



## LIEN SEARCH Product Cover Sheet

### ORDER INFORMATION

FILE/ORDER NUMBER:	LL-NCU-00827	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	ANDREW COMBS		
PROPERTY ADDRESS:	1717 W COUNTRY CLUB RD		
CITY, STATE AND COUNTY:	CONNERSVILLE, INDIANA (IN) AND FAYETTE		

### SEARCH INFORMATION

SEARCH DATE:	09/16/2024	EFFECTIVE DATE:	09/13/2024
NAME(S) SEARCHED:	ANDREW COMBS		
ADDRESS/PARCEL SEARCHED:	1717 W COUNTRY CLUB RD, CONNERSVILLE, IN 47331/ 21-05-26-107-026.000-003		

### ASSESSMENT INFORMATION

COMMENTS:	
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### CURRENT OWNER VESTING

ANDREW COMBS, A SINGLE PERSON
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COMMENTS:	
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### VESTING DEED

DEED TYPE:	QUITCLAIM DEED	GRANTOR:	SHELBY COMBS, A SINGLE PERSON
DATED DATE:	09/13/2024	GRANTEE:	ANDREW COMBS, A SINGLE PERSON
BOOK/PAGE:	N/A	RECORDED DATE:	09/13/2024
INSTRUMENT NO:	202402483		
COMMENTS:			

### VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	KYLE D. ROBINSON
DATED DATE:	05/03/2017	GRANTEE:	ANDREW C. COMBS AND SHELBY COMBS, HUSBAND AND WIFE
BOOK/PAGE:	116/824	RECORDED DATE:	05/08/2017
INSTRUMENT NO:	201700001248		
COMMENTS:			

### CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:		TAX YEAR:	
TAX AMOUNT:		TAX AMOUNT:	
TAX STATUS:		TAX STATUS:	
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:	\$130,227.00
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DATED DATE:	03/06/2020	RECORDED DATE	03/18/2020
INSTRUMENT NO:	202000914	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	
BORROWER:	ANDREW C COMBS AND SHELBY COMBD, HUSBAND AND WIFE		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC		
TRUSTEE:	N/A		
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:	MEDIATED DECREE OF DISSOLUTION OF MARRIAGE, WAIVER OF FINAL HEARING, AND FINAL SETTLEMENT AGREEMENT	BOOK/PAGE:	N/A
DATED DATE:	02/09/2024	INSTRUMENT NO.	202400384
REC DATE:	02/20/2024	COUNTY:	FAYETTE
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF FAYETTE		
ADDITIONAL NOTES			
LEGAL DESCRIPTION			
THE NORTH HALF OF LOT NUMBER TWENTY-SIX (26) AS SHOWN AND NUMBERED ON THE CERTAIN PLAT OF BUILDING LOTS KNOWN AS "HOME ACRES", WHICH PLAT IS RECORDED IN PLAT RECORD NO. 2, ON PAGE 52, OF THE PLAT RECORD IN THE OFFICE OF THE RECORDER OF FAYETTE COUNTY, INDIANA, SUBJECT TO ALL LEGAL HIGHWAYS.			

DULY ENTERED FOR  
TAXATION  
Subject to Final Acceptance for Transfer

SEP 13 2024

*Glenn E. Downard*  
Auditor, Fayette County

202402483 QUIT CLAIM \$25.00  
09/13/2024 01:10:16P 5 PGS  
Lisa Witt  
Fayette County Recorder IN  
Recorded as Presented



**Prepared By:**  
Andrew Combs

**After Recording Return To:**  
1717 West Country Club Road  
Connersville, Indiana 47331

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

## QUITCLAIM DEED

On August 13, 2024 THE GRANTOR(S),

Shelby Combs ("Grantor"), a single person

for and in consideration of: One Dollar (\$1.00) and/or other good and valuable consideration  
conveys, releases and quitclaims to the GRANTEE(S):

Andrew Combs, ("Grantee") a single person, residing at 1717 West Country Club Road,  
Connersville, Fayette County, Indiana 47331

the following described real estate, situated in Connersville, in the County of Fayette, State of  
Indiana

The legal description is: See attached *Exhibit A*

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

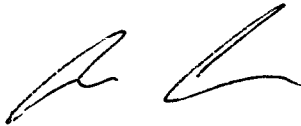
This transfer is an assumption of the property after a divorce. The property is currently in both parties names and this serves to remove one party.

Tax Parcel Number: 21-05-26-107-026.000-003

Mail Tax Statements To:  
Andrew Combs  
1717 West Country Club Road  
Connersville, Indiana 47331

**[SIGNATURE PAGE FOLLOWS]**

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

Two handwritten signatures in black ink, one appearing to be 'A' and the other 'L'.

**Grantor Signatures:**

DATED: 8/13/2024

Shelby Combs

Shelby Combs

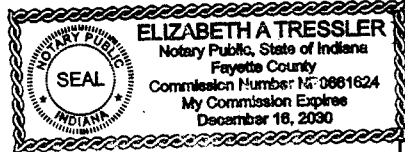
737 Maple Street

Connersville, Indiana, 47331

STATE OF INDIANA, COUNTY OF FAYETTE, ss:

This instrument was acknowledged before me on this 13 day of August, 2024  
\_\_\_\_\_ by Shelby Combs.

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.



Elizabeth A. Tressler  
Notary Public

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

My commission expires 12/16/2030

## EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

**The North Half of Lot Number Twenty-six (26) as shown and numbered on the Certain Plat of building lots known as "Home Acres", which plat is recorded in Plat Record No. 2, on page 52, of the Plat Record in the Office of the Recorder of Fayette County, Indiana, subject to all legal highways.**

DULY ENTERED FOR  
TAXATION  
Subject to Final Acceptance for Transfer

MAY 08 2017

*Jane E. Downard*  
Auditor, Fayette County

201700001248  
Filed for Record in  
FAYETTE COUNTY, IN  
RUTH NUTTY, RECORDER  
05-08-2017 At 02:38 pm.  
WARRANTY D 18.00  
OR Book 116 Page 824 - 825

Instrument Book Page  
201700001248 OR 116 824

### WARRANTY DEED

This Indenture Witnesseth: That Kyle D. Robinson, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to Andrew C. Combs and Shelby Combs, husband and wife, the following described real estate situate in the City of Connersville, County of Fayette and State of Indiana, to-wit:

The North Half of Lot Number Twenty-six (26) as shown and numbered on the Certain Plat of building lots known as "Home Acres", which plat is recorded in Plat Record No. 2, on page 52, of the Plat Record in the Office of the Recorder of Fayette County, Indiana, subject to all legal highways.

Parcel No. 21-05-26-107-026.000-003  
Known as: 1717 Country Club Road, Connersville, IN 47331

This conveyance is made subject to the taxes assessed on said real estate due and payable in November 2017 and thereafter, which said taxes Grantees herein assume and agree to pay.

Grantees are to have possession of hereinbefore described real estate on day of closing.

This conveyance is further made subject to all conditions, restrictions, easements, limitations, zoning restrictions and rights-of-way of record.

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

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal,  
this 3 day of May, 2017.

  
\_\_\_\_\_  
Kyle D. Robinson



*otsego*  
STATE OF MICHIGAN, COUNTY OF ANTRIM, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this date personally appeared Kyle D. Robinson and he acknowledged the execution of the foregoing Deed.

WITNESS my hand and Notarial Seal this 3rd day of May, 2017.

My Commission Expires:  
03-25-2022

Holly Franckowiak  
Notary Public

This instrument was prepared by Peter D. Shaw, Attorney at Law, 124 West Sixth Street, Connersville, Indiana, 47331. (765) 825-3161 or (765) 825-4191.

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.

LINDA J. HENDERSON

Mail Tax Statements to:

Andrew C. & Shelby Combs  
1717 W. Country CLUB RD  
CONNERSVILLE IN 47331

Holly Franckowiak  
Notary Public  
Otsego County, Michigan  
My Commission Expires: 3/25/2022

202000914 MORTGAGE \$55.00  
03/18/2020 01:40:16P 13 PGS  
Ruth Nutty  
Fayette County Recorder IN  
Recorded as Presented



When recorded, return to:  
Indecom Global Services,  
Attn: Post-Closing  
Mail Stop: FD-BV-3902  
1260 Energy Lane  
St. Paul, MN 55408

Recording Requested by and Return to  
Visionet  
183 Industry Drive  
Pittsburgh, PA 15275

11724497

Title Order No.: OS3290-20001667  
Escrow No.: OS3290-20001667  
LOAN #: 7440232953

[Space Above This Line For Recording Data]

CASE #: 26-26-6-0779893

## MORTGAGE

MIN 1010298-0000238282-4

MERS PHONE #: 1-888-679-6377

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **March 6, 2020**, together with all Riders to this document.

(B) "Borrower" is **ANDREW C COMBS AND SHELBY COMBS, HUSBAND AND WIFE.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. MERS telephone number is (888) 679-MERS.

(D) "Lender" is **Lakeview Loan Servicing, LLC.**

Lender is a **Limited Liability Corporation,**  
**Delaware.**  
**Boulevard, MS5-251, Coral Gables, FL 33146.**

organized and existing under the laws of  
Lender's address is **4425 Ponce De Leon**



(E) "Note" means the promissory note signed by Borrower and dated **March 6, 2020**. The Note states that Borrower owes Lender **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED TWENTY SEVEN AND NO/100\*** \*\*\*\*\* Dollars (U.S. **\$130,227.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2046**.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the **County** [Type of Recording Jurisdiction] of **Deeatur Fayette**

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**

**APN #: 21-05-26-107-026.000-003**

which currently has the address of **1717 W COUNTRY CLUB RD, Connersville,**

[Street] [City]

Indiana **47331-1003**

("Property Address"):

[Zip Code]

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



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

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

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

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

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

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

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

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



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

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

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

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

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

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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



If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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



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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

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

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security



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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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





insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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



LOAN #: 7440232953

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

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Andrew C Combs  
ANDREW C COMBS

3/6/2020 (Seal)  
DATE

Shelby Combs  
SHELBY COMBS

3/6/2020 (Seal)  
DATE

State of INDIANA

County of ~~CONNEERSVILLE~~ SS:  
FAYETTE ~~KS~~

Before me the undersigned, a Notary Public for Wayne (Notary's  
county of residence) County, State of Indiana, personally appeared ANDREW C COMBS AND SHELBY  
COMBS, (name of signer), and acknowledged the execution of this instrument this 6th day of MARCH, 2020.

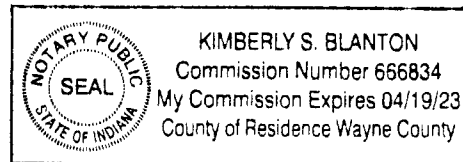
My commission expires: \_\_\_\_\_

[Signature]  
(Notary's signature)

County of residence: \_\_\_\_\_

\_\_\_\_\_  
(Printed/typed name), Notary Public

Lender: Lakeview Loan Servicing, LLC  
NMLS ID: 391521  
Loan Originator: Thomas Howard Conway  
NMLS ID: 437371



LOAN #: 7440232953

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.

 3/12/20

THIS DOCUMENT WAS PREPARED BY:  
LAKEVIEW LOAN SERVICING, LLC  
4425 PONCE DE LEON BOULEVARD, MS5-251  
CORAL GABLES, FL 33146



LOAN #: 7440232953  
CASE #: 26-26-6-0779893  
MIN: 1010298-0000238282-4

## VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 6th day of March, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Lakeview Loan Servicing, LLC, a Limited Liability Corporation

(herein "Lender")  
and covering the Property described in the Security Instrument and located at  
1717 W COUNTRY CLUB RD  
Connersville, IN 47331-1003

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

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

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

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

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

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

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans




LOAN #: 7440232953


Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

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

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

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

  
\_\_\_\_\_  
ANDREW C COMBS  
3/6/2024 (Seal)  
DATE

  
\_\_\_\_\_  
SHELBY COMBS  
3/6/2020 (Seal)  
DATE

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

Ellie Mae, Inc.

Page 2 of 2

Initials: 

P8751ASR 0311

P8751ASR (CLS)

03/03/2020 09:16 AM PST



**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Connersville, County of Fayette, State of IN, and is described as follows:

The North Half of Lot Number Twenty-six (26) as shown and numbered on the Certain Plat of building lots known as "Home Acres", which Plat is recorded in Plat Record No. 2, on Page 52, of the Plat Record in the Office of the Recorder of Fayette County, Indiana.

Being the same property conveyed from Kyle D. Robinson to Andrew C. Combs and Shelby Combs, husband and wife by deed dated May 3, 2017 and recorded May 8, 2017 as Instrument Number 201700001248, of official records.

APN: 21-05-26-107-026.000-003



STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF FAYETTE    )

IN THE FAYETTE CIRCUIT COURT

CAUSE NO. 21C01-2210-DC-000582

IN RE THE MARRIAGE OF

SHELBY COMBS,  
    Petitioner and Mother,

and

ANDREW C. COMBS,  
    Respondent and Father.

**MEDIATED DECREE OF DISSOLUTION OF MARRIAGE,  
WAIVER OF FINAL HEARING, AND FINAL SETTLEMENT AGREEMENT**

This cause was submitted to the Court by waiver of final hearing ("the Waiver") under Ind. Code 31-15-2-13, having been set for trial more than sixty (60) days after the filing of the petition for dissolution of marriage ("the Petition"). The Court NOW FINDS as follows:

- (a) The jurisdictional allegations of the Petition are true.
- (b) The residency requirements of Ind. Code 31-15-2-6 have been proven.
- (c) The existing marital relationship is irretrievably broken and should be dissolved.
- (d) The parties have waived the right to a final hearing pursuant to Ind. Code 31-15-2-13.

The Court FURTHER FINDS that the parties have entered into the following written Final Settlement Agreement and Waiver of Final Hearing ("the Agreement"):

**MEDIATED FINAL SETTLEMENT AGREEMENT AND WAIVER OF FINAL HEARING**

Shelby Combs, in person and by counsel, and Andrew Combs, in person and by counsel, and pursuant to Ind. Code 31-15-2-17, appear for mediation and agree, subject to the Court's approval, enter into this Final Settlement Agreement and Waiver of Final Hearing ("Agreement") which is made and entered into by and between Shelby Combs, Petitioner ("Mother"), and Andrew Combs, Respondent ("Father").

## **RECITALS**

**WHEREAS**, the Parties were legally married on May 26, 2012; there are two minor children of this marriage: Andrew with a date of birth of March 8, 2022, and Dominic with a date of birth of June 24, 2015; and Mother is not now pregnant; the Parties separated and have lived separate since July 8, 2022; and

**WHEREAS**, the Petitioner filed for Dissolution of Marriage on October 17, 2022; and

**WHEREAS**, the Father and Mother have negotiated, subject to the approval of the Court, an amicable settlement of all disputes between them involving the settlement of property and maintenance rights, child custody and support, and all other issues attendant upon their dissolution of marriage; and

**WHEREAS**, the Father and Mother have personal knowledge of the property owned by the parties and the debts of the parties;

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

## **ARTICLE 1 ISSUES SETTLED AND WAIVER OF FINAL HEARING**

1. **Issues Settled.** The subject matter of this Agreement is the settlement of all issues which exist between the Father and Mother attendant upon the dissolution of their marriage, including but not limited to the following: The respective rights of the Father and Mother to property, whether personal, real, or mixed, now or hereafter in their name or possession, both jointly and severally; and

Any and all claims or causes of action Father and Mother may have against each other or arising out of the marital relationship or the circumstances of that relationship, or otherwise; and

The respective claims or rights of Father and Mother in or to inheritances, gifts, distributions from trusts or trust estates, past, present or future, of the other party.

2. **Waiver of Final Hearing.** Pursuant to Indiana Code 31-15-2-13, the parties waive the right to a final hearing. They represent that this Agreement settles any and all contested issues arising out of the dissolution of their marriage. There are no other contested issues in this action.



## **ARTICLE 2**

### **SETTLEMENT OF PROPERTY RIGHTS**

The parties agree that the following property, whether real, personal, or mixed, tangible or intangible, held by Father and Mother as co-owners, individually or otherwise, shall be divided and distributed, and the debts of the parties shall be allocated as set forth below.

1. **Vehicles.** Each party shall have all right, title, and interest in his or her respective vehicles in their possession, and not otherwise effectively disposed of, and shall be responsible for the debt, insurance, registration, taxes, repair, and maintenance for their own vehicles and shall hold the other party harmless therefrom. Father shall have all right, title and interest in the Dodge Durango, the 2013 Ford Focus, the 2009 Dodge Ram, and the 2019 Patriot. He shall hold Mother harmless from any and all debts, claims, and liabilities regarding these vehicles or any debts thereon.
2. **Life Insurance.** Each party shall have all right, title and interest in his or her respective life insurance policies and any cash value relating thereto, except as otherwise expressly provided in this Agreement;
3. **Bank and Retirement Accounts.** Each party shall have all right, title and interest in his or her respective bank and/or retirement accounts, and any cash value relating thereto, except as otherwise expressly provided in this Agreement;
4. **Mother's Personal Property.** Mother shall have and retain exclusive legal title, free and clear of any claim of Father, to her clothing, jewelry, household goods, furnishings, and other personal property currently in her possession. Mother agrees that she has claimed all her personal property does not believe that Father is in possession of any of her personal property at the time of this agreement being executed;
5. **Father's Personal Property.** Father shall have and retain exclusive legal title, free and clear of any claim of Mother, to his clothing, jewelry, household goods, furnishings, and other personal property currently in his possession. Father agrees that he has claimed all his personal property does not believe that Mother is in possession of any of his personal property at the time of this agreement being executed;
6. **Marital Real Property and Equalization Payment.** Father shall have possession, right, title and interest in the marital home located at 1717 West Country Club Road, Connersville, IN 47331 subject to the provisions hereinafter set forth: Father shall have 180 days to effectuate an legal assumption of the existing mortgage and shall be responsible for the debts, upkeep and all expenses thereon. Mother shall cooperate in such assumption process and execute any and all necessary paperwork associated therewith including any quit claim deed required by the mortgage holder. If Father is unable to obtain an assumption within this period of time, he shall refinance the property in a timely manner, not to exceed an additional 90 days or he shall list the property for

sale in a commercially reasonable manner within 90 days. Upon such refinance or sale, Mother's equalization payment set forth below shall be paid in full.

Father shall pay Mother the total amount of \$11,000 with the first monthly payment of \$250 due on May 10, 2024 and on the 10th day of the month thereafter until such amount is paid in full. The payments shall be made through the Clerk of the Fayette Circuit Court. In this regard, Mother shall have a **JUDGMENT IN HER FAVOR IN THE AMOUNT OF \$11,000 AND SUCH SHALL CONSTITUTE A JUDGMENT LIEN AGAINST FATHER AND SHALL ATTACH TO THE MARITAL REAL ESTATE.** If Father materially defaults on these payment obligations, the amounts due and owing shall be accelerated and the remaining principal balance shall bear interest at %8 per annum. A material default is defined herein as being more than 21 days late on a monthly payment.

7. Other Property. Except as otherwise specifically provided in this Final Settlement Agreement, all money, rights, property, assets, and liabilities of every nature, real or personal, tangible or intangible, now owned by either Father or Mother shall become the separate and exclusive property of the party now owning it, divested of any right of dower, descent, or encumbrances, or any other right of the other party heretofore existing or arising out of the marital relationship of the parties.

### **ARTICLE 3 MARITAL DEBTS AND OBLIGATIONS**

1. Debts and Obligations of Father. Except as otherwise expressly provided in this Agreement, Father shall be solely responsible for the debts and obligations in his individual name since the date of final separation. Moreover, Father shall be responsible for the debts on the real estate, the vehicles listed above, the debts to Natco Credit Union and Best Buy. Father agrees to defend, indemnify, and hold harmless Mother from and against any and all liability, expense, attorney's fees, loss or damage which may be incurred or sustained by Mother, directly or indirectly, arising out of, founded upon, or resulting from the failure of Father to perform, satisfy, or pay debts or obligations imposed by this Agreement;
2. Debts and Obligations of Mother. Except as otherwise expressly provided in this Agreement, Mother shall be solely responsible for all obligations in her individual name incurred by her since the date of final separation. Mother agrees to defend, indemnify, and hold harmless Father from and against any and all liability, expense, attorney's fees, loss or damage which may be incurred or sustained by Father, directly or indirectly, arising out of, founded upon, or resulting from the failure of Mother to perform, satisfy, or pay debts and obligations imposed by this Agreement;
3. Non-Use of Other's Credit. Each of the parties hereby warrants and represents to the other that since date of filing, he or she has not incurred any debts or obligations in the

name of or chargeable to the other party. Neither Father nor Mother may hereafter incur any debts or obligations on the credit of the other or jointly, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred. This indemnity is provided as an element of support and the parties and the Court have considered it in their determination of the proper level of support herein;

4. **Joint Debts.** The parties agree and represent that there are no other joint marital obligations other than those specifically set forth in this Agreement. With respect to any credit card or credit line debt obligation assumed by either party in this Agreement, each party agrees to refrain forevermore from utilizing any credit card or credit line account assigned to the other party and to notify each creditor, in writing, that the other party shall not be authorized to use and should not be held liable for any obligations incurred by the party assigned or obligated to pay any credit card or credit line debt.

#### **ARTICLE 4 CUSTODY AND PARENTING TIME**

1. **Custody.** The parties agree that they shall exercise joint legal custody over the minor children and shall share physical parenting time. The parties shall afford each other reasonable telephonic contact to each other with the children. The parties shall not disparage each other in the presence of the minor children and shall communicate civilly regarding the health, education, welfare and religious upbringing of the children. They each shall have unlimited access to the childrens' school and medical records.

2. **Parenting Time.** The parties have agreed to the following parenting time schedule:

Week 1: Monday (Father) Tuesday (Father) Wednesday (Mother) Thursday (Father) Friday (Mother) Saturday (Mother) Sunday (Father)

Week 2: Monday (Mother) Tuesday (Father) Wednesday (Mother) Thursday (Mother) Friday (Father) Saturday (Father), Sunday (Mother)

Week 3: Same as Week 1

Week 4: Same as Week 2

2. **Support.** Father shall pay regular weekly support in the amount of \$160/week commencing on February 16, 2024; the parties agree that he is current in support as of the 16th of February. This shall be paid through the Clerk of the Fayette Circuit Court. Attached hereto as Exhibit A is the Child Support Worksheet. The parties have agreed to deviate from the support figure set forth therein and this simply sets forth the parties' current incomes. Father shall maintain health insurance on the children. Father shall pay 73% of

uninsured medical, optical, dental, and orthodonture expenses, and Mother shall pay 27% of such uninsured expenses.

3. **Tax Exemption.** In exchange for the deviation from Exhibit A, the parties agree that Mother shall be entitled to claim both children on her federal and state tax returns as long as they remain claimable and that this shall be non-modifiable unless Mother seeks and is awarded full Guideline support.

4. **Holiday and Vacation Time.** As agreed. Failing Agreement pursuant to the Indiana Parenting Time Guidelines with Father designated as custodial parent for the sole and limited purpose of the holiday schedule.

5. **Extracurricular Expenses.** The parties agree to split agreed upon extracurricular expenses.

## **ARTICLE 5 MISCELLANEOUS**

1. **Claims.** Each party releases all claims and rights which she or he ever had, now has, or might hereafter have against the other by reason of the relationship of Father and Mother, or otherwise, including claims arising from tortious conduct between the parties, except those embodied in this Agreement;
2. **Assignments.** None of the rights created by this Agreement or by any Decree of Dissolution entered by the Court shall be assignable, and any purported assignment thereof shall be wholly invalid and unenforceable;
3. **Modification or Waiver.** No modification or waiver of any of the terms of this Agreement shall be valid, unless in writing, executed by both parties hereto, and approved by the Court. The parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement;
4. **Successors/Heirs/Assigns.** The provisions of this Agreement of Settlement shall be binding upon the respective heirs, next of kin, and executors, administrators, and other personal representatives of the parties;
5. **Effective Date of and Conditions Precedent to the Obligations of the Parties.** This Agreement shall not be effective, and neither party shall be bound to perform the obligations imposed hereunder, until the Agreement shall have been submitted to the Court, and until the Court shall have approved this Agreement as written;

6. **Denial of Dissolution.** In the event that the Court does not dissolve the marriage of the parties, or in the event that the Court dissolves the marriage but refuses to approve this Agreement as written, neither party shall introduce this Agreement into evidence in any controversy between them or refer to it in any manner in any judicial proceeding for any purpose whatsoever;
7. **Termination of Agreement Prior to Dissolution.** This Agreement shall be subject to termination if, prior to the entry of the Decree of Dissolution of Marriage herein, 90 days elapse from the date of the execution of this Agreement, except that such period shall be extended if the Court is unable to hear and finally determine such issues within said period, and provided that neither party shall be entitled to declare a termination by acts of omission or commission;
8. **Prompt Dissolution.** This Agreement is expressly conditioned upon prompt prosecution of the aforementioned action, and time is of the essence. Both parties agree to do all things necessary to obtain an immediate approval of this Agreement and the Decree of Dissolution of Marriage;
9. **Court Approval.** It is understood that this is an agreement to settle all property and maintenance rights between Father and Mother in the event a dissolution shall be granted by the Court. It is further agreed that this Agreement will be submitted to the Court for approval in connection with the dissolution action, and if so approved will be incorporated in any judgment or decree therein rendered by the Court. The payments and obligations owed hereunder shall commence pursuant to the terms and conditions set out herein. Should the Court not enter a Decree of Dissolution of Marriage or fail or refuse to approve this Agreement in whole or in part, this Agreement shall be wholly void and of no further force or effect. Both parties agree to urge the Court's approval of this Agreement and agree not to appeal any order of the Court approving this Agreement without modification;
10. **Full Understanding.** Each party fully understands the terms of this Agreement and acknowledges that the terms represent and constitute the entire understanding between them. Each party has read the Agreement and finds it to be in accordance with his or her understanding;
11. **Mutual Releases.** It is the intention of the parties, that Father and Mother accept the provisions herein in full satisfaction of any and all past and present claims and rights against the other, by reason of the relationship as Father and Mother, except those arising from this document;
12. **Discovery, Disclosure, and Voluntary Execution.** Father and Mother each acknowledges having adequate opportunity to ascertain and weigh all of the facts, conditions, and circumstances likely to influence his or her judgment as to the present and future fairness and accuracy of the provisions of this Agreement; that each has given due

consideration to such matters; that each believes that the arrangements made are appropriate; that each clearly consents to all provisions hereof; that each wishes to be and intends to be bound by these provisions; and that each is entering into this Agreement freely, voluntarily, and of his or her own free will; that each has had the full knowledge to ask any questions, to request any information or documentation, and to make all determinations which the party has thought to ask, request or determine. Further, it is acknowledged and agreed that each of the parties has had the opportunity to conduct discovery to have any and all assets disclosed, identified, and/or appraised or valued by an expert and that each party waives all rights to further disclosure, including formal and informal discovery, appraisals, and valuations. To the extent that each party relied upon informal and/or incomplete discovery in this matter, he or she did so at his or her own election, and such decision shall not be the basis to set aside or re-open the property distribution set forth in this Agreement;

13. **Headings.** The titles and headings to the various Articles, Sections, and subparagraphs contained herein are for purposes of reference solely, and shall not be construed to limit or otherwise affect the meaning of the provisions contained in and under such titles and headings;
14. **Execution of Additional Documents.** The parties shall execute any and all deeds, instruments of conveyance, bills of sale, waivers, or other documents necessary to conform title to property or to otherwise give full force and effect to the foregoing provisions of this Agreement. Each party shall retain the right to appoint a commissioner to take any actions necessary to effect the provisions of this Agreement, upon the failure of the other party to do so within a reasonable time;
15. **Waiver of Beneficiary Status.**
  - a. Absent an express provision in this agreement to the contrary, each party waives any beneficiary interest that he or she may have in any life insurance policies, annuities, brokerage accounts, pay-on-death bank accounts, interests and trusts established by the other party, individual retirement accounts, or other instruments containing a beneficiary designation that are owned, or were established, by the other party. The parties expressly intend this provision to operate as a waiver of beneficiary status, and the right to receive any funds, proceeds, death benefits, or other property interests, pursuant to that beneficiary status even – and especially – in the event that either party fails to remove the other as designated beneficiary of any of the above- referenced property or expectancy interests following the entry of the Court's decree. In the event that such beneficiary proceeds are nevertheless received (for example, because a beneficiary designation was not effectively changed following Decree), then the party receiving the related proceeds shall immediately return all such payments to the other party (or, where applicable, the other party's estate). The parties acknowledge and fully understand the financial ramifications of waiving these statuses and benefits;

- b. Mother hereby agrees that she is waiving any and all rights she may have to the Surviving Spouse benefits which she currently has with any and all of her Father's pensions. She acknowledges and fully understands the financial ramifications of waiving her Surviving Spouse benefits; she understands that in the event of the death of the Father, she would cease receiving any and all pension benefits which her dissolution decree may set aside to her;
  - c. Father hereby agrees that he is waiving any and all rights he may have to the Surviving Spouse benefits which he currently has with any and all of his Mother's pensions. He acknowledges and fully understands the financial ramifications of waiving his Surviving Spouse benefits; he understands that in the event of the death of the Mother, he would cease receiving any and all pension benefits which his dissolution decree may set aside to him;
- 16. **Transfer of Property.** The transferor of any property hereunder, at the time of the transfer, shall supply the transferee with records sufficient to determine the adjusted basis and holding period of the property as of the date of the transfer. In addition, in the case of a transfer of property that carries with it a potential liability for investment tax credit recapture, the transferor shall, at the time of the transfer, supply the transferee with records sufficient to determine the amount and period of such potential liability;
- 17. **Interpretation.** The parties agree that, with respect to the form of this Agreement, both parties assume joint responsibility for the form and composition of each paragraph, and the parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part of this Agreement. This Agreement is not to be strictly construed for or against either of the parties;
- 18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be separated from this Agreement, and all other provisions shall continue and remain in full force and effect;
- 19. **Applicable Law.** The parties agree that any interpretation of this Agreement, or any legal actions to enforce this Agreement, shall be governed by the applicable laws of the State of Indiana as they exist on the date of the execution of this Agreement, with the exception that any modifications pertaining to child-related issues, shall be governed by the laws of the State of Indiana applicable at the time of any such modification action;
- 20. **Counterparts and Facsimile.** This Agreement may be executed in counterparts and have the same force and effect as if executed together. The parties may also use facsimile signatures with the same force and effect of original signatures;
- 21. **Representation by Counsel:**
  - a. Mother has been fully, separately and independently apprised and advised of her legal rights, remedies, privileges and obligations arising out of the marriage relationship or otherwise, by counsel of her choice and has made such

independent inquiry and investigation with respect to all of the same as she deemed necessary to be fully informed. Mother shall pay her own attorney fees and costs;

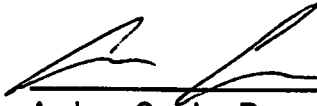
- b. Father has been fully, separately and independently apprised and advised of his legal rights, remedies, privileges and obligations arising out of the marriage relationship or otherwise, by counsel of his choice and has made such independent inquiry and investigation with respect to all of the same as he deemed necessary to be fully informed. Father shall pay his own attorney fees and costs.

22. Mediation Fees. The costs of this mediation shall be divided equally between the parties.

**I AFFIRM UNDER PENALTIES FOR PERJURY THAT ALL OF THE FOREGOING IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE WAIVED MY RIGHT TO A FINAL HEARING, AND I REQUEST THAT THE COURT ISSUE A DECREE THAT INCORPORATES THE TERMS AND PROVISIONS OF THIS AGREEMENT.**




Shelby Combs, Petitioner/Mother  
Date: February 8, 2024



Andrew Combs, Respondent/Father  
Date: February 8, 2024

APPROVED AS TO FORM:

  
Leigh Morning  
Attorney for Petitioner

APPROVED AS TO FORM:

  
Robert Gulde  
Attorney for Respondent  
James R. Williams  
Mediator

#### APPROVAL OF COURT

The Court FURTHER FINDS that the Court should accept this Settlement Agreement and each of the parties should be bound by the terms and conditions as an Order of this Court.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED** by the Court that:



1. The existing marital relationship is irretrievably broken and dissolved and the parties are restored to the state of unmarried persons;
2. That the parties' have waived their right to a final hearing pursuant to Indiana Code.
3. The above division of property and debts is hereby approved and made the Order of the Court and each party is hereby Ordered to execute whatever documents are necessary to carry out the terms of said division of property and debts;
4. The above Agreement is ratified, approved and made a part of this Decree. Each of the parties is bound by the terms and conditions of the Settlement Agreement as an Order of this Court and Judgment is hereby entered thereon on all matters set forth herein and Wife's judgment lien is recordable with the Fayette County Recorder.

APPROVED AND SO ORDERED THIS

February 9, 2024

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*Hubert Bramtetter Jr.*

---

JUDGE, FAYETTE CIRCUIT COURT

Distribution:  
James Williams  
Counsel for Petitioner  
Counsel for Respondent

**FILED**  
February 9, 2024  
CLERK OF FAYETTE COUNTY COURTS  
KM

Exh A

IN RE: Shelby Combs  
and  
Andrew Combs

CASE NO.: 21Co1-2210-DC-00582  
FATHER: Andrew Combs  
MOTHER: Shelby Combs

### CHILD SUPPORT OBLIGATION WORKSHEET (CSOW)

Children	DOB	Children	DOB
Andrew	3/8/22	Dominic	6/24/15

1. WEEKLY GROSS INCOME	FATHER \$2,096.00	MOTHER \$769.23	
A. Subsequent Children Credit, .065, .097, ...	0 \$0.00	0 \$0.00	
B. Child Support Order for prior born	\$0.00	\$0.00	
C. Child Support Duty for prior born	\$0.00	\$0.00	
D. Maintenance Paid	\$0.00	\$0.00	
E. WEEKLY ADJUSTED INCOME (WAI)	\$2,096.00	\$769.23	
2. PERCENTAGE SHARE OF TOTAL WAI	73.1529%	26.8471%	
3. COMBINED WEEKLY ADJUSTED INCOME			\$2,865.23
4. BASIC CHILD SUPPORT OBLIGATION	\$377.47	\$138.53	\$516.00
A. Work-related Child Care Expense	\$0.00	\$0.00	\$0.00
B. Weekly Health Insurance Premium (children part)			\$27.14
5. TOTAL CHILD SUPPORT OBLIGATION			\$543.14
6. PARENT'S CHILD SUPPORT OBLIGATION	\$397.32	\$145.82	
7. Adjustment from PSEW Line J.	\$0.00	\$0.00	
Credit for child care payment from 4A	\$0.00	\$0.00	
Credit for health insurance premium (children part)	\$27.14	\$0.00	
Parenting time credit, overnights: 180 180	\$158.54	\$0.00	
8. RECOMMENDED SUPPORT OBLIGATION	\$211.64		

I affirm under the penalties for perjury the foregoing representations are true.

Preparer: Leigh S Morning

Father: \_\_\_\_\_

Dated: 02/05/2024

Mother: \_\_\_\_\_

Uninsured Healthcare Expenses to be paid: 73.1529% by Father; 26.8471% by Mother.

Calculated for 2 at home and 0 at college using year 2024 guidelines and overnights: 180 180

Search Results for:

NAME: COMBS ANDREW (Super Search)

REGION: Fayette County, IN  
DOCUMENTS VALIDATED THROUGH: 09/13/2024 3:29 PM

Showing 6 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">202402483</a>	Fayette	09/13/2024	DEED : QUIT CLAIM DEED	<b>COMBS, ANDREW</b> <a href="#">Search</a> <a href="#">Search</a> COMBS, SHELBY	<a href="#">Search</a> Lot 26 HOME ACRES
<a href="#">201701248</a>	Fayette	05/08/2017	DEED : WARRANTY DEED	<b>COMBS, ANDREW C</b> <a href="#">Search</a> <a href="#">Search</a> ROBINSON, KYLE D <a href="#">Search</a> COMBS, SHELBY	<a href="#">Search</a> Lot 26 HOME ACRES
<a href="#">201701249</a>	Fayette	05/08/2017	MORT : MORTGAGE	<b>COMBS, ANDREW C</b> <a href="#">Search</a> <a href="#">Search</a> COMBS, SHELBY <a href="#">Search</a> AMERIFIRST FINANCIAL CORPORATION <a href="#">Search</a> MERS	Non-land <a href="#">Search</a> Lot 26 HOME ACRES
<a href="#">202000914</a>	Fayette	03/18/2020	MORT : MORTGAGE	<b>COMBS, ANDREW C</b> <a href="#">Search</a> <a href="#">Search</a> COMBS, SHELBY <a href="#">Search</a> LAKEVIEW LOAN SERVICING LLC <a href="#">Search</a> MERS	<a href="#">Search</a> Lot 26 HOME ACRES
<a href="#">202000974</a>	Fayette	03/30/2020	REL : MORTGAGE RELEASE	<b>COMBS, ANDREW C</b> <a href="#">Search</a> <a href="#">Search</a> AMERIFIRST FINANCIAL CORPORATION <a href="#">Search</a> MERS <a href="#">Search</a> COMBS, SHELBY	
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