



LIEN SEARCH PRODUCT COVER SHEET

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-00777	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	MICHAEL A LOWERY AND TERRY L LOWERY		
PROPERTY ADDRESS:	7201 S WILCOCKS PI		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

SEARCH INFORMATION

SEARCH DATE:	09/12/2024	EFFECTIVE DATE:	09/11/2024
NAME(S) SEARCHED:	MICHAEL A LOWERY AND TERRY L LOWERY		
ADDRESS/PARCEL SEARCHED:	7201 S WILCOCKS PI, TERRE HAUTE, IN 47802 / 84-09-19-476-007.000-003		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

MICHAEL A. LOWERY AND TERRY L. LOWERY, HUSBAND AND WIFE

COMMENTS:	
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VESTING DEED

DEED TYPE:	CORPORATE WARRANTY DEED	GRANTOR:	INDIANA STATE UNIVERSITY FEDERAL CREDIT UNION
DATED DATE:	06/14/1989	GRANTEE:	MICHAEL A. LOWERY AND TERRY L. LOWERY, HUSBAND AND WIFE
BOOK/PAGE:	418/979	RECORDED DATE:	07/05/1989
INSTRUMENT NO:	N/A		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2023	TAX YEAR:	2023
TAX AMOUNT:	\$490.34	TAX AMOUNT:	\$490.34
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$50,000.00
DATED DATE:	08/31/2009	RECORDED DATE	09/17/2009
INSTRUMENT NO:	2009012720	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	MICHAEL A. LOWERY AND TERRY L. LOWERY, HUSBAND AND WIFE		
LENDER:	ISU FEDERAL CREDIT UNION		
TRUSTEE:	N/A		
COMMENTS:			

FOR PREAMBLE	
CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE
ADDITIONAL NOTES	
LEGAL DESCRIPTION	
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN VIGO COUNTY, IN THE STATE OF INDIANA:</p> <p>LOT 245, PRAIRIE PARK, BEGINNING AT A POINT LOCATED 235.40 FEET WEST AND 1264.58 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH-EAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 WEST, VIGO COUNTY, INDIANA, THENCE WEST 237.00 FEET, THENCE SOUTH 110.00 FEET; THENCE EAST 237.00 FEET, THENCE NORTH 110 FEET TO THE POINT OF BEGINNING CONTAINING 0.60 ACRES.</p> <p>SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES 10 FEET OF EVEN WIDTH ACROSS THE ENTIRE WEST SIDE THEREOF.</p> <p>ALSO SUBJECT TO AN EASEMENT FOR ROADWAY PURPOSES 25 FEET OF EVEN WIDTH ACROSS THE ENTIRE NORTH AND EAST SIDES, ALSO THE FILLET OF A CIRCLE WITH A RADIUS OF 25 FEET LOCATED IN THE INTERSECTION OF THE SOUTH AND EAST SIDES OF SAID ROADWAY EASEMENT.</p> <p>ALSO GRANTED A ROADWAY EASEMENT OF 50 FEET IN WIDTH WHOSE CENTER-LINE IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED LOT NUMBER 245 AND THENCE WEST 580.00 FEET; THENCE SOUTH 410 FEET; THENCE WEST 217.80 FEET; THENCE SOUTHWESTERLY 100 FEET MORE OR LESS TO EXISTING COUNTY ROAD.</p> <p>ALSO,</p> <p>COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 WEST, THENCE RUNNING SOUTH 1545.58 FEET; THENCE WEST 235.4 FEET; THENCE NORTH 63.5 FEET TO THE PLACE OF BEGINNING. THENCE WEST 205 FEET; THENCE NORTH 95 FEET; THENCE EAST 205 FEET; THENCE SOUTH 95 FEET TO THE PLACE OF BEGINNING.</p> <p>SUBJECT TO A ROADWAY EASEMENT OF 25 FEET OF EVEN WIDTH ACROSS THE ENTIRE EAST SIDE THEREOF.</p> <p>ALSO SUBJECT TO A UTILITY EASEMENT OF 10.0 FEET OF EVEN WIDTH ACROSS THE ENTIRE WEST SIDE THEREOF.</p> <p>ALSO, A NONEXCLUSIVE EASEMENT FOR ROADWAY PURPOSES 50 FEET OF EVEN WIDTH WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WEST 815.40 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER AND RUNNING THENCE SOUTH 1685.58 FEET; THENCE WEST 217.80 FEET; THENCE SOUTHWESTERLY 100 FEET MORE OR LESS TO THE EXISTING COUNTY ROAD.</p>	

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID	84-09-19-476-007.000-003
Tax ID	84-09-19-476-007.000-003
Section Plat	19
Routing Number	
Neighborhood	102531 - HONEY CREEK
Property Address	7201 S Wilcocks PI Terre Haute, IN 47802
Legal Description	PRAIRIE PARK UNREC E PRT LOT 244 D-418/979 RD REC 8/365 19-11-9 LOTS 244-245 1.08 AC (Note: Not to be used on legal documents)
Acreage	1.08
Class	510 - Res 1 fam dwelling platted lot
Tax District/Area	003 - HONEY CREEK

[View Map](#)



Owner - Auditor's Office

Deeded Owner
Lowery Michael A & Terry L
7201 S Wilcocks PI
Terre Haute, IN 47802

Site Description - Assessor's Office

Topography	Level
Public Utilities	
Street or Road	Paved
Neigh. Life Cycle	Static
Legal Acres	1.08
Legal Sq Ft	47,045

Taxing Rate

2.4096

Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
HOMESITE			1.000			1.00	1.00		27,645.00	27,645.00	27,650.00		27,650.00
RESIDENTIAL EXCESS ACREAGE			0.080			1.00	2.82		4,147.00	11,695.00	940.00		940.00

Land Detail Value Sum 28,590.00

Residential Dwellings - Assessor's Office

Card 01

Residential Dwelling 1			
Occupancy			
Story Height	1.0		
Roofing	Material: Metal		
Attic	None		
Basement Type	None		
Basement Rec Room	None		
Finished Rooms	7		
Bedrooms	4		
Family Rooms	0		
Dining Rooms	0		
Full Baths	1; 3-Fixt.		
Half Baths	1; 2-Fixt.		
4 Fixture Baths	0; 0-Fixt.		
5 Fixture Baths	0; 0-Fixt.		
Kitchen Sinks	1; 1-Fixt.		
Water Heaters	1; 1-Fixt.		
Central Air	No		
Primary Heat	Other		
Extra Fixtures	0		
Total Fixtures	7		
Fireplace	No		
Features	None		
Porches and Decks	Masonry Stoop 25 CONCP 144		
Yd Item/Spc Fture/Outbldg			
WOOD FRAME 144 SF			
WOOD FRAME DETACHED GARAGE 576 SF			
1/17/2003			
Last Updated			
Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1844	1844
	Crawl	1460	0
	Total	1844	1844

Improvements - Assessor's Office

Card 01

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL	1		C-1	1976	1976	AV	0.00		0	1844	108820	35	0	138	100	97600
01	CONCP		WOOD FRAME	C	2003	2003	AV	0.00		0	12 x 12	770	22	0	138	0	800
02	DETGAR	15	WOOD FRAME	C	2016	2016	AV	31.78		28.28	24 x 24	16290	7	0	138	100	20900

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
4/15/2015	LOWERY MICHAELA & TERRY L	LOWERY MICHAELA & TERRY L	OWNER			\$0	\$0

Transfer Recording - Auditor's Office

Date	From	To	Instrument	Doc #
4/15/2015				OWNER

Valuation - Assessor's Office

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ	ANN ADJ
VALUATION	Land	\$28,600	\$28,600	\$28,600	\$27,700	\$27,500
(Assessed Value)	Improvements	\$119,300	\$113,100	\$98,900	\$95,600	\$94,800
	Total	\$147,900	\$141,700	\$127,500	\$123,300	\$122,300
VALUATION	Land	\$28,600	\$28,600	\$28,600	\$27,700	\$27,500
(True Tax Value)	Improvements	\$119,300	\$113,100	\$98,900	\$95,600	\$94,800
	Total	\$147,900	\$141,700	\$127,500	\$123,300	\$122,300

Deductions - Auditor's Office

Type	Description	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Over 65	Age - Over 65	\$14,000.00	\$14,000.00				
Homestead	Homestead Credit	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplemental HSC	\$37,120.00	\$28,560.00	\$27,195.00	\$26,845.00	\$26,075.00	\$24,920.00

Charges (2020-2024) - Auditor's Office

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$490.34	\$480.72	\$624.56	\$587.40	\$559.27
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$490.34	\$480.72	\$624.56	\$587.40	\$559.27
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$45.34	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$980.68	\$961.44	\$1,249.12	\$1,174.80	\$1,118.54
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$490.34)	(\$961.44)	(\$1,249.12)	(\$1,174.80)	(\$1,118.54)
= Total Due	\$490.34	\$0.00	\$0.00	\$0.00	\$0.00

Property History

Create Year	Date	Effective Date	Event	Related Tax ID #	Instrument Desc	Notes
2011	9/9/2015 12:01:00 PM	4/15/2015 12:00:00 AM	C	102-09-19-476-019		Instrument Type: To Deeded Owner: LOWERY MICHAELA A & TERRY L Mailing Name: LOWERY MICHAELA A & TERRY L Mailing Address: 7201 S WILCOCKS PLACE City: TERRE HAUTE State: IN Zip Code: 47802
2011	9/9/2015 12:01:00 PM	4/15/2015 12:00:00 AM	C2	102-09-19-476-019		Instrument Type: From Deeded Owner: LOWERY MICHAELA A & TERRY L

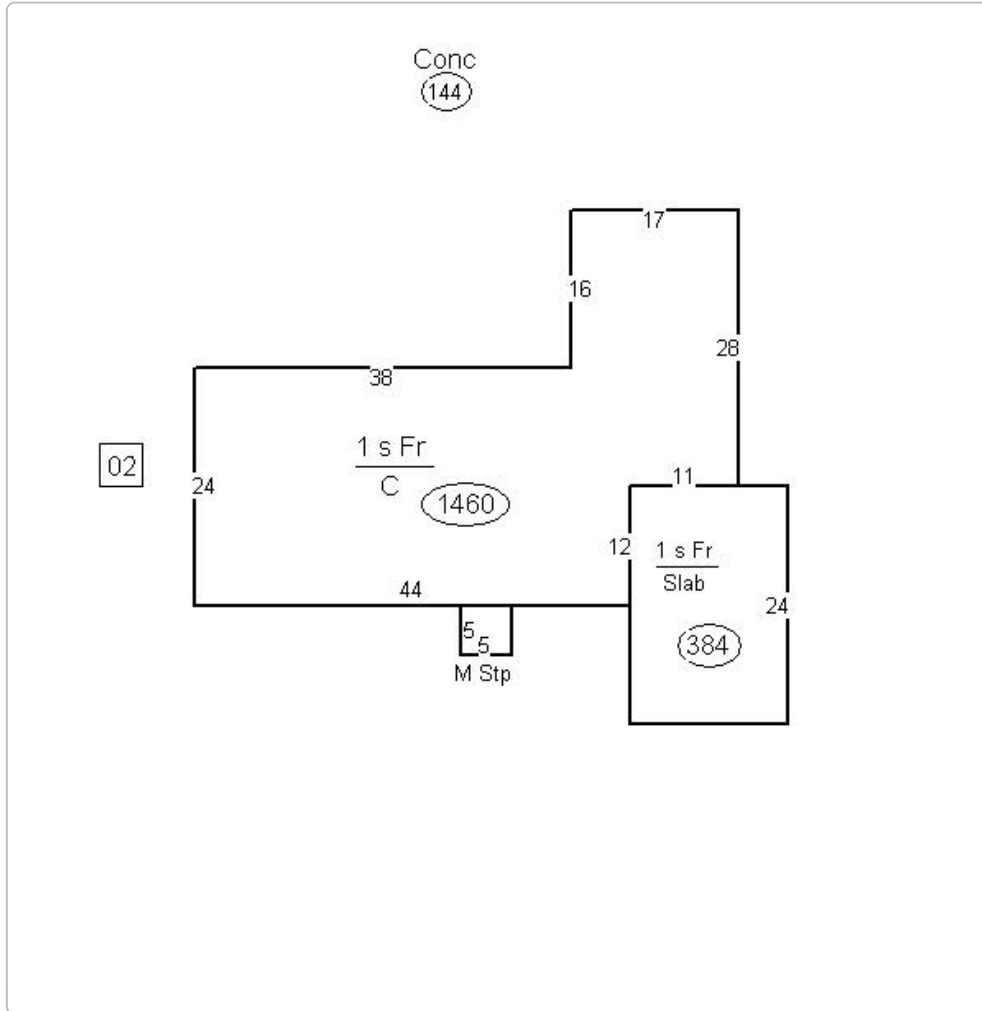
Payments (2020-2024) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2404951	3/20/2024	\$490.34
2022 Pay 2023	2371526	11/1/2023	\$480.72
2022 Pay 2023	2302189	4/17/2023	\$480.72
2021 Pay 2022	2262715	10/19/2022	\$624.56
2021 Pay 2022	2222447	5/4/2022	\$624.56
2020 Pay 2021	2175212	11/8/2021	\$587.40
2020 Pay 2021	2110250	5/3/2021	\$587.40
2019 Pay 2020	2069413	11/4/2020	\$559.27
2019 Pay 2020	2049706	5/11/2020	\$559.27

Photos - Assessor's Office



Sketches - Assessor's Office



Property Record Card

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

Form 11

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

Map



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

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 Schneider
 GEOSPATIAL

94-245 6798

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That Indiana State University Federal Credit Union ("Grantor"), a federal credit union association organized and existing under the laws of the United States of America, CONVEYS AND WARRANTS to Michael A. Lowery and Terry L. Lowery, husband and wife, of Vigo County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana:

Lot 245, Prairie Park. Beginning at a point located 235.40 feet West and 1264.58 feet South of the Northeast corner of the Southeast Quarter of Section 19, Township 11 North, Range 9 West, Vigo County, Indiana, thence West 237.00 feet, thence South 110.00 feet; thence East 237.00 feet, thence North 110 feet to the point of beginning containing 0.60 acres.

Subject to an easement for Utility purposes 10 feet of even width across the entire west side thereof.

Also subject to an easement for Roadway purposes 25 feet of even width across the entire North and East sides, also the fillet of a circle with a radius of 25 feet located in the intersection of the South and East sides of said roadway easement.

Also granted a Roadway Easement of 50 feet in width whose centerline is described as follows: Beginning at the Northeast corner of the above-described Lot Number 245 and thence West 580.00 feet; thence South 410 feet; thence West 217.80 feet; thence Southwest-erly 100 feet more or less to existing County Road.

ALSO,

Commencing at the Northeast corner of the Southeast Quarter of Section 19, Township 11 North, Range 9 West, thence running South 1545.58 feet; thence West 235.4 feet; thence North 63.5 feet to the place of beginning. Thence West 205 feet; thence North 95 feet; thence East 205 feet; thence South 95 feet to the place of beginning.

Subject to a roadway easement of 25 feet of even width across the entire East side thereof.

Also subject to a utility easement of 10.0 feet of even width across the entire West side thereof.

Also, a nonexclusive easement for roadway purposes 50 feet of even width whose centerline is described as follows: Beginning at a point West 815.40 feet from the Northeast corner of said Southeast Quarter and running thence South 1685.58 feet; thence West 217.80 feet; thence Southwesterly 100 feet more or less to the existing county road.

SUBJECT to taxes prorated from date of execution hereof.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

Grantor states that there is no Indiana Gross Income Tax due.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 14 day of June, 1989.

INDIANA STATE UNIVERSITY FEDERAL CREDIT
UNION

BY: Henry W. Longfield
Henry W. Longfield, President

ATTEST:

Barbara J. Lawrence
Barbara J. Lawrence, Secretary

DULY ENTERED FOR TAXATION

July 5 1989
Richard B. Thomas
Auditor Vigo County

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for and a resident of said County and State, personally appeared Henry W. Longfield and Barbara J. Lawrence, the President and Secretary, respectively of Indiana State University Federal Credit Union, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of June, 1989.

My Commission Expires:

Ramona K. Russell
RAMONA K. RUSSELL, Notary Public

~~RAMONA K. RUSSELL~~
~~NOTARY PUBLIC STATE OF INDIANA~~
~~VIGO COUNTY~~
~~MY COMMISSION EXPIRES 1-1-1992~~



This instrument was prepared by James A. Ball, attorney at law, Terre Haute, Indiana.

I.S.U. Federal Credit Union
318 Cherry Street
PO. Box 1524
Terre Haute, IN 47808-1524

RECEIVED FOR RECORD THE 5 DAY OF July 1989 AT 12:30 O'CLOCK P.M.
RECORD 418 PAGE 979 JUDITH ANDERSON, RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on 31 August 2009
The mortgagor is Michael A. Lowery and Terry L. Lowery
Husband and Wife

("Borrower"). This Security Instrument is given to ISU Federal Credit Union
which is organized and existing under the laws of Indiana and whose address is
PO BOX 9608, Terre Haute, IN 47808-9608 ("Lender").
Borrower has entered into a Credit Line Account Variable Interest Rate Home Equity Secured Open-End Credit
Agreement and Truth-In-Lending Disclosure ("Agreement") with Lender on 31 August 2009, under the
terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, an amount equal to the
Maximum Credit Limit (as defined therein) of
FIFTY THOUSAND AND XX / 100

Dollars (U.S. 50,000.00) ("Maximum Credit Limit"). This Agreement provides for monthly payments,
with the full debt, if not paid earlier, due and payable on 08/31/2024. This Security Instrument
secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances and
all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest,
advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender the following described property located in
VIGO County, Indiana:

See attached Legal

which has the address of 7201 S WILCOCKS PL
Indiana 47802 ("Property Address");
[Zip Code]

[Street]

TERRE HAUTE
[City]

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

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

Borrower and Lender covenant and agree as follows:

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's

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which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

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

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

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

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

10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

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

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

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

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

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

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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

Witnesses:

_____	_____ (Seal)
_____	-Borrower
_____	Michael A. Lowery _____ (Seal)
	-Borrower
_____	Terry L. Lowery _____ (Seal)
	-Borrower
	_____ (Seal)
	-Borrower

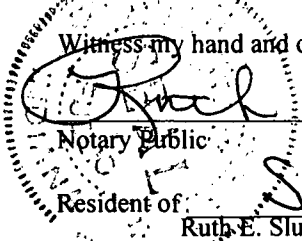
STATE OF INDIANA,

Vigo

County ss:

On this 31 day of August 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared MICHAEL A. LOWERY & TERRY L. LOWERY, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.


Ruth E. Sluder
Notary Public
Resident of Sullivan County, Indiana

My Commission expires: 07/20/2011

This instrument was prepared by: Christina Fenton

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.

Christina Fenton
Printed Name

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"EXHIBIT A"

PARCEL I

Lot Numbered Two Hundred Forty-five (245) in Prairie Park, Beginning at a point located 235.40 feet West and 1264.58 feet South of the Northeast corner of the Southeast Quarter of Section 19, Township 11 North, Range 9 West, Vigo County, Indiana; thence West 237.00 feet; thence South 110.00 feet; thence East 237.00 feet; thence North 110 feet to the point of beginning, containing 0.60 acres.

Also, granted a Roadway Easement of 50 feet in width whose centerline is described as follows: Beginning at the Northeast corner of the above described Lot Number 245 and thence West 580.00 feet; thence South 410 feet; thence West 217.80 feet; thence Southwesterly 100 feet, more or less to existing County Road.

PARCEL II

Also, Commencing at the Northeast corner of the Southeast Quarter of Section 19, Township 11 North, Range 9 West; thence running South 1545.58 feet; thence West 235.4 feet; thence North 63.5 feet to the place of beginning; thence West 205 feet; thence North 95 feet; thence East 205 feet; thence South 95 feet to the place of beginning.

Also, a nonexclusive easement for roadway purposes 50 feet of even width whose centerline is described as follows: Beginning at a point West 815.40 feet from the Northeast corner of said Southeast Quarter and running thence South 1685.58 feet; thence West 217.80 feet; thence Southwesterly 100 feet, more or less, to the existing County Road.

More commonly known as 7201 S. Wilcocks Place, Terre Haute, Indiana 47802.

Search Results for:

NAME: Lowery Terry (Super Search)



REGION: Vigo County, IN

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

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
2019007110	Vigo	07/08/2019	DEED : QUIT CLAIM DEED	LOWERY, TERRY Search Search LOWERY, MICHAEL Search LOWERY, TERRY Search FALLS, LESLIE see details for more	Search 19-11N-9W
2019009030	Vigo	08/23/2019	DEED : WARRANTY DEED	LOWERY, TERRY Search Search LOWERY, MICHAEL Search FALLS, LESLIE Search PARSON, DANIEL M	Search 19-11N-9W
2009012720	Vigo	09/17/2009	MORT : MORTGAGE	LOWERY, TERRY L Search Search LOWERY, MICHAEL A Search ISU FEDERAL CREDIT UNION	Search 19-11N-9W SE Search Lot 245 PRAIRIE PARK SUB
2009015429	Vigo	10/30/2009	DEED : SPECIAL WARRANTY DEED	LOWERY, TERRY L Search Search HOUSING AND URBAN DEVELOPMENT OF WASHINGTON Search LOWERY, MICHAEL A	Search 19-11N-9W SE
2011002764	Vigo	03/02/2011	DEED : SPECIAL CORP WARRANTY DEED	LOWERY, TERRY L Search Search FEDERAL HOME LOAN MORTGAGE CORP Search LOWERY, MICHAEL A	Search 19-11N-9W SE
2011004634	Vigo	04/07/2011	REL : MORTGAGE RELEASE	LOWERY, TERRY L Search Search LOWERY, MICHAEL A Search INDIANA STATE UNIVERSITY Search FEDERAL CREDIT UNION	
2014012169	Vigo	09/26/2014	DEED : WARRANTY DEED	LOWERY, TERRY L Search Search LOWERY, MICHAEL A Search CURRY, ASHLEY N	Search 19-11N-9W SE
Book 418, Page 979	Vigo		DEED : DEED	LOWERY, TERRY L Search Search INDIANA STATE UNIVERSITY Search FEDERAL CREDIT UNION Search LOWERY, MICHAEL A	

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Search Results for:

NAME: Lowery Michael (Super Search)



REGION: Vigo County, IN
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Showing 12 results

Filter:

Document Details	County	Date	Type	Party
Details	Vigo	07/08/2019	DEED : QUIT CLAIM DEED	LOWERY, MICHAEL
Details	Vigo	08/23/2019	DEED : WARRANTY DEED	LOWERY, MICHAEL
Details	Vigo	09/17/2009	MORT : MORTGAGE	LOWERY, MICHAEL A
Details	Vigo	10/30/2009	DEED : SPECIAL WARRANTY DEED	LOWERY, MICHAEL A
Details	Vigo	03/02/2011	DEED : SPECIAL CORP WARRANTY DEED	LOWERY, MICHAEL A
Details	Vigo	04/07/2011	REL : MORTGAGE RELEASE	LOWERY, MICHAEL A
Details	Vigo	09/26/2014	DEED : WARRANTY DEED	LOWERY, MICHAEL A
Details	Vigo	04/19/2024	DEED : QUIT CLAIM DEED	LOWERY, MICHAEL A
Details	Vigo		DEED : DEED	LOWERY, MICHAEL A
Details	Vigo	02/11/1997	ASGN : ASSIGN MORTGAGE	LOWERY, MICHAEL L
Details	Vigo	12/10/1997	MORT : MORTGAGE	LOWERY, MICHAEL L
Details	Vigo	01/28/2000	DEED : SHERIFF'S DEED	LOWERY, MICHAEL L

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Search Results for:

NAME: Lowery Michael (Super Search)



PARTY ROLE: Case Party
REGION: Vigo County, IN

Showing 33 results

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Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
84D01-2312-DN-008190	Lowery, Michael		Respondent	Civil	Closed	12/11/2023	02/22/2024
84D05-1505-SC-002810	Lowery, Michael		Defendant	Civil	Closed	05/07/2015	06/08/2015
84D05-1105-FB-001540	Lowery, Michael	07/30/1993	Defendant	Criminal	Closed	05/12/2011	03/21/2012
84E04-0005-SC-003494	Lowery, Michael		Defendant	Civil	Closed	05/08/2000	07/12/2000
84D03-8412-DR-001491	Lowery, Michael Anthony		Respondent	Civil	Closed	12/07/1984	05/23/1985
84C01-2102-JP-000198	Lowery, Michael D		Respondent	Civil	Open	02/11/2021	
84D04-2112-SC-007121	Lowery, Michael D		Defendant	Civil	Closed	12/08/2021	01/10/2022
84H01-1810-CM-002037	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	10/22/2018	01/31/2019
84H01-1802-CM-000174	LOWERY, MICHAEL D	07/30/1993	Defendant	Criminal	Closed	02/05/2018	02/07/2018
84D04-1708-F6-002519	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	08/10/2017	05/16/2018
84D05-1707-F6-002134	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	07/09/2017	06/11/2019
84D04-1704-F5-001127	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	04/11/2017	07/31/2019
84H01-1608-CM-001366	LOWERY, MICHAEL D	07/30/1993	Defendant	Criminal	Closed	08/29/2016	02/07/2018
84D04-1409-F6-002397	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	09/09/2014	05/16/2018
84H01-1309-CM-001598	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	09/11/2013	03/24/2014
84H01-1307-IF-006758	LOWERY, MICHAEL D	07/30/1993	Defendant	Citation	Closed	07/15/2013	03/24/2014
84D05-1109-FD-002945	Lowery, Michael D	07/30/1993	Defendant	Criminal	Closed	09/14/2011	03/21/2012
84D05-2110-F5-003427	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	10/06/2021	06/25/2024
84D05-2107-F6-002352	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	07/16/2021	06/25/2024
84D05-2107-MC-002315	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	07/13/2021	07/13/2021
84D05-2103-F6-000831	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	03/11/2021	06/25/2024
84H01-2011-CM-001535	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	11/18/2020	11/19/2020
84D05-2009-F5-003215	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	09/22/2020	06/25/2024
84H01-2006-CM-000879	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	06/22/2020	11/19/2020
84D05-2004-F5-001198	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	04/02/2020	06/25/2024
84D05-2001-F6-000309	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	01/23/2020	06/25/2024
84H01-1912-CM-002532	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	12/16/2019	11/19/2020
84D05-1910-F6-004009	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	10/15/2019	06/25/2024
84D05-1910-F6-004018	Lowery, Michael Deandre	07/30/1993	Defendant	Criminal	Closed	10/15/2019	06/24/2024

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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84D03-9906-CP-001044	Lowery, Michael L		Defendant	Civil	Closed	06/24/1999	08/25/1999
84D04-2008-SC-004395	Lowery, Micheal		Defendant	Civil	Closed	08/28/2020	09/21/2020
84D04-0101-QV-000315	Lowery, Mike		Defendant	Citation	Closed	01/30/2001	03/02/2001

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Search Results for:

NAME: Lowery Terry (Super Search)



PARTY ROLE: Case Party
REGION: Vigo County, IN

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Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
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