



**LIEN SEARCH**  
Product Cover Sheet

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-FBR-00903	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	BRADLEY S WALTON		
PROPERTY ADDRESS:	2450 MINNEMAN ROAD		
CITY, STATE AND COUNTY:	RICHMOND, INDIANA (IN) AND WAYNE		

**SEARCH INFORMATION**

SEARCH DATE:	09/25/2024	EFFECTIVE DATE:	09/20/2024
NAME(S) SEARCHED:	BRADLEY WALTON, BRAD WALTON AND KIMBERLY WALTON		
ADDRESS/PARCEL SEARCHED:	2450 MINNEMAN ROAD, RICHMOND, IN 47374 / 89-18-14-000-213.000-028		

**ASSESSMENT INFORMATION**

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

**CURRENT OWNER VESTING**

BRADLEY SCOTT WALTON, AN ADULT	
COMMENTS:	

**VESTING DEED**

DEED TYPE:	QUIT-CLAIM DEED	GRANTOR:	BRAD WALTON AND KIMBERLY WALTON, TENANTS IN COMMON
DATED DATE:	07/01/2021	GRANTEE:	BRADLEY SCOTT WALTON, AN ADULT
BOOK/PAGE:	N/A	RECORDED DATE:	07/07/2021
INSTRUMENT NO:	2021006804		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2023 (SPRING)	TAX YEAR:	2023 (FALL)
TAX AMOUNT:	\$808.99	TAX AMOUNT:	\$808.99
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	INDIANA HOME EQUITY LINE OF CREDIT MORTGAGE	AMOUNT:	\$50,000.00
DATED DATE:	07/09/2014	RECORDED DATE	07/17/2014
INSTRUMENT NO:	2014005022	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	BRAD WALTON AND KIMBERLY WALTON, AKA BRADLEY S. WALTON AND KIMBERLY A. WALTON		
LENDER:	PERFECT CIRCLE CREDIT UNION		
TRUSTEE:	N/A		

COMMENTS:			
SECURITY INSTRUMENT			
DOC NAME	MORTGAGE	AMOUNT:	\$213,600.00
DATED DATE:	07/01/2021	RECORDED DATE	07/07/2021
INSTRUMENT NO:	2021006805	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	BRADLEY SCOTT WALTON, AN ADULT		
LENDER:	FIRST BANK RICHMOND		
TRUSTEE:	N/A		
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	WAYNE TOWNSHIP		
ADDITIONAL NOTES			
WARRANTY DEED RECORDED ON 02/27/2014 IN INSTRUMENT NO. 2014001334.			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN WAYNE COUNTY, STATE OF INDIANA, TO WIT:</p> <p>BEING PART OF THE NORTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP THIRTEEN (13) NORTH, RANGE ONE (1) WEST IN WAYNE TOWNSHIP WAYNE COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT A POINT IN THE EAST RIGHT OF WAY OF MINNEMAN ROAD SAID POINT BEING 330 FEET WEST, ALONG THE SOUTH LINE OF SAID QUARTER, AND 1313.03 FEET NORTH, ALONG SAID RIGHT OF WAY, FROM THE SOUTHEAST CORNER OF SAID QUARTER, AND RUNNING THENCE NORTH 89 DEGREES AND 53 MINUTES WEST 435.6 FEET; THENCE NORTH 200 FEET; THENCE SOUTH 89 DEGREES AND 53 MINUTES EAST 435.60 FEET TO SAID RIGHT OF WAY; THENCE SOUTH, ALONG SAID RIGHT OF WAY, 200 FEET TO THE PLACE OF BEGINNING, CONTAINING AND AREA OF 2.00 ACRES.</p>			

Wayne County, IN

Property Tax Exemption

Apply for Property Tax Exemption

Summary

Tax ID015-01507-00

State Parcel ID89-18-14-000-213.000-028

Map #50-14-000-213.000-15

Property Address2450 MINNEMAN RD  
RICHMOND

Sec/Twp/Rngn/a

Tax SetWAYNE TWP

Subdivisionn/a

Brief Tax DescriptionPT NE SEC 14-13-1 2.00A  
(Note: Not to be used on legal documents)

Book/Page3/1/04\*12/5/06\*7/31/2007\*WD: 2014001334\*7/07/2021QCD2021006804

Acres2.000

Class511 RES ONE FAMILY UNPLAT 0-9.99-511

Eagle View

INFRAME Street View

Plat Map

Web Soil Survey

Owners

Deeded Owner  
WALTON, BRADLEY SCOTT  
2450 MINNEMAN RD  
RICHMOND, IN 47374

Homestead Verification

Homestead Deduction has been VERIFIED

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
RESIDENTIAL EXCESS ACREAGE		0	0	0.890000	\$5,700.00	\$5,700.00	\$5,073.00	0%	\$5,070.00
HOMESITE		0	0	1.000000	\$25,100.00	\$25,100.00	\$25,100.00	0%	\$25,100.00
PUBLIC ROAD/ROW	GE	0	0	0.110000	\$2,280.00	\$2,326.00	\$255.86	(100%)	\$0.00

Residential Dwellings

DescriptionResidential Dwelling

Story Height2

Style

Finished Area2556

# Fireplaces0

Heat TypeCentral Warm Air

Air Cond0

Bedrooms3

Living Rooms:1

Dining Rooms:1

Family Rooms:1

Finished Rooms:8

Full Baths2

Full Bath Fixtures6

Half Baths0

Half Bath Fixtures0

Kitchen Sinks1

Water Heaters1

Add Fixtures0

Floor	Construction	Base	Finish
1	3/6 Masonry	1717	1717
2	Stucco	839	839
Crawl		902	0
Slab		815	0

Features	Area
Canopy, Roof Extension	279
Patio, Brick	315
Patio, Concrete	340
Patio, Concrete	279
Wood Deck	50

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Residential Dwelling	100	C+1	1987	1987	A	1.01	2556	1.37	0
HVAC - Geothermal (R)	100	C	1987	1987	A	1.01	0	1.37	0

Valuation

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/17/2024	4/20/2023	4/22/2022	4/16/2021	1/1/2020
Land	\$30,200	\$26,500	\$26,500	\$26,500	\$26,500
Land Res (1)	\$25,100	\$22,000	\$22,000	\$22,000	\$22,000
Land Non Res (2)	\$5,100	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$4,500	\$4,500	\$4,500	\$4,500
Improvement	\$188,900	\$168,200	\$169,100	\$156,500	\$156,700
Imp Res (1)	\$188,900	\$168,200	\$169,100	\$156,500	\$156,700
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$219,100	\$194,700	\$195,600	\$183,000	\$183,200
Total Res (1)	\$214,000	\$190,200	\$191,100	\$178,500	\$178,700
Total Non Res (2)	\$5,100	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$4,500	\$4,500	\$4,500	\$4,500

Deductions

Year	Deduction Type	Amount
2023 PAYABLE 2024	Geothermal	21,700
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	48,000
2023 PAYABLE 2024	Supplemental	56,880
2022 PAYABLE 2023	Geothermal	21,700
2022 PAYABLE 2023	Mortgage	3,000
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	51,135
2021 PAYABLE 2022	Geothermal	21,700
2021 PAYABLE 2022	Mortgage	3,000
2021 PAYABLE 2022	Standard Deduction \ Homestead	45,000
2021 PAYABLE 2022	Supplemental	46,725
2020 PAYABLE 2021	Geothermal	21,700
2020 PAYABLE 2021	Mortgage	3,000
2020 PAYABLE 2021	Standard Deduction \ Homestead	45,000
2020 PAYABLE 2021	Supplemental	46,795
2019 PAYABLE 2020	Mortgage	3,000
2019 PAYABLE 2020	Solar Energy/Wind, Geothermal or Hydroelectric	21,700
2019 PAYABLE 2020	Standard Deduction \ Homestead	45,000
2019 PAYABLE 2020	Supplemental	46,340

Tax History

Detail:					
Tax Year	Type	Category	Description	Amount	Balance Due
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$808.99	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$808.99	\$808.99
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$858.74	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$858.74	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$807.35	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$807.35	\$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	\$1,617.98	\$808.99
2022 PAYABLE 2023	\$1,717.48	\$0.00
2021 PAYABLE 2022	\$1,614.70	\$0.00

Pay Taxes Online

Pay Taxes Online

Payments

Detail:			
Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	05/07/2024	FIRST BANK RICHMOND	\$808.99
2022 PAYABLE 2023	11/07/2023	FIRST BANK RICHMOND	\$858.74
2022 PAYABLE 2023	05/04/2023	FIRST BANK RICHMOND	\$858.74
2021 PAYABLE 2022	11/02/2022	FIRST BANK RICHMOND	\$807.35
2021 PAYABLE 2022	05/05/2022	FIRST BANK RICHMOND	\$807.35

Total:		
Tax Year	Amount	
2023 PAYABLE 2024	\$808.99	
2022 PAYABLE 2023	\$1,717.48	
2021 PAYABLE 2022	\$1,614.70	

## Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
03/01/2004	RICHLAND PROPERTIES II, LLC	RICHLAND PROPERTIES LIMITED		
12/05/2006	STONEWOOD LLC	RICHLAND PROPERTIES II, LLC		
07/31/2007	MINT MANAGEMENT LLC	STONEWOOD LLC	Straight	-
09/11/2013	MINT MANAGEMENT LLC	MINT MANAGEMENT LLC	Straight	Contract Sale - 2013008140
02/27/2014	WALTON, BRAD & KIMBERLY	MINT MANAGEMENT LLC	Straight	Warranty Deed - 2014001334
07/07/2021	WALTON, BRADLEY SCOTT	WALTON, BRAD & KIMBERLY	Straight	Quit Claim Deed - 2021006804

## Property Record Cards

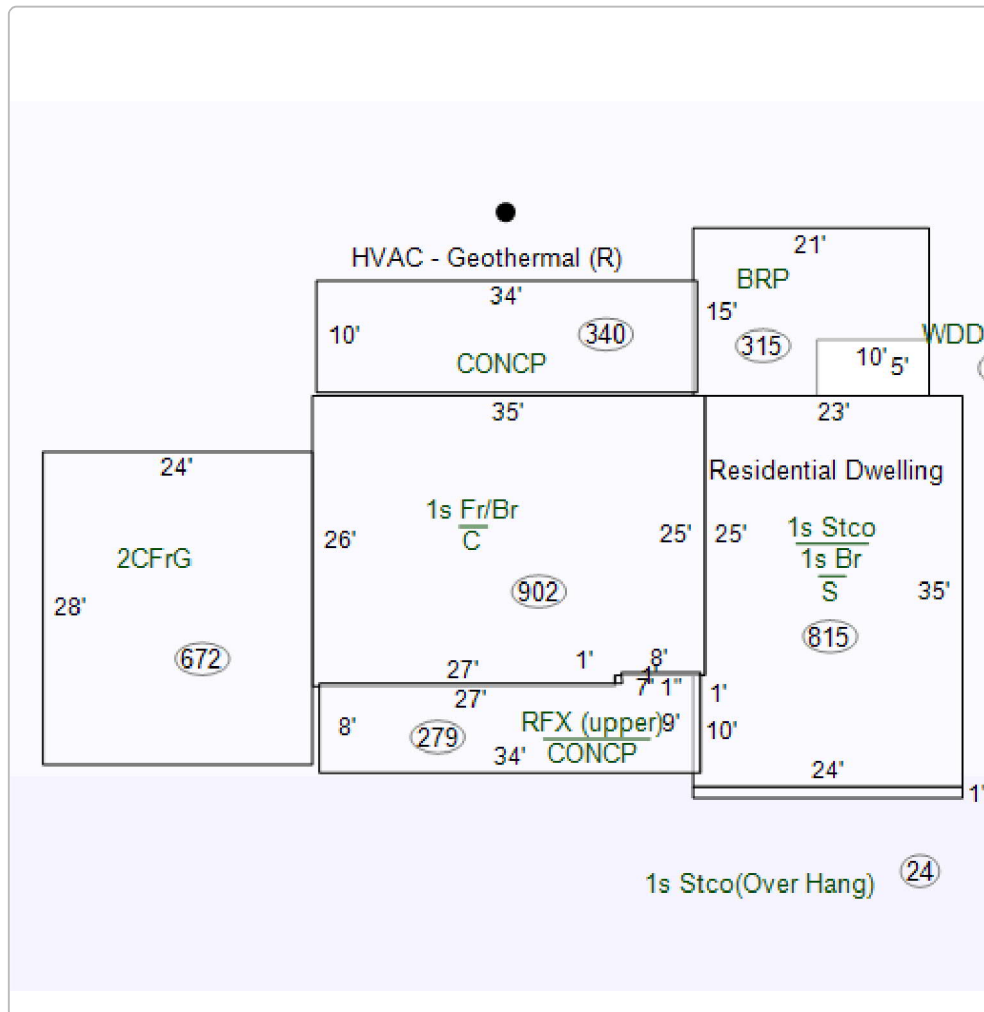
[View 2024 Property Record Card\(PDF\)](#)  
[View 2020 Property Record Card\(PDF\)](#)  
[View 2016 Property Record Card\(PDF\)](#)  
[View 2012 Property Record Card\(PDF\)](#)

[View 2023 Property Record Card\(PDF\)](#)  
[View 2019 Property Record Card\(PDF\)](#)  
[View 2015 Property Record Card\(PDF\)](#)  
[View 2011 Property Record Card\(PDF\)](#)

[View 2022 Property Record Card\(PDF\)](#)  
[View 2018 Property Record Card\(PDF\)](#)  
[View 2014 Property Record Card\(PDF\)](#)  
[View 2010 Property Record Card\(PDF\)](#)

[View 2021 Property Record Card\(PDF\)](#)  
[View 2017 Property Record Card\(PDF\)](#)  
[View 2013 Property Record Card\(PDF\)](#)

## Sketches



No data available for the following modules: Assessment Appeals Process, Commercial Buildings, Permits.

The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.  
[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 25/09/2024, 16:10:26

Contact Us

Developed by  
**SCHNEIDER**  
 GEOSPATIAL

2021006804 QUIT CLAIM \$25.00  
7/7/2021 2:06:14 PM 2 PGS  
Deborah A. Resh  
WAYNE County Recorder, IN  
Recorded as Presented



## QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH that: **Brad Walton and Kimberly Walton, tenants in common**, of Wayne County, in the State of Indiana, Release(s) and Quit-Claim(s) to:

**Bradley Scott Walton, an adult**, of Wayne County, in the State of Indiana, for no valuable consideration, the receipt of which is hereby acknowledged, to transfer all right, title, and interest to the following described real estate in Wayne County, State of Indiana, to wit:

**Being part of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) North, Range One (1) West in Wayne Township Wayne County, Indiana and being more particularly described as follows:**

**Beginning at a point in the east right of way of Minneman Road said point being 330 feet west, along the south line of said quarter, and 1313.03 feet north, along said right of way, from the southeast corner of said quarter, and running thence north 89 degrees and 53 minutes west 435.6 feet; thence north 200 feet; thence south 89 degrees and 53 minutes east 435.60 feet to said right of way; thence south, along said right of way, 200 feet to the place of beginning, containing an area of 2.00 acres.**

**SUBJECT TO the right-of-way of Minneman Road across the entire east side as shown on the map in the Office of the Auditor of Wayne County, Indiana.**

Parcel # 015-01507-00 // Map #50-14-000-213.000-15  
State ID # 89-18-14-000-213.000-028  
Property Address: 2450 Minneman Rd, Richmond, IN 47374

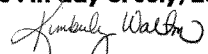
Grantors recite that they are the grantees in 2014001334 in the records of the Recorder of Wayne County, Indiana and that they took title as husband and wife and that their marriage was dissolved on December 10, 2020 in Wayne Superior Court 2, Wayne County, Indiana, being Cause No. 89D02-2006-DC-000069, at which time they became owners as tenants in common.

**SUBJECT** to the fall installment of real estate taxes for the year 2020 due and payable in 2021 together with all subsequent taxes which the Grantee(s) herein assume(s) and agree(s) to pay as part of the consideration thereof.

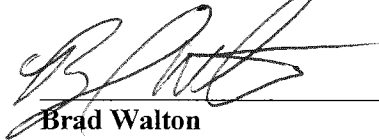
**SUBJECT** to all conditions, restrictions, stipulations, limitations, easements and right of way, affecting said real estate and to all zoning regulations of said county, State of Indiana.

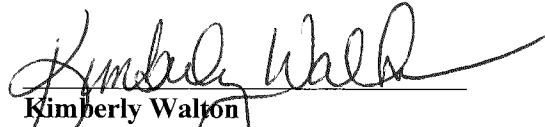
No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding the hereinbefore described real estate.

Sales Disclosure Approved  
Wayne County Assessor

**DULY ENTERED FOR TAXATION**  
**This 7th day of July, 2021**  
  
**AUDITOR OF WAYNE COUNTY**

IN WITNESS WHEREOF, **Brad Walton and Kimberly Walton, tenants in common**, have executed this deed this 1 day of JULY, 2021.

  
\_\_\_\_\_  
**Brad Walton**

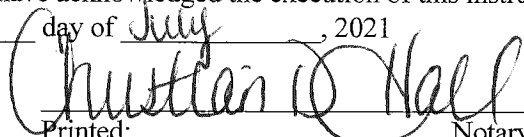
  
\_\_\_\_\_  
**Kimberly Walton**

STATE OF INDIANA  
COUNTY OF WAYNE

Before me, a Notary Public, in and for said County and State personally appeared **Brad Walton and Kimberly Walton, tenants in common**, who have acknowledged the execution of this instrument.

WITNESS, my hand and notarial seal this 1<sup>st</sup> day of July, 2021



  
Printed: \_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, Indiana  
My Commission Expires: \_\_\_\_\_

This instrument prepared by: Craig C. Parker, Attorney-at-Law 303 South A Street, Richmond, IN 47374  
*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. Craig C. Parker*

**Property Address:** 2450 Minneman Rd, Richmond, IN 47374

**Grantee Address:** 2450 Minneman Rd, Richmond, IN 47374

2014001334 WARR DEED \$18.00  
02/27/2014 02:50:21P 2 PGS  
Debra S Tiemann  
Wayne County Recorder IN  
Recorded as Presented

18-03-81

WARRANTY DEED

THIS INDENTURE WITNESSETH that:

Mint Management, LLC

Conveys and Warrants to:

**Brad Walton and Kimberly Walton, husband and wife**, of Wayne County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the following described real estate in Wayne County, Indiana, to wit:

50-14-000-213.000-15

SEE EXHIBIT A

Parcel # 89-18-14-000-213.000-028

Commonly known as: 2450 Minneman Road, Richmond, IN 47374

No evidence or opinion of title has been requested of or provided by the law firm preparing this document regarding the hereinbefore described real estate.

Subject to the Spring installment of real estate taxes for the year 2013, due and payable in Spring, 2014, together with all subsequent taxes which the Grantee herein assume(s) and agree(s) to pay as part of the consideration thereof.

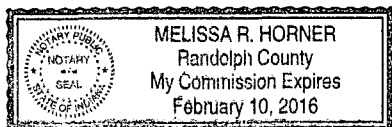
**This deed is delivered and recorded pursuant to, in completion of, and in compliance with the terms of a certain Land Installment Contract recorded in 2013008140, in the records of the Recorder of Wayne County, Indiana.**

IN WITNESS WHEREOF, the said **Mint Management, LLC** by **J. Roderick Weiss**, its member, has executed this deed this 14th day of February, 2014.

*J. Roderick Weiss*  
Mint Management, LLC by  
J. Roderick Weiss, its member

STATE OF INDIANA )  
COUNTY OF Wayne)

Before me, a Notary Public, in and for said County and State personally appeared **Mint Management, LLC by J. Roderick Weiss, its member**, who acknowledged the execution of this instrument. WITNESS, my hand and notarial seal this 14th day of February, 2014.



*[Signature]*  
Printed \_\_\_\_\_, Notary Public  
Resident of Wayne County, Indiana  
My Commission Expires: \_\_\_\_\_

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Craig C. Parker

This instrument prepared by Craig C. Parker, Attorney-at-Law 1520 North A St Richmond, In 47374  
GRANTEE /TAX /PROPERTY Address: 2450 Minneman Road, Richmond, IN 47374

DULY ENTERED FOR TAXATION  
This 27 day of Feb, 20 14  
*Karen L. Stevens*  
CLERK OF WAYNE COUNTY

Sales Disclosure Approved  
Wayne County Assessor



EXHIBIT A

Being part of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) North, Range One (1) West in Wayne Township Wayne County, Indiana and being more particularly described as follows:

Beginning at a point in the east right of way of Minneman Road said point being 330 feet west, along the south line of said quarter, and 1313.03 feet north, along said right of way, from the southeast corner of said quarter, and running thence north 89 degrees and 53 minutes west 435.6 feet; thence north 200 feet; thence south 89 degrees and 53 minutes east 435.60 feet to said right of way; thence south, along said right of way, 200 feet to the place of beginning, containing an area of 2.00 acres.

SUBJECT TO the right-of-way of Minneman Road across the entire east side as shown on the map in the Office of the Auditor of Wayne County, Indiana.

RECORDED FEB 27 2014 DEBRA S. TIEMANN, R.W.C

After recording please mail to and  
send future tax statements to:  
Perfect Circle Credit Union

631 E Main St.  
Hagerstown, IN 47346

2014005022 MORTGAGE \$44.00  
07/17/2014 10:49:31A 16 PGS  
Debra S Tiemann  
Wayne County Recorder IN  
Recorded as Presented



44.00 ETS

[Space Above This Line For Recording Data]

Loan No.: 58850728

## INDIANA HOME EQUITY LINE OF CREDIT MORTGAGE - Secondary Lien (Securing Future Advances)

Borrower has established a line of credit ("Home Equity Line of Credit") with Lender as evidenced by Borrower's Home Equity Line of Credit Agreement and Promissory Note dated the same date as this Security Instrument, and all renewals, extensions, modifications, replacements and substitutions thereof (collectively, the "Agreement"). Lender has agreed to make advances to Borrower under the terms of the Agreement. Such advances shall be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including charges and collection costs which may be owing from time to time) shall not exceed **Fifty Thousand and 00/100ths** (U.S. \$50,000.00) plus interest thereon (the "Credit Limit"). That sum is referred to in the Agreement as the Credit Limit. The entire indebtedness under the Agreement, if not paid earlier, is due and payable on **July 14, 2039** or on such later date as may be permitted by Lender in writing or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of the Agreement and/or this Security Instrument.



\* 5 8 8 5 0 7 2 8 \*

## DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 15.

(A) **"Security Instrument"** means this Home Equity Line of Credit Mortgage, which is dated **July 9, 2014**, together with all Riders to this document.

(B) **"Borrower"** is Brad Walton and Kimberly Walton, aka Bradley S. Walton and Kimberly A. Walton. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **Perfect Circle Credit Union**. Lender is a **credit union** organized and existing under the laws of **Indiana**. Lender's address is **631 E Main St, Hagerstown, IN 47346** Lender is the mortgagee under this Security Instrument.

(D) **"Agreement"** means the Home Equity Line of Credit Agreement and Promissory Note signed by Borrower and dated **July 9, 2014**. The Agreement states Lender has agreed to make advances to Borrower under the terms of the Agreement, such advances to be of a revolving nature. The total outstanding principal balance owing at any one time under the Agreement (not including charges and collection costs which may be owing from time to time under the Agreement) not to exceed the Credit Limit of **Fifty Thousand and 00/100ths Dollars (U.S. \$50,000.00)** plus interest. Borrower has promised to pay the total outstanding balance in Periodic Payments and to pay the entire debt in full not later than **July 14, 2039**.

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

(F) **"Account"** means the debt evidenced by the Agreement, plus interest, any other charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

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

- |   |   |   |
|---|---|---|
| <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"/> Home Improvement Rider | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]     |   |   |

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term



includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Agreement and the Account.

(N) **"Periodic Payment"** means the amount due from Borrower to Lender each month for (i) principal and/or interest under the Agreement, and all late charges and other charges provided herein or authorized by the Agreement, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to the escrow account requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Agreement and the Account do not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the prompt repayment of the Account evidenced by the Agreement, and all renewals, extensions and modifications of the Agreement, with interest thereon at the rate provided in the Agreement; (b) the payment of all other sums due under the Agreement, with interest thereon at the rate provided in the Agreement, (i) advanced to protect the security of this Security Instrument, (ii) incurred by Lender in connection with the enforcement of its rights under this Security Instrument and/or the Agreement, and/or (iii) required to be paid as set forth herein or in the Agreement; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Agreement and any prior mortgage or deed of trust.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described real property located in the

**County**  
[Type of Recording Jurisdiction]

of

**Wayne**  
[Name of Recording Jurisdiction]

which currently has the address of **2450 Minneman Road**

**Richmond**  
[City]

, Indiana **47374**  
[Zip Code]

[Street]  
("Property Address"):



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

BORROWER COVENANTS that Borrower is lawfully 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.

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 and Other Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Agreement and if allowable under Applicable Law, any prepayment charges, late charges and other charges due under the Agreement. Payments due under the Agreement 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 Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement 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.

**2. Application of Payments or Proceeds.** Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14 or in such manner or location as required under Applicable Law. Except as otherwise described in this Section 2, and as permitted under Applicable Law, all payments accepted and applied by Lender shall be applied to the outstanding Account balance in the following order of priority: (i) any prepayment charges due under the Agreement and/or this Security Instrument if permitted by Applicable Law; (ii) amounts due under this Security Instrument to secure the amounts advanced under the Account and to protect Lender's security; (iii) any escrow payments under Section 3 of this Security Instrument, if Lender requires such payments; (iv) any late charges; (v) any other fees and charges other than finance charges; (vi) accrued and unpaid finance charges due under the Agreement; and (vii) any unpaid principal balance due under the Agreement.

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. To the extent permitted by Applicable Law, voluntary prepayments shall be applied first to any prepayment charges and then as described in the Agreement.

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

**3. Funds for Escrow Items.** Subject to Applicable Law, Borrower shall pay to Lender on the days Periodic Payments are due under the Agreement, until the Account is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, 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 3. 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 the 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 8. 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 8 and pay such amount and Borrower shall then be obligated under Section 8 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 14 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 to mean the amount by which a current escrow balance falls short of the target balance at the time of escrow analysis, 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 to mean the amount of the negative balance in the escrow account, 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If under Section 21 the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**4. Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument. Borrower shall pay when due, 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 other than a lien disclosed to Lender in Borrower's application or in any title report Lender obtained 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.

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 the Agreement, the Account and this Security Instrument, if allowed under Applicable Law.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. 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 the Agreement, the Account and this Security Instrument, 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 be added to the unpaid balance of the Account and interest shall accrue at the rate set forth in the Agreement, from the time it was added to the unpaid balance until it is paid in full.

Subject to Applicable Law, 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, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement and the Account up to the amount of the outstanding Account balance. 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, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement and the Account up to the amount of the outstanding Account balance.

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, and subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument 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 the 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. Subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument, 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 Lender believes that Borrower has abandoned 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 21 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 Agreement, the Account 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. Subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument, Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement, the Account or this Security Instrument, whether or not then due.

**6. 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. If the Property is damaged, unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

**7. Borrower's Home Equity Line of Credit Application.** Borrower shall be in default if, during the home equity line of credit 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 Agreement, the Account or this Security Instrument. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**8. 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 has or may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Lender believes that 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 or may attain 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 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument if allowed under Applicable Law. These amounts shall bear interest at the rate set forth in the Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. Such notice shall be provided by Lender to Borrower within a reasonable time after advancing any sums, and shall be a written notice of the amount of sums advanced, any charges with respect to the amount, and any revised payment schedule, including the type and amount of any insurance if such insurance is obtained and paid for by us.

If this Security Instrument is on 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.

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

If Lender required Mortgage Insurance as a condition of entering into the Agreement and establishing the Account, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** The Miscellaneous Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

If the Property is damaged and if the restoration or repair is economically feasible and Lender's security is not lessened, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. 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.

If Lender believes 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, then 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 18, by causing the action or proceeding to be dismissed with a ruling that,



in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

**11. 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.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** When Borrower (as that term is defined above) includes more than one person, 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 Agreement (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 Agreement without the co-signer's consent.

Subject to the provisions of Section 17, 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 19) and benefit the successors and assigns of Lender.

**13. Account 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, as allowed under Applicable Law, 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 shall have the authority to impose additional fees and charges to perform services requested by or on behalf of Borrower, or to otherwise administer and service the Agreement and the Account. The additional fees and charges may include administrative costs incurred by Lender and/or in reimbursement of payments made by Lender to third parties. Such fees and charges may include, without limitation, any and all costs or fees associated with the origination and/or servicing of such Agreement and the Account, document copy or preparation fees, transmittal, facsimile or delivery fees, reconveyance and release fees, property inspections and returned check or insufficient funds charged in connection with payments made by or on behalf of Borrower under the Agreement and all other such fees for ancillary services performed by Lender for Borrower or at Borrower's request or for services necessitated by or resulting from Borrower's default or malfeasance relating to this Security Instrument or the Agreement or incurred by Lender or assessed upon Borrower pursuant to the provisions of this Security Instrument or the Agreement. Such fees and charges shall be secured by this Security Instrument up to the amount of the Credit Limit and, unless Borrower and Lender agree to other terms of payment, shall bear interest from the date assessed by Lender at the rate stated in the Agreement, and in effect from time to time, shall be payable, with interest, immediately following written demand from Lender to Borrower requesting payment thereof. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. 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.

If either the Agreement or the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Agreement and the Account exceed the permitted limits, then: (a) any such 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. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower may have arising out of such overcharge.

**14. 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.

**15. 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 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.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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 14 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.



**18. 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 21 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 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, as allowed under Applicable Law; 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 17.

**19. Sale of Agreement/Account; Change of Loan Servicer; Notice of Grievance.** The Agreement and the Account, or a partial interest in the Agreement and the Account (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 the Periodic Payments due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Agreement and the Account. If there is a change of the Loan Servicer, if required under Applicable Law, 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 Agreement and the Account are sold and thereafter the Agreement and the Account are serviced by a Loan Servicer other than the purchaser of the Agreement and the Account, the mortgage loan servicing obligations will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the purchaser of the Agreement and the Account unless otherwise provided by the 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 14) 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 Section 19. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow



anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

**21. Events of Default; Acceleration; Remedies.** The occurrence of any one or more of the following events shall, at the election of Lender, constitute an "Event of Default," and shall entitle Lender to terminate the Agreement and the Account and accelerate the indebtedness secured hereby: (a) any Borrower engages in fraud or material misrepresentation, whether by action or omission, in connection with any phase of the Agreement; (b) Borrower fails to meet the repayment terms set forth in the Agreement; or (c) Borrower's action or inaction adversely affects the Property or Lender's security interest, including, but not limited to, Borrower's actions or omissions that constitute "Events of Default" under the Agreement, or Borrower's failure to perform any material covenants or agreements contained in this Security Instrument.

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 17 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon request from Borrower or 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.

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

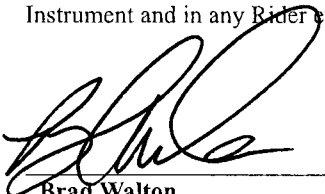


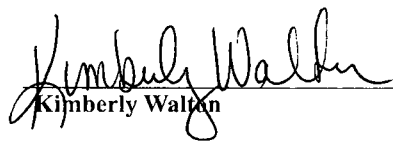
**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page two of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Indiana Mortgage dated July 9, 2014 between **Brad Walton and Kimberly Walton, aka Bradley S. Walton and Kimberly A. Walton**, and **Perfect Circle Credit Union**.

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.

  
\_\_\_\_\_  
Brad Walton (Seal)  
-Borrower  
[Printed Name]

  
\_\_\_\_\_  
Kimberly Walton (Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]



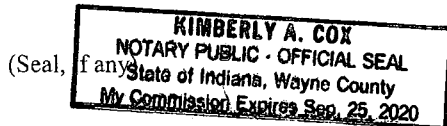
State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

Given under my hand this the

day of

Notary Printed Name

My Commission Expires:



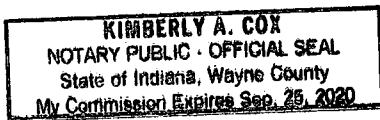
ACKNOWLEDGMENT

State of §  
County of §

I, a Notary Public, hereby certify that **Kimberly Walton** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 9th day of July 2014

Kimberly A. Cox  
Signature of Notarial Officer



\_\_\_\_\_  
Notary Printed Name

\_\_\_\_\_  
Title (and Rank)

(Seal, if any)

My Commission Expires:

This instrument was prepared by:  
**Darlene Summers**  
POB 340134  
Beavercreek, OH 45434

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 (NAME). Sallye Creech

Loan Originator Organization: Perfect Circle Credit Union, NMLSR ID: 453014  
Individual Loan Originator's Name: Sallye A. Creech, NMLSR ID: 488200





**EXHIBIT "A"**

**Being part of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) North, Range One (1) West in Wayne Township Wayne County, Indiana and being more particularly described as follows:**

**Beginning at a point in the east right of way of Minneman Road said point being 330 feet west, along the south line of said quarter, and 1313.03 feet north, along said right of way, from the southeast corner of said quarter, and running thence north 89 degrees and 53 minutes west 435.6 feet; thence north 200 feet; thence south 89 degrees and 53 minutes east 435.60 feet to said right of way; thence south, along said right of way, 200 feet to the place of beginning, containing an area of 2.00 acres.**

**SUBJECT TO the right-of-way of Minneman Road across the entire east side as shown on the map in the Office of the Auditor of Wayne County, Indiana.**

**RECORDED**           JUL 17 2014           **DEBRA S. TIEMANN, R.W.C**

**Return To:** First Bank Richmond  
PO Box 937  
Richmond, IN 47375

2021006805 MORTGAGE \$55.00  
7/7/2021 2:06:14 PM 17 PGS  
Deborah A. Resh  
WAYNE County Recorder, IN  
Recorded as Presented



---

## Mortgage

---

### INDIANA

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

- (A) "*Security Instrument*" means this document, which is dated July 1, 2021, together with all Riders to this document.
- (B) "*Borrower*" is Bradley Scott Walton, an adult. Borrower is the mortgagor under this Security Instrument.
- (C) "*Lender*" is First Bank Richmond. Lender is a state non-member bank organized and existing under the laws of Indiana. Lender's address is 31 N 9th, Richmond, IN 47374. Lender is the mortgagee under this Security Instrument.
- (D) "*Note*" means the promissory note signed by Borrower and dated July 1, 2021. The Note states that Borrower owes Lender Two hundred thirteen thousand six hundred and 00/100 Dollars (U.S. \$213,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2051.
- (E) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "*Escrow Items*" means those items that are described in Section 3.

(L) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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

following described property located in the County [Type of Recording Jurisdiction] of Wayne [Name of Recording Jurisdiction]: SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Parcel ID Number: 015-01507-00 which currently has the address of 2450 Minneman Rd [Street] Richmond [City], Indiana 47374-9683 [Zip Code] ("*Property Address*"):

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

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

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

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

(a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the

Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/



or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make

payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

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

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be

released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and

include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall

promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

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

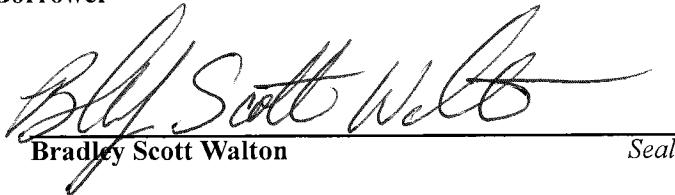
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted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

**24. Waiver of Valuation and Appraisalment.** Borrower waives all right of valuation and appraisalment.

INDIANA

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**

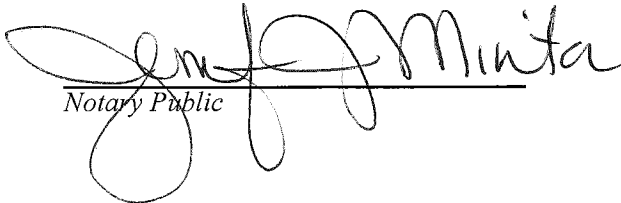
  
Bradley Scott Walton *Seal*

**Acknowledgment**

State of Indiana

County of WAYNE

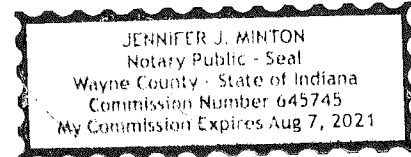
This instrument was acknowledged before me on 7/1/2021 by Bradley Scott Walton.

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

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

Notary County: \_\_\_\_\_



This instrument was prepared by: Susan M Quinter, First Bank Richmond

PO Box 937

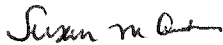
Richmond, IN 47375-0937

Mail Tax Statements To: First Bank Richmond

PO Box 937

Richmond, IN 47375-0937

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.

  
\_\_\_\_\_  
Susan M Quinter, First Bank Richmond

**Susan M Quinter, First Bank Richmond**

Loan Origination Organization: First Bank Richmond

NMLS ID: 729838

Loan Originator: Alex Schwanitz

NMLS ID: 1798029



*[This page immediately follows the appropriate acknowledgments and recording information.  
This page was intentionally left blank to conform to the local "last-page" recording requirements.]*

***[End of Document]***

## EXHIBIT "A"

Being part of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) North, Range One (1) West in Wayne Township Wayne County, Indiana and being more particularly described as follows:

Beginning at a point in the east right of way of Minneman Road said point being 330 feet west, along the south line of said quarter, and 1313.03 feet north, along said right of way, from the southeast corner of said quarter, and running thence north 89 degrees and 53 minutes west 435.6 feet; thence north 200 feet; thence south 89 degrees and 53 minutes east 435.60 feet to said right of way; thence south, along said right of way, 200 feet to the place of beginning, containing an area of 2.00 acres.

Search Results for:

NAME: WALTON BRADLEY (Super Search)



REGION: Wayne County, IN  
DOCUMENTS VALIDATED THROUGH: 09/20/2024 4:19 PM

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2013008140</a>	Wayne	09/11/2013	MISC : CONTRACT	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	<a href="#">Search</a> 14-13-1 NE
<a href="#">2013008813</a>	Wayne	10/03/2013	MISC : CONTRACT AMENDMENT	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	
<a href="#">2014001334</a>	Wayne	02/27/2014	DEED : DEED-WARRANTY	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014001335</a>	Wayne	02/27/2014	MORT : MORTGAGE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014005022</a>	Wayne	07/17/2014	MORT : MORTGAGE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021006804</a>	Wayne	07/07/2021	DEED : DEED-QUIT CLAIM	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, BRADLEY SCOTT	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021006805</a>	Wayne	07/07/2021	MORT : MORTGAGE	<b>WALTON, BRADLEY SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> FIRST BANK RICHMOND	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021007328</a>	Wayne	07/23/2021	REL : MORTGAGE RELEASE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> PERFECT CIRCLE CREDIT UNION <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">see details for more</a>	

The data or information provided is based on information obtained from Indiana Courts, Clerks, Recorders, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Ilc. All Rights Reserved

Search Results for:

NAME: WALTON BRAD (Super Search)

REGION: Wayne County, IN  
DOCUMENTS VALIDATED THROUGH: 09/20/2024 4:19 PM

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">2013008140</a>	Wayne	09/11/2013	MISC : CONTRACT	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	<a href="#">Search</a> 14-13-1 NE
<a href="#">2013008813</a>	Wayne	10/03/2013	MISC : CONTRACT AMENDMENT	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	
<a href="#">2014001334</a>	Wayne	02/27/2014	DEED : DEED-WARRANTY	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, KIMBERLY	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014001335</a>	Wayne	02/27/2014	MORT : MORTGAGE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014005022</a>	Wayne	07/17/2014	MORT : MORTGAGE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021006804</a>	Wayne	07/07/2021	DEED : DEED-QUIT CLAIM	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, KIMBERLY <a href="#">Search</a> WALTON, BRADLEY SCOTT	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021006805</a>	Wayne	07/07/2021	MORT : MORTGAGE	<b>WALTON, BRADLEY SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> FIRST BANK RICHMOND	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021007328</a>	Wayne	07/23/2021	REL : MORTGAGE RELEASE	<b>WALTON, BRAD</b> <a href="#">Search</a> <a href="#">Search</a> PERFECT CIRCLE CREDIT UNION <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY <a href="#">see details for more</a>	

The data or information provided is based on information obtained from Indiana Courts, Clerks, Recorders, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Ilc. All Rights Reserved

Search Results for:

NAME: WALTON KIMBERLY (Super Search)

REGION: Wayne County, IN  
DOCUMENTS VALIDATED THROUGH: 09/20/2024 4:19 PM

Showing 41 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">1994003150</a>	Wayne	03/10/1994	DEED : DEED-WARRANTY	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> FRAZIER, JANICE <a href="#">Search</a> FRAZIER, STEVEN R <a href="#">Search</a> WALTON, TIMMY W	<a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">1994003151</a>	Wayne	03/10/1994	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> ASSOCIATES FINANCIAL SERVICES	<a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">1994003152</a>	Wayne	03/10/1994	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> FRAZIER, STEVEN R	<a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">1994012534</a>	Wayne	10/14/1994	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY <a href="#">Search</a> ASSOCIATES FINANCIAL SERVICES	<a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">1994012676</a>	Wayne	10/20/1994	REL : MORTGAGE RELEASE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> FRAZIER, STEVEN R <a href="#">Search</a> WALTON, TIMMY W	
<a href="#">1996000937</a>	Wayne	01/30/1996	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> ASSOCIATES FINANCIAL SERVICES	<a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">1996000938</a>	Wayne	01/30/1996	REL : MORTGAGE RELEASE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> ASSOCIATES FINANCIAL SERVICES <a href="#">Search</a> WALTON, TIMMY	
<a href="#">1996000939</a>	Wayne	01/30/1996	REL : MORTGAGE RELEASE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> ASSOCIATES FINANCIAL SERVICES <a href="#">Search</a> WALTON, TIMMY W	
<a href="#">1999000138</a>	Wayne	01/05/1999	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> CONTIMORTGAGE CORPORATION,	<a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV

Document Details	County	Date	Type	Name	Legal
<a href="#">1999017092</a>	Wayne	12/22/1999	MORT : MORTGAGE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> BANK ONE NA,	<a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">2000003984</a>	Wayne	04/14/2000	REL : MORTGAGE RELEASE	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> CONTIMORTGAGE CORPORATION <a href="#">Search</a> WALTON, TIMMY W	
<a href="#">2004016894</a>	Wayne	12/31/2004	DEED : DEED-SHERIFF	<b>WALTON, KIMBERLY SUE</b> <a href="#">Search</a> <a href="#">Search</a> SHERIFF OF WAYNE COUNTY <a href="#">Search</a> WALTON, TIMMY W <a href="#">Search</a> BANK ONE NA	<a href="#">Search</a> Lot 45 WHITEWATER BY SUPLEE HIRAM SUB DIV <a href="#">Search</a> Lot 44 WHITEWATER BY SUPLEE HIRAM SUB DIV
<a href="#">2007012679</a>	Wayne	12/26/2007	DEED : DEED-MISCELLANEOUS	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> WHIPPLE, GREGORY M <a href="#">Search</a> WHIPPLE, SHERRY ANN <a href="#">Search</a> WAYNE BANK & TRUST CO	<a href="#">Search</a> Lot 87 FAIR ACRES ADDN
<a href="#">2012008660</a>	Wayne	10/12/2012	MISC : CONTRACT	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> WHIPPLE, KIMBERLY ANN <a href="#">Search</a> HAMILTON, LACIE <a href="#">Search</a> RICHIE, DAKOTA	<a href="#">Search</a> Lot 205 RAVINIA PARK 2ND ADDN
<a href="#">2013008140</a>	Wayne	09/11/2013	MISC : CONTRACT	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, BRAD	<a href="#">Search</a> 14-13-1 NE
<a href="#">2013008813</a>	Wayne	10/03/2013	MISC : CONTRACT AMENDMENT	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, BRAD	
<a href="#">2014001334</a>	Wayne	02/27/2014	DEED : DEED-WARRANTY	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> MINT MANAGEMENT LLC <a href="#">Search</a> WALTON, BRAD	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014001335</a>	Wayne	02/27/2014	MORT : MORTGAGE	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRAD <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2014001901</a>	Wayne	03/21/2014	DEED : DEED-QUIT CLAIM	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> HAMILTON, LACIE <a href="#">Search</a> RICHIE, DAKOTA <a href="#">Search</a> WHIPPLE, KIMBERLY ANN	<a href="#">Search</a> Lot 205 RAVINIA PARK 2ND ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2014005022</a>	Wayne	07/17/2014	MORT : MORTGAGE	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRAD <a href="#">Search</a> WALTON, BRADLEY S <a href="#">Search</a> WALTON, KIMBERLY A <a href="#">see details for more</a>	<a href="#">Search</a> 14-13-1 NE
<a href="#">2015000179</a>	Wayne	01/09/2015	MISC : MISCELLANEOUS GENERAL	<b>WALTON, KIMBERLY</b> <a href="#">Search</a>	
<a href="#">2016001796</a>	Wayne	03/02/2016	DEED : DEED-WARRANTY	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> WHIPPLE, KIMBERLY ANN <a href="#">Search</a> LUNA, ANGEL B <a href="#">Search</a> WRIGHT, FRANK A	<a href="#">Search</a> Lot 205 RAVINIA PARK 2ND ADDN
<a href="#">2017004412</a>	Wayne	06/05/2017	MISC : MISCELLANEOUS GENERAL	<b>WALTON, KIMBERLY</b> <a href="#">Search</a>	
<a href="#">2017004864</a>	Wayne	06/21/2017	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2017004865</a>	Wayne	06/21/2017	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2018000845</a>	Wayne	01/31/2018	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2018000846</a>	Wayne	01/31/2018	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2019000020</a>	Wayne	01/03/2019	MISC : MISCELLANEOUS GENERAL	<b>WALTON, KIMBERLY WHIPPLE</b> <a href="#">Search</a> <a href="#">Search</a> WHIPPLE WALTON, KIMBERLY <a href="#">Search</a> WAYNE COUNTY AUDITOR	
<a href="#">2019000577</a>	Wayne	01/18/2019	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2019010185</a>	Wayne	12/31/2019	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2020001158</a>	Wayne	02/13/2020	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	

Document Details	County	Date	Type	Name	Legal
<a href="#">2020001167</a>	Wayne	02/13/2020	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2020005980</a>	Wayne	07/31/2020	DEED : DEED-SPECIAL WARRANTY	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> SFC PROPERTIES LLC	<a href="#">Search</a> Lot 38 LOCUST LANE 2ND ADDN
<a href="#">2020005981</a>	Wayne	07/31/2020	MORT : MORTGAGE	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> WAYNE BANK & TRUST CO	<a href="#">Search</a> Lot 38 LOCUST LANE 2ND ADDN
<a href="#">2020010691</a>	Wayne	12/29/2020	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2020010692</a>	Wayne	12/29/2020	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2021000673</a>	Wayne	01/27/2021	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2021006804</a>	Wayne	07/07/2021	DEED : DEED-QUIT CLAIM	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> WALTON, BRAD <a href="#">Search</a> WALTON, BRADLEY SCOTT	<a href="#">Search</a> 14-13-1 NE
<a href="#">2021007328</a>	Wayne	07/23/2021	REL : MORTGAGE RELEASE	<b>WALTON, KIMBERLY</b> <a href="#">Search</a> <a href="#">Search</a> PERFECT CIRCLE CREDIT UNION <a href="#">Search</a> WALTON, BRAD <a href="#">Search</a> WALTON, BRADLEY S <a href="#">see details for more</a>	
<a href="#">2022000308</a>	Wayne	01/11/2022	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	
<a href="#">2022001768</a>	Wayne	03/01/2022	BOND : OFFICIAL BOND	<b>WALTON, KIMBERLY ANN</b> <a href="#">Search</a> <a href="#">Search</a> OHIO CASUALTY INSURANCE COMPANY	

The data or information provided is based on information obtained from Indiana Courts, Clerks, Recorders, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Inc. All Rights Reserved



Search Results for:

NAME: WALTON BRADLEY (Super Search)



PARTY ROLE: Case Party  
REGION: Wayne County, IN

Showing 4 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-0505-IF-004092</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	05/17/2005	07/11/2005
<a href="#">89D03-9806-IF-003104</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	06/08/1998	07/06/1998
<a href="#">89D03-9704-IF-002569</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	04/23/1997	05/30/1997
<a href="#">89D02-2006-DC-000069</a>	Walton, Bradley Scott		Petitioner	Civil	Closed	06/09/2020	12/10/2020

The data or information provided is based on information obtained from Indiana Courts, Clerks, Recorders, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Ilc. All Rights Reserved

Search Results for:

NAME: WALTON BRAD (Super Search)



PARTY ROLE: Case Party  
REGION: Wayne County, IN

Showing 4 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-0505-IF-004092</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	05/17/2005	07/11/2005
<a href="#">89D03-9806-IF-003104</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	06/08/1998	07/06/1998
<a href="#">89D03-9704-IF-002569</a>	Walton, Bradley S	07/22/1978	Defendant	Citation	Closed	04/23/1997	05/30/1997
<a href="#">89D02-2006-DC-000069</a>	Walton, Bradley Scott		Petitioner	Civil	Closed	06/09/2020	12/10/2020

The data or information provided is based on information obtained from Indiana Courts, Clerks, Recorders, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Ilc. All Rights Reserved

Search Results for:

NAME: WALTON KIMBERLY (Super Search)



PARTY ROLE: Case Party  
REGION: Wayne County, IN

Showing 19 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-9405-SC-000844</a>	Davis-Walton, Kimberly		Defendant	Civil	Closed	05/05/1994	10/18/1994
<a href="#">89C01-0503-DR-000036</a>	Tucker (Walton), Kimberly Sue		Respondent	Civil	Closed	03/21/2005	07/29/2005
<a href="#">89D03-0505-SC-000960</a>	Walton, Kim		Defendant	Civil	Closed	05/11/2005	05/12/2005
<a href="#">89C01-0502-CT-000006</a>	Walton, Kim		Plaintiff	Civil	Closed	02/23/2005	03/01/2005
<a href="#">89D02-0502-CT-000005</a>	Walton, Kim		Plaintiff	Civil	Closed	02/18/2005	02/23/2005
<a href="#">89D03-9801-SC-000228</a>	Walton, Kim		Defendant	Civil	Closed	01/26/1998	08/19/1999
<a href="#">89D03-9708-SC-001755</a>	Walton, Kim		Defendant	Civil	Closed	08/04/1997	05/26/1998
<a href="#">89D03-9508-SC-001446</a>	Walton, Kim		Defendant	Civil	Closed	08/28/1995	06/21/1996
<a href="#">89D03-9404-SC-000807</a>	Walton, Kim		Defendant	Civil	Closed	04/06/1994	06/22/1995
<a href="#">89C01-0705-ES-000030</a>	Walton, Kimberly		Personal Representative	Civil	Closed	05/25/2007	03/28/2008
<a href="#">89D03-0503-SC-000474</a>	Walton, Kimberly		Defendant	Civil	Closed	03/09/2005	03/10/2005
<a href="#">89D03-0103-SC-000538</a>	Walton, Kimberly		Defendant	Civil	Closed	03/14/2001	03/15/2001
<a href="#">89D03-9806-SC-001353</a>	Walton, Kimberly		Defendant	Civil	Closed	06/25/1998	01/14/1999
<a href="#">89D03-0712-IF-007738</a>	Walton, Kimberly A	03/18/1981	Defendant	Citation	Closed	12/06/2007	12/17/2007
<a href="#">89D02-2006-DC-000069</a>	Walton, Kimberly Ann		Respondent	Civil	Closed	06/09/2020	12/10/2020
<a href="#">89D03-0208-IF-005970</a>	Walton, Kimberly S	09/03/1966	Defendant	Citation	Closed	08/19/2002	09/30/2002
<a href="#">89D03-9306-SC-000948</a>	Walton, Kimberly S		Defendant	Civil	Closed	06/04/1993	03/17/1994
<a href="#">89D01-0402-MF-000021</a>	Walton, Kimberly Sue		Defendant	Civil	Closed	02/27/2004	06/28/2004
<a href="#">89D01-0307-MF-000064</a>	Walton, Kimberly Sue		Defendant	Civil	Closed	07/03/2003	09/16/2003

The data or information provided is based on information obtained from Indiana Courts, Clerks, Records, and Department of Revenue, and is not to be considered or used as an official record. Doxpop, LLC, the Division of State Court Administration, the Indiana Courts and Clerks of Court, the Indiana Recorders, and the Indiana Department of Revenue: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court, clerk, recorder or Department of Revenue.

Copyright © 2002-2024 Doxpop, Ilc. All Rights Reserved