



**LIEN SEARCH
Product Cover Sheet**

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-IFC-01075	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	BRETT TAYLOR AND AMBER TAYLOR		
PROPERTY ADDRESS:	2308 FRANKLIN STREET, TERRE HAUTE, IN 47803		
CITY, STATE AND COUNTY:	TERRE HAUTE, INDIANA (IN) AND VIGO		

SEARCH INFORMATION

SEARCH DATE:	10/31/2024	EFFECTIVE DATE:	10/29/2024
NAME(S) SEARCHED:	BRETT TAYLOR AND AMBER TAYLOR		
ADDRESS/PARCEL SEARCHED:	2308 FRANKLIN STREET, TERRE HAUTE, IN 47803/ 84-06-26-327-004.000-002		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

BRETT J. TAYLOR
COMMENTS:

VESTING DEED

DEED TYPE:	SPECIAL WARRANTY DEED	GRANTOR:	FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
DATED DATE:	07/27/2011	GRANTEE:	BRETT J. TAYLOR
BOOK/PAGE:	N/A	RECORDED DATE:	08/03/2011
INSTRUMENT NO:	2011010335		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$396.19	TAX AMOUNT:	\$396.19
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$27,299.00
DATED DATE:	08/10/2020	RECORDED DATE	10/15/2020
INSTRUMENT NO:	2020013520	BOOK/PAGE:	N/A
OPEN-END/CLOSED-END:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	BRETT J. TAYLOR AND AMBER TAYLOR		
LENDER:	FIRST FINANCIAL BANK NA		
TRUSTEE:	N/A		
COMMENTS:			

FOR PREAMBLE

CITY/TOWNSHIP/PARISH:	CITY OF TERRE HAUTE
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ADDITIONAL NOTES

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LEGAL DESCRIPTION
THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN VIGO COUNTY, STATE OF INDIANA, TO-WIT: LOTS NUMBERS 14 AND 15 IN W.H. ROCKWOOD SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 9 WEST, IN THE CITY OF TERRE HAUTE, INDIANA, AS SHOWN BY THE RECORDED PLAT THEREOF RECORDED IN PLAT RECORD 14, PAGE 18, RECORDS OF RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

Vigo County, IN / City of Terre Haute

Summary - Assessor's Office

Parcel ID	84-06-26-327-004.000-002
Tax ID	84-06-26-327-004.000-002
Section Plat	26
Routing Number	
Neighborhood	118543 - HARRISON
Property Address	2308 Franklin St
	Terre Haute, IN 47803
Legal Description	W H ROCKWOOD SUB 2006015145 MISC 208/1191 26-12-9 LOTS 14-15
	(Note: Not to be used on legal documents)
Acreage	N/A
Class	510 - Res 1 fam dwelling platted lot
Tax District/Area	002 - HARRISON

[View Map](#)



Owner - Auditor's Office

Deeded Owner
Taylor Brett J
2308 Franklin St
Terre Haute, IN 47803

Site Description - Assessor's Office

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

Taxing Rate

4.6798

Land - Assessor's Office

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
FRONT LOT		89.000	0.000	89.000	125.000	0.00	0.98		103.00	100.94	8,980.00		8,980.00

Land Detail Value Sum 8,980.00

Residential Dwellings - Assessor's Office

Card 01
Residential Dwelling 1
Occupancy
Story Height 1.0
Roofing Material: Asphalt shingles
Attic None
Basement Type 1/2
Basement Rec Room None
Finished Rooms 6
Bedrooms 3
Family Rooms 0
Dining Rooms 0
Full Baths 1; 3-Fixt.
Half Baths 0; 0-Fixt.
4 Fixture Baths 0; 0-Fixt.
5 Fixture Baths 0; 0-Fixt.
Kitchen Sinks 1; 1-Fixt.
Water Heaters 1; 1-Fixt.
Central Air Yes
Primary Heat Central Warm Air
Extra Fixtures 0
Total Fixtures 5
Fireplace No
Features None
Porches and Decks Wood Deck 48
Enclosed Frame Porch 170
CONCP 250
Yd Item/Spc Fture/Outbldg WOOD FRAME DETACHED GARAGE 396 SF
WOOD FRAME UTILITY SHED 286 SF
Last Updated 11/12/2010

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	936	936
Concrete block	B	468	0
Total		1404	936

Improvements - Assessor's Office

Card 01

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Cost Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL	1		D+1	1954	1954	AV	0.00		0	936	83590	47	0	134	100	59400
04	DETGAR		WOOD FRAME	D	1954	1954	AV	37.28		21.23	18 x 22	8410	47	0	134	100	6000
05	UTLSHED		WOOD FRAME	D	1954	1954	AV	18.20		12.96	13 x 22	3710	65	0	134	100	1700

Transfer History - Assessor's Office

Date	Grantor	Grantee	Document #	Deed-Transaction Type	Transfer Type	Amount	Adjusted Sale Price
8/3/2011	FEDERAL NATIONAL MORTGAGE ASSOCIATIO	TAYLOR BRETT J	2011010335	Wa	S	\$22,500	\$22,500
11/18/2010	POWELL SHALAUNA & THOMAS HUNTER JT /	FEDERAL NATIONAL MORTGAGE ASSOCIATIO	2010015213	Sh	S	\$86,012	\$86,012
7/28/2006	BARROWS NATHALIE E	POWELL SHALAUNA & HUNTER THOMAS		WD	S	\$92,500	\$92,500
10/10/1997	BARROWS DUANE L & NATHALIE E	BARROWS NATHALIE E			S	\$0	\$0

Valuation - Assessor's Office

Assessment Year		01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Reason for Change		ANN ADJ	ANN ADJ	ANN ADJ	Misc	ANN ADJ
VALUATION	Land	\$9,000	\$9,000	\$9,000	\$8,800	\$8,700
(Assessed Value)	Improvements	\$67,100	\$63,800	\$58,100	\$52,900	\$59,000
	Total	\$76,100	\$72,800	\$67,100	\$61,700	\$67,700
VALUATION	Land	\$9,000	\$9,000	\$9,000	\$8,800	\$8,700
(True Tax Value)	Improvements	\$67,100	\$63,800	\$58,100	\$52,900	\$59,000
	Total	\$76,100	\$72,800	\$67,100	\$61,700	\$67,700

Deductions - Auditor's Office

Type	Description	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Homestead	Homestead Credit	\$42,660.00	\$39,360.00	\$36,240.00	\$39,720.00	\$39,000.00	\$37,500.00
Homestead	Supplemental HSC	\$11,376.00	\$9,184.00	\$8,456.00	\$9,268.00	\$9,100.00	\$8,750.00

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	\$396.19	\$365.54	\$335.29	\$368.67	\$362.11
+ Spring Penalty	\$0.00	\$0.00	\$16.76	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$396.19	\$365.54	\$335.29	\$368.67	\$362.11
+ 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	\$85.73	\$107.05	\$93.75	\$61.70	\$64.62
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$792.38	\$731.08	\$687.34	\$737.34	\$724.22
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$396.19)	(\$731.08)	(\$687.34)	(\$737.34)	(\$724.22)
= Total Due	\$396.19	\$0.00	\$0.00	\$0.00	\$0.00

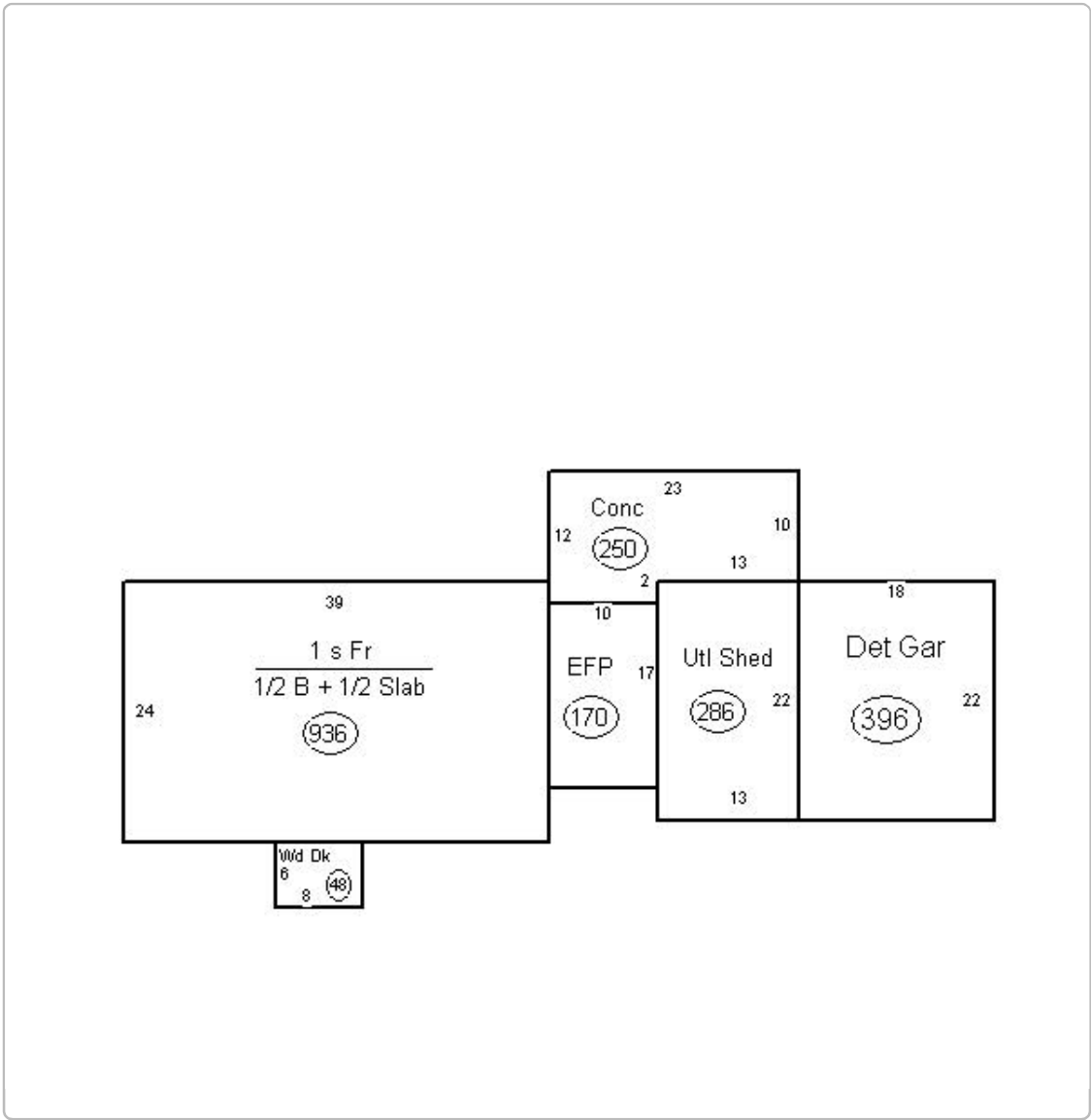
Payments (2020-2024) - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2449699	5/10/2024	\$396.19
2022 Pay 2023	2380533	11/8/2023	\$365.54
2022 Pay 2023	2339223	5/9/2023	\$365.54
2021 Pay 2022	2280841	11/7/2022	\$335.29
2021 Pay 2022	2255727	6/6/2022	\$352.05
2020 Pay 2021	2178802	11/9/2021	\$368.67
2020 Pay 2021	2125180	5/10/2021	\$368.67
2019 Pay 2020	2081605	11/10/2020	\$362.11
2019 Pay 2020	1992173	5/11/2020	\$362.11

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, Transfer Recording - Auditor's Office, Homestead Allocations - Assessor's Office, Property History, Exemptions - Auditor's Office.

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Developed by
SCHNEIDER
GEOSPATIAL

2308 Franklin St
Terre Haute, IN 47803

Taylor Brett J
2308 Franklin St
Terre Haute, IN 47803

Spring Due by 05/10/2024: \$0.00
Fall Due by 11/12/2024: \$396.19

\$396.19
Total Due ⓘ

Property Information

Tax Year/Pay Year	2023 / 2024	Homestead Credit Filed?	Yes
Parcel Number	84-06-26-327-004.000-002	Over 65 Circuit Breaker?	No
Duplicate Number	1046815	Legal Description	Note: Not to be used on legal documents W H ROCKWOOD SUB 2006015145 MISC 208/1191 26-12-9 LOTS 14-15
Property Type	Real	Section-Township-Range	26, 12, 09
Tax Unit / Description	2 - Terre Haute City Harrison Town	Parcel Acres	No Info
Property Class	RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT	Lot Number	14-1
Mortgage Company	None	Block/Subdivision	No info
TIF	None		

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$396.19	\$0.00	\$396.19
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$396.19	\$0.00	\$396.19
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$0.00	\$0.00	\$0.00
Late Fine:	\$0.00	\$0.00	\$0.00
20% Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00

	Tax Bill	Adjustments	Balance
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$0.00	\$0.00	\$0.00
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$85.73	\$0.00	\$85.73
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$792.38
Other Assess (+):			\$0.00
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$792.38
Receipts:			\$396.19
Total Due:			\$396.19
Surplus Transfer:			\$0.00
Account Balance:			\$396.19

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	05/10/2024	S	\$396.19	Lock Box Payment 5/9/2024 Check Nbr 9658	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2024	\$396.19	\$396.19	\$0.00	\$792.38	\$396.19
2023	\$365.54	\$365.54	\$0.00	\$731.08	\$731.08
2022	\$335.29	\$335.29	\$16.76	\$687.34	\$687.34
2021	\$368.67	\$368.67	\$0.00	\$737.34	\$737.34
2020					
2019					

Tax Overview

Current Tax Summary

Tax Summary Item	2023	2024
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$65,600	\$71,100
1b. Gross assessed value of all other residential property	\$0	\$0
1c. Gross assessed value of all other property	\$1,500	\$1,700
2. Equals total gross assessed value of property	\$67,100	\$72,800
2a. Minus deductions	(\$48,544)	(\$54,036)
3. Equals subtotal of net assessed value of property	\$18,556	\$18,764
3a. Multiplied by your local tax rate	4.5168	4.6798
4. Equals gross tax liability	\$838.13	\$878.11
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap	(\$107.05)	(\$85.73)
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$731.08	\$792.38

Assessed Values as of 01/01/2023

Land Value	\$9,000
Improvements	\$63,800

Exemptions / Deductions

Description	Amount
Homestead Credit	\$42,660.00
Supplemental HSC	\$11,376.00
Count: 2	\$54,036.00

Other Assessments

Assessment Name	Billing	Adjustments	Balance
No data			

History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
No data							

Transfer


Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
No data					



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

AUG 03 2011

Timothy M. Spence
VIGO COUNTY AUDITOR

2011010335 SWD \$21.00
08/03/2011 01:42:13P 3 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented


SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America, as hereinafter referred to as "Grantor", for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey to Brett J. Taylor, hereinafter referred to as "Grantee", the following described real estate located in Vigo County, State of Indiana, to-wit:

LOTS NUMBERS 14 AND 15 IN W.H. ROCKWOOD SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 9 WEST, IN THE CITY OF TERRE HAUTE, INDIANA, AS SHOWN BY THE RECORDED PLAT THEREOF RECORDED IN PLAT RECORD 14, PAGE 18, RECORDS OF RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

More commonly known as: 2308 Franklin Street, Terre Haute, IN 47803.
Parcel #: 84-06-26-327-004.000-002

Subject to taxes for the year 2010 due and payable in May and November, 2011, and thereafter, and subject also to easements and restrictions of record.

TO HAVE AND TO HOLD said premises with the appurtenances thereto, and all rents, issues and profits thereof to the said Grantee, its successors and assigns, forever. And the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that the said premises are free and clear from all encumbrances whatsoever, by, from, through or under the said Grantor, except current taxes and assessments due and payable in May and November, 2011 and thereafter, and easements and restrictions of record, and that the said Grantor will forever warrant and

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defend the same, with the appurtenances thereunto belonging, unto said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, from, through or under the said Grantor, except as stated above.

The undersigned person executing this Deed on behalf of said Grantor corporation represents and certifies that that he/she has been duly empowered and authorized by proper Resolution of the Board of Directors of said corporation to execute and deliver this Deed, that the Grantor corporation 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.

IN WITNESS WHEREOF, the said Fannie Mae A/K/A Federal National Mortgage Association has caused this deed to be executed this 27 day of July, 2011

Fannie Mae A/K/A Federal National Mortgage Association



SIGNATURE

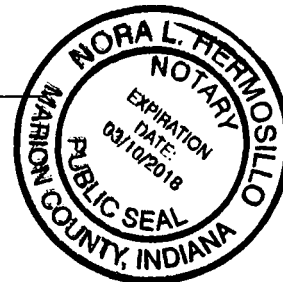
By Barry T. Barnes, Partner
Feiwell & Hannoy, P.C. Attorneys in Fact for
Fannie Mae A/K/A Federal National Mortgage Association
under Power of Attorney recorded April 7, 2009
as Instrument No. 2009004175

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Barry T. Barnes of Feiwell & Hannoy, P.C. as POA for Fannie Mae A/K/A Federal National Mortgage Association, who acknowledged the execution of the foregoing Special Warranty Deed, and who, having been duly sworn, stated that the representations therein contained are true and correct, to the best of his knowledge, information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 27 day of July, 2011.

Nora L. Hermosillo
Notary Public



My Commission Expires: _____
My County of Residence: _____

Mail Tax Statements:

Brett J. Taylor

Mailing Address: 2308 Franklin St.
Terre Haute, IN 47803

Grantee's Address:

2308 Franklin St.
Terre Haute, IN 47803

This instrument prepared by Barry T. Barnes, Attorney at Law.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Jennifer D. Sherrill
Printed: _____

Jennifer D. Sherrill

Return original deed to Statewide Title Company, Inc., Escrow Dept., 6525 East 82nd Street, Suite 110, Indianapolis, IN 46250.
(11000389)

2020013520 MTG \$55.00
10/15/2020 08:41:39AM 14 PGS
Stacey M. Todd
Vigo County Recorder IN
Recorded as Presented



RECORDATION REQUESTED BY:

First Financial Bank NA
Springhill Banking Center
4500 South US Highway 41
Terre Haute, IN 47802

WHEN RECORDED MAIL TO:

First Financial NA
Installment Department
PO Box 2122
Terre Haute, IN 47802-0122

SEND TAX NOTICES TO:

BRETT J. TAYLOR
AMBER TAYLOR
2308 FRANKLIN ST
TERRE HAUTE, IN 47803-2940

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$27,299.00.

THIS MORTGAGE dated August 18, 2020, is made and executed between BRETT J. TAYLOR, whose address is 2308 FRANKLIN ST, TERRE HAUTE, IN 47803-2940 and AMBER TAYLOR, whose address is 2308 FRANKLIN ST, TERRE HAUTE, IN 47803-2940 (referred to below as "Grantor") and First Financial Bank NA, whose address is 4500 South US Highway 41, Terre Haute, IN 47802 (street or rural route address: 1401 South 3rd Street, PO Box 2122, Terre Haute, IN 47802) (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in VIGO County, State of Indiana:

LOTS NUMBER 14 AND 15 IN W.H. ROCKWOOD SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 9 WEST, IN THE CITY OF TERRE HAUTE,

**MORTGAGE
(Continued)**

Page 2

INDIANA, AS SHOWN BY THE RECORDED PLAT THEREOF RECORDED IN PLAT RECORD 14, PAGE 18, RECORDS OF THE RECORDER'S OFFICE OF VIGO COUNTY, INDIANA.

The Real Property or its address is commonly known as 2308 FRANKLIN ST, TERRE HAUTE, IN 47803. The Real Property tax identification number is 84-06-26-327-004.000-002.

As more fully described in this mortgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly

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sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a

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good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in

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addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. Grantor hereby appoints Lender as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. With respect to any Grantor who also is personally liable on the Note, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisal laws.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid.

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Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Indiana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Vigo County, State of Indiana.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found

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to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means BRETT J. TAYLOR and AMBER TAYLOR and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means BRETT J. TAYLOR and AMBER TAYLOR.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Financial Bank NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

**MORTGAGE
(Continued)**

Page 11

Note. The word "Note" means the promissory note dated August 18, 2020, in the original principal amount of \$27,299.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 22, 2030.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.


Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

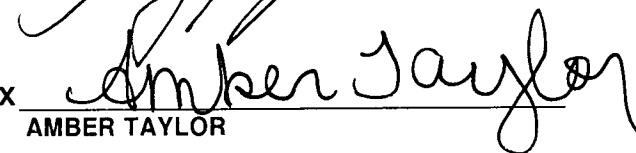
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

GRANTOR:

x 
BRETT C. TAYLOR

x 
AMBER TAYLOR

MORTGAGE
(Continued)

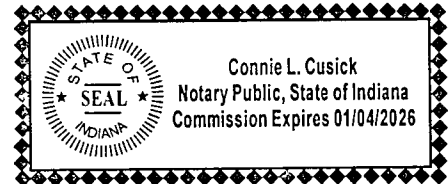
Page 12

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN

COUNTY OF Vigo

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **BRETT J. TAYLOR and AMBER TAYLOR**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of August, 2020.

By Connie L. Cusick

Residing at Vigo County

Notary Public in and for the State of IN

My commission expires 1-4-2026

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 (JENNIFER BRAUN, HOME EQUITY LOAN PROCESSOR).

This Mortgage was prepared by: JENNIFER BRAUN, HOME EQUITY LOAN PROCESSOR

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: First Financial Bank NA

NMLSR ID: 401915

Individual: Connie L Cusick

NMLSR ID: 479685

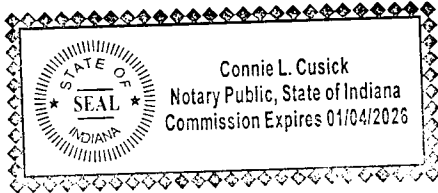
EXECUTED AND DELIVERED in my presence:

Kim Stephenson
Witness' Signature

Kim Stephenson
Witness' Printed Name

Before me, a Notary Public in and for said County and State, personally appeared witness
Kim Stephenson who acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal this 18th day of August 2020.



Connie L. Cusick

Notary Public

County of Residence: Vigo

Expiration Date: 1-4-2026

Commission Number: 708956

EXECUTED AND DELIVERED in my presence:

Becky McKee

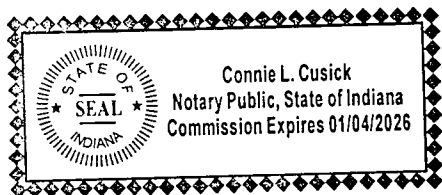
Witness' Signature

Becky McKee

Witness' Printed Name

Before me, a Notary Public in and for said County and State, personally appeared witness
Becky McKee who acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal this 18th day of August 2020.



Connie L. Cusick

Notary Public

County of Residence: Vigo

Expiration Date: 1-4-2026

Commission Number: 708956

Search Results for:

NAME: Taylor, Amber (Super Search)



REGION: Vigo County, IN

DOCUMENTS VALIDATED THROUGH: 10/29/2024 2:05 PM

Showing 5 results

Filter:

Document Details	County	Date	Type	Name	Legal
2018012447	Vigo	11/26/2018	DEED : WARRANTY DEED	TAYLOR, AMBER N Search Search STONE FINANCING LLC Search TAYLOR, BRENT J	Search Lot 293 EDGEWOOD GROVE
2018012448	Vigo	11/26/2018	MORT : MORTGAGE	TAYLOR, AMBER N Search Search TAYLOR, BRETT J Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RUOFF MORTGAGE COMPANY INC	Search Lot 293 EDGEWOOD GROVE
2019013547	Vigo	12/16/2019	DEED : WARRANTY DEED	TAYLOR, AMBER N Search Search TAYLOR, BRETT J Search MCQUEEN, DEBORAH JANE	Search Lot 293 EDGEWOOD GROVE
2019014100	Vigo	12/31/2019	REL : MORTGAGE RELEASE	TAYLOR, AMBER N Search Search TAYLOR, BRETT J Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RUOFF MORTGAGE COMPANY INC	
2020013520	Vigo	10/15/2020	MORT : MORTGAGE	TAYLOR, AMBER Search Search TAYLOR, BRETT J Search FIRST FINANCIAL BANK NA	Search Lot 14-15 W H ROCKWOODS SUB

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Search Results for:

NAME: TAYLOR, BRETT J
REGION: Vigo County, IN
DOCUMENTS VALIDATED THROUGH: 10/29/2024 2:05 PM

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
2011010335	Vigo	08/03/2011	DEED : SPECIAL WARRANTY DEED	TAYLOR, BRETT J Search Search FANNIE MAE	see details
2017008915	Vigo	09/05/2017	MORT : MORTGAGE	TAYLOR, BRETT J Search Search FIRST FINANCIAL BANK	Search Lot 14 W H ROCKWOODS SUB Search Lot 15 W H ROCKWOODS SUB
2018012448	Vigo	11/26/2018	MORT : MORTGAGE	TAYLOR, BRETT J Search Search TAYLOR, AMBER N Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RUOFF MORTGAGE COMPANY INC	Search Lot 293 EDGEWOOD GROVE
2019013547	Vigo	12/16/2019	DEED : WARRANTY DEED	TAYLOR, BRETT J Search Search TAYLOR, AMBER N Search MCQUEEN, DEBORAH JANE	Search Lot 293 EDGEWOOD GROVE
2019014100	Vigo	12/31/2019	REL : MORTGAGE RELEASE	TAYLOR, BRETT J Search Search TAYLOR, AMBER N Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RUOFF MORTGAGE COMPANY INC	
2020010753	Vigo	08/20/2020	BOND : BOND	TAYLOR, BRETT JAMES Search Search VIGO CO PUBLIVC LIBRARY TREASURER Search OHIO CASUALTY INSURANCE COMPANY	
2020013520	Vigo	10/15/2020	MORT : MORTGAGE	TAYLOR, BRETT J Search Search TAYLOR, AMBER Search FIRST FINANCIAL BANK NA	Search Lot 14-15 W H ROCKWOODS SUB

Document Details	County	Date	Type	Name	Legal
2020013574	Vigo	10/15/2020	REL : MORTGAGE RELEASE	TAYLOR, BRETT J Search Search FIRST FINANCIAL BANK	

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Search Results for:

NAME: TAYLOR, BRETT (Super Search)



REGION: Vigo County, IN

DOCUMENTS VALIDATED THROUGH: 10/29/2024 2:05 PM

Showing 8 results

Filter:

Document Details	County	Date	Type	Name	Legal
2011010335	Vigo	08/03/2011	DEED : SPECIAL WARRANTY DEED	TAYLOR, BRETT J Search Search FANNIE MAE	see details
2017008915	Vigo	09/05/2017	MORT : MORTGAGE	TAYLOR, BRETT J Search Search FIRST FINANCIAL BANK	Search Lot 14 W H ROCKWOODS SUB Search Lot 15 W H ROCKWOODS SUB
2018012448	Vigo	11/26/2018	MORT : MORTGAGE	TAYLOR, BRETT J Search Search TAYLOR, AMBER N Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS Search RUOFF MORTGAGE COMPANY INC	Search Lot 293 EDGEWOOD GROVE
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2020013520	Vigo	10/15/2020	MORT : MORTGAGE	TAYLOR, BRETT J Search Search TAYLOR, AMBER Search FIRST FINANCIAL BANK NA	Search Lot 14-15 W H ROCKWOODS SUB
2020013574	Vigo	10/15/2020	REL : MORTGAGE RELEASE	TAYLOR, BRETT J Search Search FIRST FINANCIAL BANK	

Document Details	County	Date	Type	Name	Legal
2020010753	Vigo	08/20/2020	BOND : BOND	TAYLOR, BRETT JAMES Search Search VIGO CO PUBLIVC LIBRARY TREASURER Search OHIO CASUALTY INSURANCE COMPANY	

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Search Results for:

NAME: Taylor, Amber (Super Search)



PARTY ROLE: Case Party
REGION: Vigo County, IN

Showing 11 results						Filter: <input type="text"/>	
Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
84D05-0605-SC-004103	Owens (Taylor), Amber		Defendant	Civil	Closed	05/26/2006	10/04/2006
84H01-1511-CM-001788	Taylor, Amber		Defendant	Criminal	Closed	11/16/2015	03/03/2016
84D04-0802-SC-002318	Taylor, Amber		Defendant	Civil	Closed	02/28/2008	03/31/2008
84C01-0408-RS-000109	Taylor, Amber		Petitioner	Civil	Closed	08/12/2004	08/12/2004
84D03-0803-FD-000777	Taylor, Amber D	12/22/1981	Defendant	Criminal	Closed	03/03/2008	04/30/2009
84D04-0208-FD-002142	Taylor, Amber D N	12/22/1981	Defendant	Criminal	Closed	08/09/2002	11/19/2002
84D04-0208-MC-002129	Taylor, Amber D N		Defendant	Criminal	Closed	08/07/2002	08/09/2002
84H01-1503-IF-002017	Taylor, Amber I	05/18/1994	Defendant	Citation	Closed	03/19/2015	08/18/2015
84H01-1410-CM-001620	Taylor, Amber I	05/18/1994	Defendant	Criminal	Closed	10/06/2014	04/08/2015
84D01-1305-CC-004458	Taylor, Amber J		Defendant	Civil	Closed	05/17/2013	10/25/2013
84D02-0809-DR-010887	Wilson (Taylor), Amber		Respondent	Civil	Closed	09/23/2008	12/07/2021

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Search Results for:

NAME: Taylor, Brett (Super Search)



PARTY ROLE: Case Party
REGION: Vigo County, IN

Showing 5 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
84D02-1106-GU-004766	Taylor, Brett		Guardian	Civil	Closed	06/02/2011	06/15/2011
84H01-1112-IF-012389	Taylor, Brett J	11/26/1990	Defendant	Citation	Closed	12/20/2011	01/19/2012
84D03-1109-GU-008643	Taylor, Brett J		Petitioner	Civil	Closed	09/23/2011	12/16/2011
84D02-1106-GU-004766	Taylor, Brett J		Petitioner	Civil	Closed	06/02/2011	06/15/2011
84D02-1106-GU-004766	Taylor, Brett J		Interested Person	Civil	Closed	06/02/2011	06/15/2011

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