



LIEN SEARCH
PRODUCT COVER SHEET

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-NCU-00952	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	JAMES DUFF		
PROPERTY ADDRESS:	230 WOODLAWN AVE		
CITY, STATE AND COUNTY:	RICHMOND, INDIANA (IN) AND WAYNE		

SEARCH INFORMATION

SEARCH DATE:	10/07/2024	EFFECTIVE DATE:	10/04/2024
NAME(S) SEARCHED:	JAMES DUFF		
ADDRESS/PARCEL SEARCHED:	230 WOODLAWN AVE, RICHMOND, IN 47374/ 89-10-27-110-208.000-005		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

JAMES E. DUFF, AN ADULT

COMMENTS:	
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VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	EDWARD MAY
DATED DATE:	06/30/2010	GRANTEE:	JAMES E. DUFF, AN ADULT
BOOK/PAGE:	N/A	RECORDED DATE:	07/02/2010
INSTRUMENT NO:	2010004787		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2023	TAX YEAR:	2023
TAX AMOUNT:	\$285.35	TAX AMOUNT:	\$285.35
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$67,024.00
DATED DATE:	06/30/2010	RECORDED DATE	07/02/2010
INSTRUMENT NO:	2010004788	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED	SUBJECT LIEN (YES/NO):	YES
BORROWER:	JAMES E DUFF, A SINGLE PERSON		
LENDER:	WELLS FARGO BANK, N.A.		
TRUSTEE:			
COMMENTS:			

FOR PREAMBLE

CITY/TOWNSHIP/PARISH:	CITY OF RICHMOND
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ADDITIONAL NOTES
LEGAL DESCRIPTION
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN WAYNE COUNTY, IN THE STATE OF INDIANA, TO WIT:</p> <p>LOT NUMBER THIRTY-ONE (31) IN WOODLAWN VILLAGE, A SUB-DIVISION OF A PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION TWENTY-TWO (22) AND A PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27) TOWNSHIP SIXTEEN (16) NORTH, RANGE FOURTEEN (14) EAST, AS SHOWN BY THE RECORDS PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 227, OF THE RECORDS IN THE OFFICE OF THE RECORDER OF WAYNE COUNTY, INDIANA.</p> <p>SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES AND/OR DRAINAGE, OVER THE REAR FIVE (5) FEET ON THE PREMISES, AS SHOWN ON PLAT.</p> <p>SUBJECT TO BUILDING LINE SETBACK OVER THE FRONT TWENTY-FIVE (25) FEET OF THE PREMISES AS SHOWN ON PLAT.</p> <p>SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS IN PLAT OF WOODLAWN VILLAGE SUBDIVISION, RECORDED IN PLAT BOOK 9, PAGE 229 IN THE OFFICE OF THE RECORDER OF WAYNE COUNTY, INDIANA, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, RELIGION, SEX, FAMILIAL STATUS, OR NATIONAL ORIGIN.</p> <p>SUBJECT TO EASEMENT TO INDIANA GENERAL SERVICE COMPANY FOR WIRES AND FIXTURES, DATED FEBRUARY 27, 1940 AND RECORDED MARCH 16, 1940 AT MISCELLANEOUS BOOK 35, PAGE 490 OF THE RECORDS OF THE RECORDER OF WAYNE COUNTY, INDIANA.</p> <p>SUBJECT TO CONSENT TO ENCROACHMENT AND AFFIDAVIT OF NON-ADVERSE POSSESSION BY AND BETWEEN ANTHONY C. WICKER AND CHERYL WICKER, HUSBAND AND WIFE AND CONSTANCE C. SPRINGER AND RICHARD ARLEN SHAW AND KATHY JO SHAW, HUSBAND AND WIFE AND ROBERT LEE BARRETT AND CONNIE ANDREA BARRETT, HUSBAND AND WIFE, RECORDED NOVEMBER 21, 1990 AS MISCELLANEOUS RECORD 192, PAGE 411 IN THE OFFICE OF THE RECORDER OF WAYNE COUNTY, INDIANA.</p> <p>SUBJECT TO PROHIBITION AGAINST TELEVISION AERIAL OR ANTENNA BEING PLACE OF ROOF AS SET FORTH IN WARRANTY DEED FROM GEORGE F. SCANTLAND BUILDERS, INC., TO JOHN O. BALDWIN AND JOYCE A. BALDWIN, HUSBAND AND WIFE, DATED APRIL 1960 AND RECORDED APRIL 22, 1960 AT DEED RECORD 295, PAGE 222 OF THE RECORDS OF THE RECORDER OF WAYNE COUNTY, INDIANA.</p>

Wayne County, IN

Property Tax Exemption

Apply for Property Tax Exemption

Summary

Tax ID004-00401-00

State Parcel ID89-10-27-110-208.000-005

Map #31-27-110-208.000-04

Property Address230 WOODLAWN AVE
RICHMOND

Sec/Twp/Rngn/a

Tax SetCENTER SANITARY

Subdivisionn/a

Brief Tax DescriptionLOT 31 WOODLAWN VILLAGE
(Note: Not to be used on legal documents)

Book/PageWD: 468-220 * WD: 2000013457*QCD: 7-14-09 2009006651*WD: 7-2-10 2010004787

Acres0.200

Class510 RES ONE FAMILY PLATTED LOT-510

Eagle View

INFRAME Street View

Plat Map

Web Soil Survey

Owners

Deeded Owner
DUFF, JAMES E
230 WOODLAWN AVE
RICHMOND, IN 47374

Homestead Verification

Homestead Deduction has been VERIFIED

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
FRONT LOT		63	138	63x138	\$194.00	\$198.00	\$12,474.00	0%	\$12,470.00

Residential Dwellings

DescriptionResidential Dwelling

Story Height1

Style

Finished Area1044

Fireplaces0

Heat TypeCentral Warm Air

Air Cond1044

Bedrooms3

Living Rooms:1

Dining Rooms:0

Family Rooms:0

Finished Rooms:5

Full Baths1

Full Bath Fixtures3

Half Baths0

Half Bath Fixtures0

Kitchen Sinks1

Water Heaters1

Add Fixtures0

Floor	Construction	Base	Finish
1	Wood Frame	1044	1044
Slab		1044	0

Features	Area
Patio, Concrete	112

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Residential Dwelling	100	C	1962	1985	A	1.01	1044	1.35	0
Utility Shed	100	D	2000	2000	F	1.01	140	1.35	0

Valuation

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/17/2024	4/20/2023	4/22/2022	4/16/2021	1/1/2020
Land	\$12,500	\$11,300	\$10,900	\$10,900	\$10,900
Land Res (1)	\$12,500	\$11,300	\$10,900	\$10,900	\$10,900
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0

Assessment Year	2024	2023	2022	2021	2020
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$73,000	\$66,000	\$65,600	\$60,200	\$60,300
Imp Res (1)	\$73,000	\$66,000	\$65,600	\$60,200	\$60,300
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$85,500	\$77,300	\$76,500	\$71,100	\$71,200
Total Res (1)	\$85,500	\$77,300	\$76,500	\$71,100	\$71,200
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Deductions

Year	Deduction Type	Amount
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	46,380
2023 PAYABLE 2024	Supplemental	12,368
2022 PAYABLE 2023	Mortgage	3,000
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	11,025
2021 PAYABLE 2022	Mortgage	3,000
2021 PAYABLE 2022	Standard Deduction \ Homestead	42,660
2021 PAYABLE 2022	Supplemental	9,954
2020 PAYABLE 2021	Mortgage	3,000
2020 PAYABLE 2021	Standard Deduction \ Homestead	42,720
2020 PAYABLE 2021	Supplemental	9,968
2019 PAYABLE 2020	Mortgage	3,000
2019 PAYABLE 2020	Standard Deduction \ Homestead	42,120
2019 PAYABLE 2020	Supplemental	9,828

Tax History

Detail:					
Tax Year	Type	Category	Description	Amount	Balance Due
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$285.35	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$285.35	\$285.35
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$282.10	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$282.10	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$247.37	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$247.37	\$0.00

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

Total:		
Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$570.70	\$285.35
2022 PAYABLE 2023	\$564.20	\$0.00
2021 PAYABLE 2022	\$494.74	\$0.00

Pay Taxes Online

Pay Taxes Online

Payments

Detail:			
Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	05/06/2024	CORELOGIC INC	\$285.35
2022 PAYABLE 2023	11/01/2023	WELLS FARGO BANK	\$282.10
2022 PAYABLE 2023	05/01/2023	WELLS FARGO BANK	\$282.10
2021 PAYABLE 2022	11/02/2022	WELLS FARGO	\$247.37
2021 PAYABLE 2022	04/29/2022	WELLS FARGO BANK	\$247.37

Total:	
Tax Year	Amount
2023 PAYABLE 2024	\$285.35
2022 PAYABLE 2023	\$564.20
2021 PAYABLE 2022	\$494.74

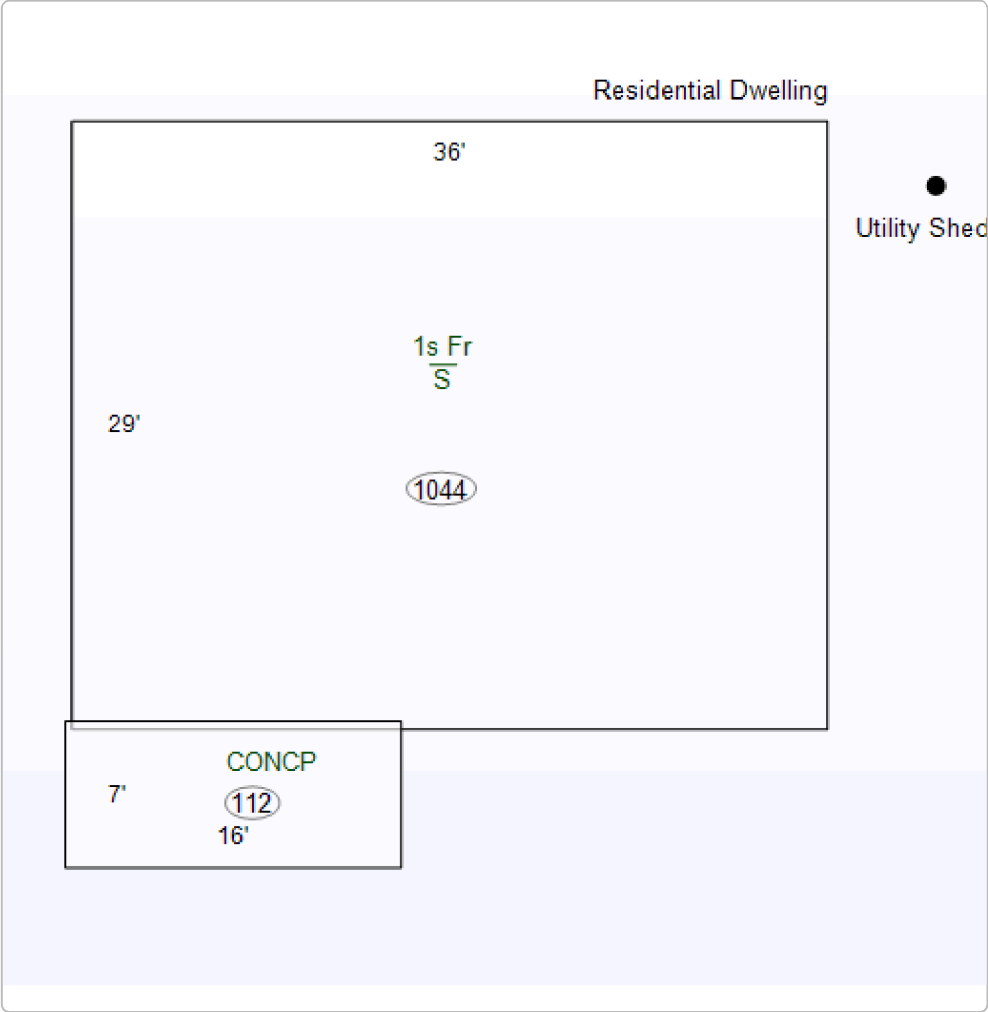
Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
12/08/2000	MAY, J C	WICKER, ANTHONY C & CHERYL		
12/08/2000	MAY, J C	WICKER, ANTHONY C & CHERYL		001/3458
07/14/2009	MAY, EDWARD	MAY, J C	Straight	Quit Claim Deed - 2009006651
07/02/2010	DUFF, JAMES E	MAY, EDWARD	Straight	Warranty Deed - 2010004787

Property Record Cards

View 2024 Property Record Card(PDF)	View 2023 Property Record Card(PDF)	View 2022 Property Record Card(PDF)	View 2021 Property Record Card(PDF)
View 2020 Property Record Card(PDF)	View 2019 Property Record Card(PDF)	View 2018 Property Record Card(PDF)	View 2017 Property Record Card(PDF)
View 2016 Property Record Card(PDF)	View 2015 Property Record Card(PDF)	View 2014 Property Record Card(PDF)	View 2013 Property Record Card(PDF)
View 2012 Property Record Card(PDF)	View 2011 Property Record Card(PDF)	View 2010 Property Record Card(PDF)	

Sketches



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

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 Last Data Upload: 07/10/2024, 17:11:54

Contact Us

Developed by
 SCHNEIDER
 GEOSPATIAL

2010004787 WARR DEED \$18.00
07/02/2010 12:56:02P 2 PGS
Deborah Resh
Wayne County Recorder IN
Recorded as Presented
[Barcode]

18.00 ETS

WARRANTY DEED

THIS INDENTURE WITNESSETH, that:

Edward May, of Wayne County, in the State of Indiana conveys and warrants to James E. Duff, an adult, of Wayne County, in the State of Indiana for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Wayne County, in the State of Indiana, to wit:

31-27-110-208-000-04

Lot Number Thirty-one (31) in Woodlawn Village, a sub-division of a part of the Southwest quarter of fractional Section twenty-two (22) and a part of the Northwest quarter of section twenty-seven (27) Township sixteen (16) North, Range Fourteen (14) East, as shown by the records plat thereof, recorded in Plat Book 9, Page 227, of the records in the office of the Recorder of Wayne County, Indiana.

Subject to easements for public utilities and/or drainage, over the rear five (5) feet on the premises, as shown on plat.

Subject to building line setback over the front twenty-five (25) feet of the premises as shown on plat.

Subject to Protective Covenants and Restrictions in Plat of Woodlawn Village Subdivision, recorded in Plat Book 9, page 229 in the office of the Recorder of Wayne County, Indiana, but omitting any covenant or restriction based on race, religion, sex, familial status, or national origin.

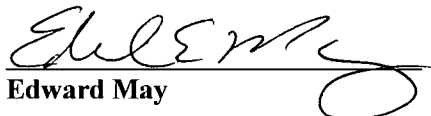
Subject to easement to Indiana General Service Company for wires and fixtures, dated February 27, 1940 and recorded March 16, 1940 at Miscellaneous Book 35, page 490 of the records of the Recorder of Wayne County, Indiana.

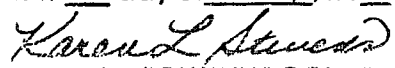
Subject to consent to encroachment & Affidavit of non-adverse possession by and between Anthony C. Wicker and Cheryl Wicker, husband and wife and Constance C. Springer and Richard Arlen Shaw and Kathy Jo Shaw, husband and wife and Robert Lee Barrett and Connie Andrea Barrett, husband and wife, recorded November 21, 1990 as Miscellaneous Record 192, page 411 in the office of the Recorder of Wayne County, Indiana.

Subject to prohibition against television aerial or antenna being place of roof as set forth in Warranty Deed from George F. Scantland Builders, Inc., to John O. Baldwin and Joyce A. Baldwin, husband and wife, dated April 1960 and recorded April 22, 1960 at Deed Record 295, page 222 of the records of the Recorder of Wayne County, Indiana.

Subject to the Fall installment of real estate taxes for the year 2009, due and payable in Fall, 2010, together with all subsequent taxes which the Grantee(s) herein assume(s) and agree(s) to pay as part of the consideration thereof.

IN WITNESS WHEREOF, said Edward May has executed this deed this 30th day of June, 2010.


Edward May

DULY ENTERED FOR TAXATION
This 2 day of July, 2010

AUDITOR OF WAYNE COUNTY

STATE OF INDIANA

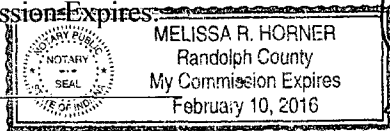
SS:

COUNTY OF WAYNE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward May, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, states that any representations therein contained are true.

WITNESS, my hand and notarial seal this 30th day of June, 2010.

My Commission Expires:



Printed

Resident of

, Notary Public

County, Indiana

This instrument prepared by Craig C. Parker, Attorney-at-Law 621 Central Ave., Connersville, IN 47331
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. CRAIG C. PARKER

Property/Grantees Address/ ↗

Send Tax Statements to: 230 Woodlawn Avenue, Richmond, In. 47374

RECORDED JUL - 2 2010 DEBORAH RESH, R.W.C.

2010004788 MORTGAGE \$28.00
07/02/2010 12:56:16P 8 PGS
Deborah Resh
Wayne County Recorder IN
Recorded as Presented



28.00 TS

Return To:
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET
DES MOINES, IA 50309-4600

[Space Above This Line For Recording Data]

State of Indiana

MORTGAGE

FHA Case No.

156-0415890 703

THIS MORTGAGE ("Security Instrument") is given on **JUNE 30, 2010**
The Mortgagor is **JAMES E DUFF, A SINGLE PERSON**

("Borrower"). This Security Instrument is given to **WELLS FARGO BANK, N.A.**

which is organized and existing under the laws of **THE UNITED STATES**, and
whose address is **P.O. BOX 11701, NEWARK, NJ 071014701**

("Lender"). Borrower owes Lender the principal sum of
SIXTY SEVEN THOUSAND TWENTY FOUR AND 00/100

Dollars (U.S. \$ *******67,024.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on **JULY 01, 2040**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
0301496741

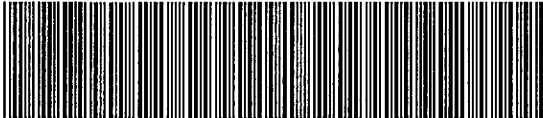
NMFL #0207 (INFM) Rev 06/12/2006



4R(IN) (0604)

FHA Indiana Mortgage - 4/96

VMP Mortgage Solutions, Inc.



all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the Lender the following described property located in Wayne County, Indiana:

~~SEE ATTACHED~~

Lot Number Thirty-one (31) in Woodlawn Village, a sub-division of a part of the Southwest quarter of fractional Section twenty-two (22) and a part of the Northwest quarter of section twenty-seven (27) Township sixteen (16) North, Range Fourteen (14) East, as shown by the records plat thereof, recorded in Plat Book 9, Page 227, of the records in the office of the Recorder of Wayne County, Indiana.

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

Parcel ID Number:

which has the address of 230 WOODLAWN AVE
RICHMOND

[City], Indiana 47374 [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be

[Signature]

amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

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

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

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

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

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.


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

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Growing Equity Rider	<input type="checkbox"/> Other [specify]
<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Graduated Payment Rider	

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

Witnesses:

_____	 JAMES E DUFF	_____(Seal) -Borrower
-------	--	--------------------------

_____	_____(Seal) -Borrower
-------	--------------------------

_____(Seal) -Borrower	_____(Seal) -Borrower
--------------------------	--------------------------

_____(Seal) -Borrower	_____(Seal) -Borrower
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_____(Seal) -Borrower	_____(Seal) -Borrower
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STATE OF INDIANA,

Wagner

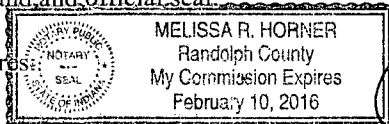
County ss:

On this 30TH day of JUNE 2010
Public in and for said County, personally appeared JAMES E DUFF

, before me, the undersigned, a Notary

WITNESS my hand and official seal.

My Commission Expires:



[Signature]
Notary Public

This instrument was prepared by: ANGIE SUCHY

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.

Angie Suchy

RECORDED JUL - 2 2010 DEBORAH RESH, R.W.C.

Search Results for:

NAME: DUFF JAMES (Super Search)

REGION: Wayne County, IN
DOCUMENTS VALIDATED THROUGH: 10/7/2024 3:54 PM

Showing 4 results

Filter:

Document Details	County	Date	Type	Name	Legal
Book 101, Page 425	Wayne	05/04/1966	MISC : AFFIDAVIT	DUFF, JAMES FRANK Search Search PEELLE, BENJAMIN N Search PEELLE, HARDIN H Search PEELLE, JAMES M B see details for more	Search Lot 1 CENTERVILLE - ELLIOTT & DOUGHTY ADDN Search 20-16-14 SW Search Lot 72 CENTERVILLE - ORIGINAL PLAT
Book 334, Page 191	Wayne	06/01/1967	DEED : DEED-QUIT CLAIM	DUFF, JAMES FRANK Search Search DUFF, CAROLYN Search CLARK, FRANCES PULLE	Search Lot 1 CENTERVILLE - ELLIOTT & DOUGHTY ADDN Search 20-16-14 SW Search Lot 72 CENTERVILLE - ELLIOTT & DOUGHTY ADDN
2010004787	Wayne	07/02/2010	DEED : DEED- WARRANTY	DUFF, JAMES E Search Search MAY, EDWARD	Search Lot 31 WOODLAWN VILLAGE ADDN
2010004788	Wayne	07/02/2010	MORT : MORTGAGE	DUFF, JAMES E Search Search WELLS FARGO BANK NA	Search Lot 31 WOODLAWN VILLAGE ADDN

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Search Results for:

NAME: DUFF JAMES (Super Search)



PARTY ROLE: Case Party
REGION: Wayne County, IN

Showing 14 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
89D02-1704-CC-000356	Duff, James		Defendant	Civil	Closed	04/04/2017	06/16/2017
89D03-1301-SC-000160	Duff, James		Defendant	Civil	Closed	01/31/2013	03/20/2013
89D03-9712-SC-002728	Duff, James		Defendant	Civil	Closed	12/01/1997	08/07/1998
89D03-1510-IF-004765	Duff, James E	05/03/1977	Defendant	Citation	Closed	10/29/2015	12/08/2015
89D03-1504-IF-001675	DUFF, JAMES E	05/03/1977	Defendant	Citation	Closed	04/07/2015	05/05/2015
89D03-0708-IF-005400	Duff, James E	05/03/1977	Defendant	Citation	Closed	08/13/2007	09/07/2007
89D03-9711-IF-007343	Duff, James E	05/03/1977	Defendant	Citation	Closed	11/03/1997	12/11/1997
89D03-9703-IF-001214	Duff, James E	05/03/1977	Defendant	Citation	Closed	03/03/1997	03/11/1997
89D03-9603-IF-002168	Duff, James E	05/03/1977	Defendant	Citation	Closed	03/11/1996	03/25/1996
89D02-9508-DF-000065	Duff, James E	05/03/1977	Defendant	Criminal	Closed	08/17/1995	12/13/1995
89D03-9505-IF-003363	Duff, James E	05/03/1977	Defendant	Citation	Closed	05/08/1995	06/01/1995
89D03-9409-IF-006377	Duff, James E	05/03/1977	Defendant	Citation	Closed	09/22/1994	10/28/1994
89D03-9402-IF-000987	Duff, James E	05/03/1977	Defendant	Citation	Closed	02/17/1994	03/02/1994
89D03-9508-CM-001354	Duff, James Ee	05/03/1977	Defendant	Criminal	Closed	08/31/1995	10/05/1995

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