	CLARK MELISSA K		GRANTOR
06/04/2020	05/29/2020	2020R06611	DEED	CLARK MELISSA A		GRANTOR
11/14/2019	11/12/2019	2019R15189	RELEASE	CLARK MELISSA A		GRANTEE
11/07/2019	10/29/2019	2019R14885	MORTGAGE	CLARK MELISSA A		GRANTOR
06/23/2017	06/05/2017	2017R08013	MORTGAGE	CLARK MELISSA A		GRANTOR
06/15/2017	06/14/2017	2017R07596	RELEASE	CLARK MELISSA A		GRANTEE
03/17/2017	03/08/2017	2017R03327	RELEASE	CLARK MELISSA A		GRANTEE
03/08/2017	02/28/2017	2017R02954	MORTGAGE	CLARK MELISSA A		GRANTOR
02/19/2013	01/28/2013	2013R02608	RELEASE	CLARK MELISSA A		GRANTEE
12/14/2012	09/04/2012	2012R16595	MORTGAGE	CLARK MELISSA A		GRANTOR
10/29/2012	10/19/2012	2012R14164	RELEASE	CLARK MELISSA K		GRANTEE
10/18/2012	07/17/2012	2012R13622	MORTGAGE...	CLARK MELISSA K		GRANTOR
10/18/2012	09/22/2012	2012R13621	MORTGAGE	CLARK MELISSA K		GRANTOR
07/10/2012	07/06/2012	2012R08622	MORTGAGE	CLARK MELISSA A		GRANTOR





RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
07/10/2012	07/06/2012	2012R08621	DEED	CLARK MELISSA A		GRANTEE
11/10/2005	10/22/2005	2005R23538	MORTGAGE	CLARK MELISSA K		GRANTOR
04/12/2005	03/17/2005	2005R08147	MORTGAGE	CLARK MELISSA A		GRANTOR
02/01/2005	01/25/2005	2005R02016	RELEASE	CLARK MELISSA A		GRANTEE
01/21/2005	01/07/2005	2005R01491	MORTGAGE	CLARK MELISSA A		GRANTOR
01/21/2005	01/14/2005	2005R01418	MORTGAGE	CLARK MELISSA A		GRANTOR
10/27/2004	06/11/2004	2004R26324	RELEASE	CLARK MELISSA K		GRANTEE
07/02/2004	06/18/2004	2004R15895	RELEASE	CLARK MELISSA K		GRANTEE
06/15/2004	06/11/2004	2004R14550	MORTGAGE	CLARK MELISSA K		GRANTOR
06/15/2004	06/11/2004	2004R14549	DEED	CLARK MELISSA K		GRANTEE
06/11/2004	06/10/2004	2004R14312	DEED	CLARK MELISSA K		GRANTOR
11/22/2002	10/25/2002	2002R31068	RELEASE	CLARK MELISSA A		GRANTEE
10/17/2002	10/02/2002	2002R27230	MORTGAGE	CLARK MELISSA A		GRANTOR
01/28/2002	05/15/2001	2002R02472	ASSIGN	CLARK MELISSA K		GRANTOR
03/30/2000	11/11/1999	2000R07448	ASSIGN	CLARK MELISSA A		GRANTOR





RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
10/04/1999	09/28/1999	1999R23595	MORTGAGE	CLARK MELISSA K		GRANTOR
09/04/1996	08/14/1996	1996R15367	ASSIGN	CLARK MELISSA A		GRANTEE
04/23/1996	04/19/1996	1996R05857	MORTGAGE	CLARK MELISSA A		GRANTOR
04/23/1996	04/19/1996	1996R05856	DEED	CLARK MELISSA A		GRANTEE
03/01/1996	02/29/1996	1996R02879	ASSIGN	CLARK MELISSA K		GRANTEE
03/01/1996	02/29/1996	1996R02878	MORTGAGE	CLARK MELISSA K		GRANTOR
03/01/1996	02/29/1996	1996R02877	DEED	CLARK MELISSA K		GRANTEE

