



**LIEN SEARCH**  
Product Cover Sheet

**ORDER INFORMATION**

FILE/ORDER NUMBER:	LL-NCU-01134	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	SCOTT SHEPARD AND REGINA F SHEPARD		
PROPERTY ADDRESS:	313 S 1ST STREET, CENTERVILLE, IN 47330		
CITY, STATE AND COUNTY:	CENTERVILLE, INDIANA (IN) AND WAYNE		

**SEARCH INFORMATION**

SEARCH DATE:	11/12/2024	EFFECTIVE DATE:	11/08/2024
NAME(S) SEARCHED:	SCOTT SHEPARD AND REGINA F SHEPARD		
ADDRESS/PARCEL SEARCHED:	313 S 1ST STREET, CENTERVILLE, IN 47330/ 89-10-29-110-223.000-007		

**ASSESSMENT INFORMATION**

COMMENTS:	
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**CURRENT OWNER VESTING**

SCOTT SHEPARD AND REGINA F SHEPARD, HUSBAND AND WIFE
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COMMENTS:	
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**VESTING DEED**

DEED TYPE:	WARRANTY DEED	GRANTOR:	CAROL WILLIAMS
DATED DATE:	09/15/2003	GRANTEE:	SCOTT SHEPARD AND REGINA F SHEPARD, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	09/17/2003
INSTRUMENT NO:	2003015534		
COMMENTS:			

**CURRENT TAXES**

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	SPIRNG (2024)	TAX YEAR:	FALL (2024)
TAX AMOUNT:	\$752.00	TAX AMOUNT:	\$752.00
TAX STATUS:	PAID	TAX STATUS:	PAID
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	

**VOLUNTARY LIENS**

**SECURITY INSTRUMENT**

DOC NAME	MORTGAGE	AMOUNT:	\$78,000.00
DATED DATE:	09/17/2003	RECORDED DATE	09/17/2003
INSTRUMENT NO:	2003015535	BOOK/PAGE:	N/A
OPEN/CLOSED:	CLOSED-END	SUBJECT LIEN (YES/NO):	YES
BORROWER:	SCOTT SHEPARD AND REGINA F SHEPARD, HUSBAND AND WIFE		
LENDER:	UNION COUNTY NATIONAL BANK OF LIBERTY		
TRUSTEE:	N/A		
COMMENTS:			

**RELATED DOCUMENT**

DOC NAME:	ASSIGNMENT OF MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	09/17/2003	INSTRUMENT NO.	2003015536
REC DATE:	09/17/2003	COUNTY:	UNION
ASSIGNOR:	UNION COUNTY NATIONAL BANK OF LIBERTY		
ASSIGNEE:	PHH MORTGAGE SERVICES		
COMMENTS:			

**RELATED DOCUMENT**

DOC NAME:	ASSIGNMENT OF MORTGAGE	BOOK/PAGE:	N/A
DATED DATE:	12/23/2020	INSTRUMENT NO.	2020010599
REC DATE:	12/23/2020	COUNTY:	PINELLAS
ASSIGNOR:	PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES		
ASSIGNEE:	NEW RESIDENTIAL MORTGAGE LLC		
COMMENTS:			

**FOR PREAMBLE**

CITY/TOWNSHIP/PARISH:	TOWN OF CENTERVILLE
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**ADDITIONAL NOTES**

**LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE IN WAYNE COUNTY, IN THE STATE OF INDIANA, TO-WIT:

LOT NUMBER TWO HUNDRED FIVE (205) IN WILLIAM SUMMERS ADDITION TO THE TOWN OF CENTERVILLE, IN SAID COUNTY AND STATE, EXCEPT A STRIP FIVE (5) FEET IN WIDTH OFF THE ENTIRE NORTH END OF SAID LOT FOR THE PURPOSE OF A PUBLIC ALLEY.

ALSO: BEING FORTY-FOUR (44) FEET IN EQUAL WIDTH ACROSS THE ENTIRE WEST SIDE OF LOT 204 IN WILLIAM SUMMERS ADDITION TO THE TOWN OF CENTERVILLE, INDIANA, EXCEPT FIVE (5) FEET IN EQUAL WIDTH ACROSS THE ENTIRE NORTH SIDE OF LOT 204 FOR USE AS A PUBLIC ALLEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 204 AND RUNNING THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 204, ONE HUNDRED SIXTY (160) FEET TO THE SOUTH LINE OF SAID PUBLIC ALLEY; THENCE EAST, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY, FORTY-FOUR (44) FEET; THENCE SOUTH, PARALLEL TO THE WEST LINE OF SAID LOT 204, ONE HUNDRED SIXTY (160) FEET TO THE NORTH LINE OF SOUTH STREET; THENCE WEST, ALONG THE NORTH OF SOUTH STREET, FORTY-FOUR (44) FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF SIXTEEN HUNDREDTHS (0.16) ACRES.

ALSO: PART OF LOT 204 IN WILLIAM SUMNER'S ADDITION TO THE TOWN OF CENTERVILLE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 204 RUNNING THENCE NORTH ALONG THE WEST LINE OF LOT 204 ONE HUNDRED SIXTY (160) FEET TO THE SOUTH LINE OF A PUBLIC ALLEY; THENCE EAST, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY FORTY-FOUR (44) FEET TO THE STARTING POINT OF THIS DESCRIPTION; THENCE, EAST SEVENTEEN (17) FEET; THENCE, SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 204 ONE HUNDRED SIXTY (160) FEET TO THE NORTH LINE OF SOUTH STREET; THENCE, WEST ALONG THE NORTH LINE OF SOUTH STREET SEVENTEEN (17) FEET; THENCE, NORTH PARALLEL TO THE WEST LINE OF LOT 204 ONE HUNDRED SIXTY (160) FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM FIVE (5) FEET IN EQUAL WIDTH ACROSS THE ENTIRE NORTH SIDE OF THIS DESCRIPTION WHICH IS USED AS A PUBLIC ALLEY.

Wayne County, IN

Property Tax Exemption

Apply for Property Tax Exemption

Summary

Tax ID	020-00923-00
State Parcel ID	89-10-29-110-223.000-007
Map #	31-29-110-223.000-20
Property Address	313 S 1ST ST CENTERVILLE
Sec/Twp/Rng	n/a
Tax Set	CENTERVILLE
Subdivision	n/a
Brief Tax Description	EX 5 FT OFF ENT N END LOT 205 44 FT ENT W S OF LOT 204 17 FT PT LOT 204 (Note: Not to be used on legal documents)
Book/Page	WD: 420-46*AFF: 7-3-03 2003010768*FE: 9-16-03 2003015408*WD: 9-17-03 2003015534
Acres	0.467
Class	510 RES ONE FAMILY PLATTED LOT-510 <a href="#">Eagle View</a> <a href="#">INFRAME Street View</a> <a href="#">Plat Map</a> <a href="#">Web Soil Survey</a>

Owners

Deeded Owner  
SHEPARD, SCOTT & REGINA F  
313 S 1ST ST  
CENTERVILLE, IN 47330

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		127	160	127x160	\$211.00	\$241.00	\$30,607.00	(15%)	\$26,020.00

Residential Dwellings

Description	Residential Dwelling
Story Height	1
Style	
Finished Area	1605
# Fireplaces	1
Heat Type	Central Warm Air
Air Cond	1605
Bedrooms	3
Living Rooms:	1
Dining Rooms:	1
Family Rooms:	0
Finished Rooms:	6
Full Baths	1
Full Bath Fixtures	3
Half Baths	1
Half Bath Fixtures	2
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

Floor	Construction	Base	Finish
1	Brick	1605	1605
Crawl		1605	0

Features	Area
Canopy, Shed Type	264
Canopy, Shed Type	84
Patio, Concrete	264
Patio, Concrete	84

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Residential Dwelling	100	C-1	1960	1960	A	1.01	1605	1.43	0
Detached Garage/Boat House	100	C	1970	1970	A	1.01	528	1.43	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	\$26,000	\$23,400	\$22,800	\$22,800	\$22,100
Land Res (1)	\$26,000	\$23,400	\$22,800	\$22,800	\$22,100
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$115,600	\$104,200	\$103,800	\$95,000	\$96,400
Imp Res (1)	\$115,600	\$92,800	\$92,400	\$85,000	\$85,800
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$11,400	\$11,400	\$10,000	\$10,600
Total	\$141,600	\$127,600	\$126,600	\$117,800	\$118,500
Total Res (1)	\$141,600	\$116,200	\$115,200	\$107,800	\$107,900
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$11,400	\$11,400	\$10,000	\$10,600

Deductions

Year	Deduction Type	Amount
2023 PAYABLE 2024	Mortgage	0
2023 PAYABLE 2024	Standard Deduction \ Homestead	48,000
2023 PAYABLE 2024	Supplemental	27,280
2022 PAYABLE 2023	Mortgage	3,000
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	24,570
2021 PAYABLE 2022	Mortgage	3,000
2021 PAYABLE 2022	Standard Deduction \ Homestead	45,000
2021 PAYABLE 2022	Supplemental	21,980
2020 PAYABLE 2021	Mortgage	3,000
2020 PAYABLE 2021	Standard Deduction \ Homestead	45,000
2020 PAYABLE 2021	Supplemental	22,015
2019 PAYABLE 2020	Mortgage	3,000
2019 PAYABLE 2020	Standard Deduction \ Homestead	45,000
2019 PAYABLE 2020	Supplemental	22,015

Tax History

Detail:					
Tax Year	Type	Category	Description	Amount	Balance Due
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$752.00	\$0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$752.00	\$0.00
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$746.98	\$0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$746.98	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$689.00	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$689.00	\$0.00

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

Total:		
Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$1,504.00	\$0.00
2022 PAYABLE 2023	\$1,493.96	\$0.00
2021 PAYABLE 2022	\$1,378.00	\$0.00

Pay Taxes Online

Pay Taxes Online

Payments

Detail:			
Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	11/08/2024	CORELOGIC	\$752.00
2023 PAYABLE 2024	05/06/2024	CORELOGIC INC	\$752.00
2022 PAYABLE 2023	11/09/2023	CORELOGIC INC	\$746.98
2022 PAYABLE 2023	05/08/2023	CORELOGIC INC	\$746.98
2021 PAYABLE 2022	11/01/2022	CORELOGIC INC	\$689.00
2021 PAYABLE 2022	05/02/2022	CORELOGIC INC	\$689.00

Total:	
Tax Year	Amount
2023 PAYABLE 2024	\$1,504.00
2022 PAYABLE 2023	\$1,493.96
2021 PAYABLE 2022	\$1,378.00

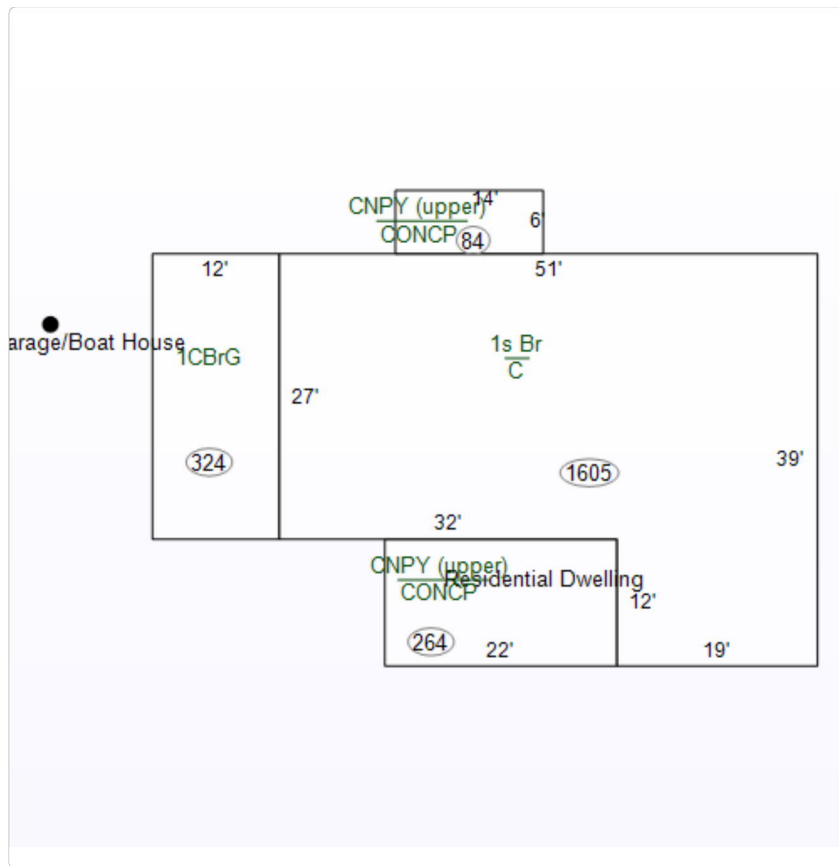
Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
09/17/2003	SHEPARD, SCOTT & REGINA F	WILLIAMS, CAROL		301/5535

Property Record Cards

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

Sketches



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

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Developed by  
 **SCHNEIDER**  
GEOSPATIAL

COUNTY:89-WAYNE

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 89-10-29-110-223.000-007	COUNTY PARCEL NUMBER 020-00923-00	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after May 10, 2024, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 10, 2024
TAXING UNIT NAME 020/007 CENTERVILLE	LEGAL DESCRIPTION EX 5 FT OFF ENT N END LOT 205 44 FT ENT W S OF LOT 204 17 FT PT		

PROPERTY ADDRESS 313 S 1ST ST
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SHEPARD, SCOTT & REGINA F  
313 S 1ST ST  
CENTERVILLE, IN 47330

SPRING AMOUNT DUE BY May 10, 2024	\$0.00
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Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

Remit Payment and Make Check Payable to:  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

8189020009230000000000002

COUNTY:89-WAYNE

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 89-10-29-110-223.000-007	COUNTY PARCEL NUMBER 020-00923-00	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after November 12, 2024, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 12, 2024
TAXING UNIT NAME 020/007 CENTERVILLE	LEGAL DESCRIPTION EX 5 FT OFF ENT N END LOT 205 44 FT ENT W S OF LOT 204 17 FT PT		

PROPERTY ADDRESS 313 S 1ST ST
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SHEPARD, SCOTT & REGINA F  
313 S 1ST ST  
CENTERVILLE, IN 47330

FALL AMOUNT DUE BY November 12, 2024	\$0.00
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Pay By Phone:(877)-690-3729 - jurisdiction code 2412  
Pay Online at: [www.co.wayne.in.us/treasurer](http://www.co.wayne.in.us/treasurer)

Remit Payment and Make Check Payable to:  
WAYNE COUNTY TREASURER  
401 E MAIN ST  
RICHMOND, IN 47374

8189020009230000000000002

COUNTY:89-WAYNE

TAXPAYER'S COPY-KEEP FOR YOUR RECORDS

PARCEL NUMBER 89-10-29-110-223.000-007	COUNTY PARCEL NUMBER 020-00923-00	TAX YEAR 2023 Payable 2024	DUE DATES
TAXING UNIT NAME 020/007 CENTERVILLE	LEGAL DESCRIPTION EX 5 FT OFF ENT N END LOT 205 44 FT ENT W S OF LOT 204 17 FT PT		SPRING - May 10, 2024 FALL - November 12, 2024

DATE OF STATEMENT:11/12/2024

PROPERTY ADDRESS 313 S 1ST ST		
PROPERTY TYPE Real Estate	TOWNSHIP 003-CENTER TWP	
ACRES 0.47	COUNTY SPECIFIC RATE/CREDIT	BILL CODE 036

SHEPARD, SCOTT & REGINA F  
313 S 1ST ST  
CENTERVILLE, IN 47330

TOTAL DUE FOR 2023 Payable 2024: \$0.00

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$752.00	\$752.00
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$0.00	\$0.00
Delinquent OATax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
(County Specific Charge)	\$0.00	\$0.00
Amount Due	\$752.00	\$752.00
Payments Received	(\$752.00)	(\$752.00)
Balance Due	\$0.00	\$0.00

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3 % for all other property. The Mortgage Deduction is no longer available beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: [www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101](http://www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101).

TAXPAYER AND PROPERTY INFORMATION

<u>Taxpayer Name and Mailing Address</u>	<u>Date of Notice</u>	<u>Due Dates</u>	<u>Parcel Number</u>	<u>Taxing District</u>
SHEPARD, SCOTT & REGINA F 313 S 1ST ST CENTERVILLE, IN 47330	November 12, 2024	May 10, 2024 November 12, 2024	020-00923-00 89-10-29-110-223.000-007	020/007 CENTERVILLE
	<u>Property Address:</u>	313 S 1ST ST		
	<u>Legal Description:</u>	EX 5 FT OFF ENT N END LOT 205 44 FT ENT W S OF LOT 204 17 FT PT LOT 204		

Spring installment due on or before May 10, 2024 and Fall installment due on or before November 12, 2024.

TABLE 1: SUMMARY OF YOUR TAXES

1. ASSESSED VALUE AND TAX SUMMARY	2022 Pay 2023	2023 Pay 2024
1a. Gross assessed value of homestead property	\$115,200	\$116,200
1b. Gross assessed value of other residential property and agricultural land	\$0	\$0
1c. Gross assessed value of all other property, including personal property	\$11,400	\$11,400
<b>2. Equals total gross assessed value of property</b>	<b>\$126,600</b>	<b>\$127,600</b>
2a. Minus deductions (see Table 5 below)	\$72,570	\$75,280
<b>3. Equals subtotal of net assessed value of property</b>	<b>\$54,030</b>	<b>\$52,320</b>
3a. Multiplied by your local tax rate	3.781500	3.657100
<b>4. Equals gross tax liability (see Table 3 below)</b>	<b>\$2,043.12</b>	<b>\$1,913.42</b>
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap(s) (see Table 2 and footnotes below)	\$549.16	\$409.42
4c. Minus savings due to over 65 circuit breaker credit <sup>1</sup>	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
<b>5. Total net property tax liability due (See remittance coupon for total amount due)</b>	<b>\$1,493.96</b>	<b>\$1,504.00</b>

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (equal to 1%, 2%, or 3%, depending upon combination of property types) <sup>2</sup>	\$1,494.00	\$1,504.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) <sup>3</sup>	\$0.00	\$0.00
<b>Maximum tax that may be imposed under cap</b>	<b>\$1,494.00</b>	<b>\$1,504.00</b>

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2023	TAX RATE 2024	TAX AMOUNT 2023	TAX AMOUNT 2024	DIFFERENCE 2023-2024	PERCENT DIFFERENCE
STATE	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
COUNTY	0.9258	0.9373	\$500.21	\$490.40	(\$9.81)	(1.96) %
TOWNSHIP	0.0187	0.0186	\$10.10	\$9.73	(\$0.37)	(3.66) %
SCHOOL	1.4866	1.3222	\$803.19	\$691.80	(\$111.39)	(13.87) %
LIBRARY	0.1652	0.1536	\$89.26	\$80.36	(\$8.90)	(9.97) %
CITY	1.1852	1.2254	\$640.36	\$641.13	\$0.77	0.12 %
TIR	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
STATETAXCREDIT	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
PENALTY	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
LIEN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
OTHER	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
<b>TOTAL</b>	<b>3.7815</b>	<b>3.6571</b>	<b>\$2,043.12</b>	<b>\$1,913.42</b>	<b>(\$129.70)</b>	<b>(6.35) %</b>

TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2023	2024	% Change
<b>TOTAL ADJUSTMENTS</b>			<b>0.00 %</b>

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY <sup>4</sup>

TYPE OF DEDUCTION	2023	2024
Standard Deduction \ Homestead	\$45,000.00	\$48,000.00
Supplemental	\$24,570.00	\$27,280.00
Mortgage	\$3,000.00	\$0.00
<b>TOTAL DEDUCTIONS</b>	<b>\$72,570.00</b>	<b>\$75,280.00</b>

1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indian Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.  
2. The property tax cap is calculated separately for each class of property owned by the taxpayer.  
3. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: [www.in.gov/dlgf/referendum-information](http://www.in.gov/dlgf/referendum-information).  
4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 on this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.

## **NOTICE OF PROPERTY TAX ASSESSMENTS**

**Name and Address of Taxpayer** – The owner and mailing address of the owner of record as of the date of this notice.

**Date of Notice / Due Date** – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges.

**Property Number (State / Local)** – State mandated property number of the taxable real estate and the local parcel number, if applicable.

**Taxing District** – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

### **TABLE 1: SUMMARY OF YOUR TAXES**

**Tax Summary** – The amounts involved with calculating your real estate property taxes.

**Taxes 2022 Pay 2023** – The summary of calculations based on tax rates for taxes payable last year.

**Taxes 2023 Pay 2024** – The summary of calculations based on this year's tax rates.

**Tax Relief Credits** – Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

- **Local Property Tax Credits** – Relief credit generated by the local income tax, which can be used to reduce property tax bills.
- **Over 65 Circuit Breaker Credit** – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at two percent (2%). (IC 6-1.1-20.6-8.5)
- **County Option Circuit Breaker Credit** – Credit for a calendar year adopted by the county fiscal body if homestead qualifies and age, adjusted gross income, and other eligibility requirements are met. The credit limits the increase of the homestead property tax liability of credit recipient at an amount between two percent (2%) and five percent (5%). (IC 6-1.1-49)

### **TABLE 2: PROPERTY TAX CAP INFORMATION**

**Property Tax Cap** – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and agricultural land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an **adjustment to the cap** is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure. This new value is considered your effective property tax cap or the **maximum that may be imposed under the cap**. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

### **TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY**

**Taxing Authority** – The name of the unit levying the taxes.

**Tax Rate 2023** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2023.

**Tax Rate 2024** – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

**Tax Amount 2023** – The amount of taxes for this property allocated to each taxing authority for 2023.

**Tax Amount 2024** – The amount of taxes for this property allocated to each taxing authority for the current year.

**Tax Difference 2023-2024** – The difference in dollars between current taxes and prior year taxes for each taxing authority.

**Percent Difference** – The percent change between last year's tax amount and this year's tax amount for each taxing authority.

### **TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY**

**Levying Authority** – The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.

**Amount 2023** – The total amount of other charges added to your tax bill in 2023.

**Amount 2024** – The total amount of other charges added to your tax bill for the current year.

### **TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY**

**Type of Deduction** – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date.

Various restrictions apply. For more information, call the county auditor at (765) 973-9317 or visit <http://www.co.wayne.in.us/auditor>. Deductions documented in this bill can include, but are not limited to, the following:

- **Abatement** – Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- **Blind/Disabled** – Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- **Enterprise Zone** – Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- **Geothermal** – Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- **Homestead Standard Deduction** – Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- **Supplemental Standard Deduction** – Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- **Mortgage** – Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2) [Deduction will no longer apply to tax bills beginning with 2023 Pay 2024]
- **Nonprofit** – Exemption for eligible properties. (IC 6-1.1-10)
- **Over 65** – Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- **Veterans** – Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

**Amount 2023** – The amount deducted from your bill in 2023 for each benefit.

**Amount 2024** – The amount deducted from your bill this year for each benefit.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (765) 973-9254 or visit <http://www.co.wayne.in.us/assessor>. To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must: (1) immediately forward the notice to the county board; and (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal. For further instructions on filing an appeal or correction of error, contact your assessor at (765) 973-9254.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2024, for mobile homes assessed under IC 6-1.1-7 and January 1, 2023, for real property).



Deborah Resh  
Wayne County Recorder  
IN 2003015534 WD  
09/17/2003 16:15:23 2 PGS  
Filing Fee: \$16.00

16.08.17

WARRANTY DEED

THIS INDENTURE WITNESSETH, That CAROL WILLIAMS, of Wayne County, in the State of Indiana, Conveys and Warrants to SCOTT SHEPARD and REGINA F. SHEPARD, husband and wife, of Wayne County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, all right, title and interest in the following described Real Estate in Wayne County, in the State of Indiana, to-wit:

31-29-110-223.000-20

Lot Number Two hundred Five (205) in William Sumners Addition to the Town of Centerville, in said County and State, **EXCEPT** a strip Five (5) feet in width off the entire North end of said Lot for the purpose of a public alley.

**ALSO:** Being forty-four (44) feet in equal width across the entire west side of Lot 204 in William Sumners Addition to the Town of Centerville, Indiana, **except** five (5) feet in equal width across the entire north side of Lot 204 for use as a public alley, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 204 and running thence north, along the west line of said Lot 204, one hundred sixty (160) feet to the south line of said public alley; thence east, along the south line of said public alley, forty-four (44) feet; thence south, parallel to the west line of said Lot 204, one hundred sixty (160) feet to the north line of South Street; thence west, along the north of South Street, forty-four (44) feet to the place of beginning, containing an area of sixteen hundredths (0.16) acres.

**ALSO:** Part of Lot 204 in William Sumner's Addition to the Town of Centerville, described as follows:

Beginning at the Southwest corner of said Lot 204 running thence North along the West line of Lot 204 one hundred sixty (160) feet

to the South line of a public alley; thence East, along the South line of said public alley forty-four (44) feet to the starting point of this description; thence, East seventeen (17) feet; thence, South parallel to the West line of said Lot 204 one hundred sixty (160) feet to the North line of South Street; thence, West along the North line of South Street seventeen (17) feet; thence, North parallel to the West line of Lot 204 one hundred sixty (160) feet to the place of beginning, **excepting therefrom** five (5) feet in equal width across the entire North side of this description which is used as a public alley.

**SUBJECT TO:** The second installment of real estate taxes for 2002, due and payable in November of 2003, and all subsequent taxes which Grantees herein assume and agree to pay.

IN WITNESS WHEREOF, the said CAROL WILLIAMS has hereunto set her hand and seal this 15th day of September, 2003.

Carol Williams (Seal)  
CAROL WILLIAMS

STATE OF INDIANA, COUNTY OF WAYNE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of September, 2003, personally appeared the within named CAROL WILLIAMS, Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:

9-7-09

Teressa Sue Smith  
Printed: Teressa Sue Smith  
Notary Public  
Resident of Union County

This instrument prepared by Edward O. Martin, Attorney at Law.

Send tax statements to: Scott and Regina F. Shepard, 313 S. 1st Street, Centerville, IN 47330

Duly entered for  
taxation this

SEP 17 2003

Christopher H. Beeson  
AUDITOR of WAYNE COUNTY

RECORDED SEP 17 2003 DEBORAH RESH, R.W.C.

Deborah Resh  
Wayne County Recorder  
IN 2003015535 MTG  
09/17/2003 16:15:36 12 PGS  
Filing Fee: \$31.00

2003-09-17

[Space Above This Line For Recording Data]

## MORTGAGE

### 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 09-17-2003, together with all Riders to this document.

(B) "Borrower" is SCOTT SHEPARD AND REGINA F. SHEPARD, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is UNION COUNTY NATIONAL BANK OF LIBERTY.

Lender is a CORPORATION organized and existing under the laws of THE UNITED STATES OF AMERICA. Lender's address is

107 WEST UNION ST., P.O. BOX 217, LIBERTY, IN 47353-0217.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 09-17-2003.

The Note states that Borrower owes Lender SEVENTY EIGHT THOUSAND AND NO/100

Dollars (U.S. \$78,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10-01-2033.

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

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

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

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

Form 3015 1/01

INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000

ref: 1/2001

(page 1 of 11 pages)

SS

RS



J G 1 A 0

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

.....COUNTY OF WAYNE..... of INDIANA.....  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A

which currently has the address of .....313 S. FIRST STREET.....  
[Street]

.....CENTERVILLE....., Indiana .....47330..... ("Property Address"):  
[City] [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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for

any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by 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 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.

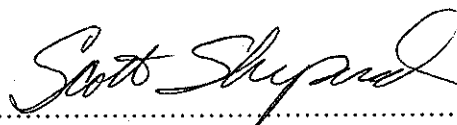
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

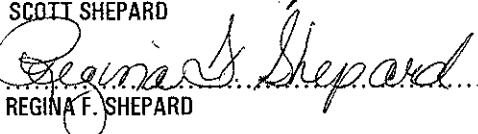
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (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 Appraisement. Borrower waives all right of valuation and appraisement.

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.

  
..... (Seal)  
SCOTT SHEPARD -Borrower

  
..... (Seal)  
REGINA F. SHEPARD -Borrower

[Space Below This Line For Acknowledgment]

STATE OF INDIANA

Before me, Claudia Y. Miller, a Notary Public this 17TH day of SEPTEMBER, 2003, SCOTT SHEPARD; REGINA F. SHEPARD, HUSBAND AND WIFE acknowledged the execution of the annexed mortgage.

WITNESS my hand and official seal.

My commission expires: Claudia Y. Miller, Notary Public



Residing In Wayne County, IN

My Commission Exp. 9-18-09

Claudia Y. Miller  
Notary Public

Type or Print Name

Resident of \_\_\_\_\_ County, Indiana

This instrument was prepared by:

UNION COUNTY NATIONAL BANK OF LIBERTY-MELISSA GULLEY, LPU

EXHIBIT A

Lot Number Two hundred Five (205) in William Sumners Addition to the Town of Centerville, in said County and State, EXCEPT a strip Five (5) feet in width off the entire North end of said Lot for the purpose of a public alley.

ALSO: Being forty-four (44) feet in equal width across the entire west side of Lot 204 in William Sumners Addition to the Town of Centerville, Indiana, except five (5) feet in equal width across the entire north side of Lot 204 for use as a public alley, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 204 and running thence north, along the west line of said Lot 204, one hundred sixty (160) feet to the south line of said public alley; thence east, along the south line of said public alley, forty-four (44) feet; thence south, parallel to the west line of said Lot 204, one hundred sixty (160) feet to the north line of South Street; thence west, along the north of South Street, forty-four (44) feet to the place of beginning, containing an area of sixteen hundredths (0.16) acres.

ALSO: Part of Lot 204 in William Sumner's Addition to the Town of Centerville, described as follows:

Beginning at the Southwest corner of said Lot 204 running thence North along the West line of Lot 204 one hundred sixty (160) feet to the South line of a public alley; thence East, along the South line of said public alley forty-four (44) feet to the starting point of this description; thence, East seventeen (17) feet; thence, South parallel to the West line of said Lot 204 one hundred sixty (160) feet to the North line of South Street; thence, West along the North line of South Street seventeen (17) feet; thence, North parallel to the West line of Lot 204 one hundred sixty (160) feet to the place of beginning.

SS RS

RECORDED SEP 17 2003 DEBORAH RESH, R.W.C.

Deborah Resh  
Wayne County Recorder  
IN 2003015536 AMG  
09/17/2003 16:15:55 1 PGS  
Filing Fee: \$10.00

Prepared By: Melissa Gulley, LPU  
UNION COUNTY NATIONAL BANK OF LIBERTY  
P.O. BOX 217  
LIBERTY, IN 47353

Recording Requested By/Return To: UNION COUNTY NATIONAL BANK OF LIBERTY  
Melissa Gulley, LPU  
P.O. BOX 217  
LIBERTY, IN 47353

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is P.O. BOX 217, LIBERTY, INDIANA 47353 does hereby grant, sell, assign, transfer and convey, unto PHH MORTGAGE SERVICES (herein "Assignee"), whose address is 4001 LEADENHALL ROAD, MT. LAUREL, NJ 08054, a certain Mortgage dated 9-17-03 executed by Scott Shepard and Regina F. Shepard, Husband and Wife to and in favor of UNION COUNTY NATIONAL BANK OF LIBERTY and given to secure payment of \$78,000.00 which mortgage is of record in Original Principal Amount and Maturity Date of Note(s) Book, Volume, or Liber No. \_\_\_\_\_, at page \_\_\_\_\_ (or as No. 2003015535) of the Mortgage Records of Wayne County, State of Indiana, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 9-17-03

Bobbie LaFollette

Witness (Bobbie LaFollette)

Sue Cain

Witness (Sue Cain)

UNION COUNTY NATIONAL BANK OF LIBERTY

(Assignor)

By Melissa J. Gulley  
(Signature)

MELISSA J. GULLEY  
LEAD LOAN PROCESSOR

Attest (Print Name)

Seal:

STATE OF INDIANA, UNION COUNTY ss:

On this 9-17-03, before me, a Notary Public in and for said County and State, personally appeared Melissa J. Gulley, Lead Loan Processor, Union County National Bank of Liberty, who executed the foregoing instrument.

My Commission Expires

4-18-08

Marn. Baker  
Marn. Baker Notary  
Residing in Union County

RECORDED SEP 17 2003 DEBORAH RESH, R.W.C.



When Recorded Return To:  
PHH Mortgage Corporation  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

## ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES, WHOSE ADDRESS IS 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, (ASSIGNOR)** by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **NEW RESIDENTIAL MORTGAGE LLC, WHOSE ADDRESS IS 1345 AVENUE OF THE AMERICAS, 45TH FLOOR, NEW YORK, NY 10105, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Mortgage is dated 09/17/2003, and made by **SCOTT SHEPARD AND REGINA F SHEPARD** to **UNION COUNTY NATIONAL BANK OF LIBERTY** and recorded in **Document # 2003015535** in the office of the Recorder of **WAYNE** County, **Indiana**.

Dated this 23rd day of December in the year 2020.  
PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES

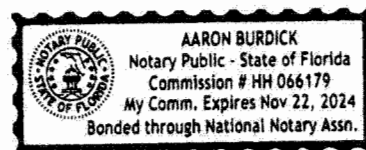
JESSICA REAVES  
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 23rd day of December in the year 2020, by Jessica Reaves as VICE PRESIDENT of PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

AARON BURDICK  
COMM EXPIRES: 11/22/2024



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
PHH03 417428855 PHH03-NRMSHELL1001 (R) DOCR T232012-12:15:17 [C-2] EFRMIN1



\*D0066753251\*



CERTIFICATE OF PROOF

WITNESS to the signature(s) executed and delivered in my presence on the foregoing instrument to which this Proof is associated:

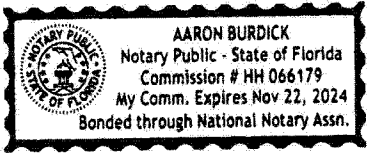
J. Borkowski  
JUSTIN BORKOWSKI  
WITNESS

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, a Notary Public in and for said County and State, this 23rd day of December in the year 2020, personally appeared, by means of [X] physical presence or [ ] online notarization the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Jessica Reaves to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Jessica Reaves execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto. He/she/they is (are) personally known to me.

Witness my hand and Notarial Seal this 23rd day of December in the year 2020.

Aaron Burdick  
AARON BURDICK  
COMM EXPIRES: 11/22/2024



PHH03 417428855 PHH03-NRMSHELL1001 (R) DOCR T232012-12:15:17 [C-2] EFRMIN1



\*D0066753251\*

## Search Results for:

**NAME: SHEPARD, SCOTT (Super Search)**



**REGION: Wayne County, IN**

**DOCUMENTS VALIDATED THROUGH: 11/8/2024 4:27 PM**

Showing 9 results

Filter:

Document Details	County	Date	Type	Name	Legal
<a href="#">Book 466, Page 425</a>	Wayne	04/12/1990	DEED : DEED-WARRANTY	<b>SHEPARD, SCOTT L</b> <a href="#">Search</a> <a href="#">Search</a> EMMONS, B C <a href="#">Search</a> SHEPARD, REGINA F	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">Book 687, Page 35</a>	Wayne	04/12/1990	MORT : MORTGAGE	<b>SHEPARD, SCOTT L</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, REGINA F <a href="#">Search</a> MP MORTGAGE CORPORATION	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">2002008643</a>	Wayne	07/01/2002	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, SCOTT L</b> <a href="#">Search</a> <a href="#">Search</a> IRWIN MORTGAGE CORPORATION <a href="#">Search</a> SHEPARD, REGINA F <a href="#">Search</a> ABN AMRO MORTGAGE GROUP	
<a href="#">2003013939</a>	Wayne	08/21/2003	DEED : DEED-WARRANTY	<b>SHEPARD, SCOTT L</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, REGINA F <a href="#">Search</a> SCHLOTTERBECK, DAVID M <a href="#">Search</a> SHAW, STACIE R	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">2003015534</a>	Wayne	09/17/2003	DEED : DEED-WARRANTY	<b>SHEPARD, SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> WILLIAMS, CAROL <a href="#">Search</a> SHEPARD, REGINA F	<a href="#">Search</a> Lot 205 CENTERVILLE - SUMNERS WILLIAM ADDN <a href="#">Search</a> Lot 204 CENTERVILLE - SUMNERS WILLIAM ADDN
<a href="#">2003015535</a>	Wayne	09/17/2003	MORT : MORTGAGE	<b>SHEPARD, SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, REGINA F <a href="#">Search</a> UNION COUNTY NATIONAL BANK	<a href="#">Search</a> Lot 204 CENTERVILLE - SUMNERS WILLIAM ADDN <a href="#">Search</a> Lot 205 CENTERVILLE - SUMNERS WILLIAM ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2003015536</a>	Wayne	09/17/2003	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, REGINA F <a href="#">Search</a> UNION COUNTY NATIONAL BANK <a href="#">Search</a> PHH MORTGAGE SERVICES CORPORATION	
<a href="#">2003016707</a>	Wayne	10/06/2003	REL : MORTGAGE RELEASE	<b>SHEPARD, SCOTT L</b> <a href="#">Search</a> <a href="#">Search</a> ABN AMRO MORTGAGE GROUP INC <a href="#">Search</a> SHEPARD, REGINA F	
<a href="#">2020010599</a>	Wayne	12/23/2020	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, SCOTT</b> <a href="#">Search</a> <a href="#">Search</a> PHH MORTGAGE CORPORATION <a href="#">Search</a> PHH MORTGAGE SERVICES <a href="#">Search</a> SHEPARD, REGINA F <a href="#">see details for more</a>	

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## Search Results for:

**NAME: SHEPARD, REGINA (Super Search)**



**REGION: Wayne County, IN**

**DOCUMENTS VALIDATED THROUGH: 11/8/2024 4:27 PM**

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Document Details	County	Date	Type	Name	Legal
<a href="#">Book 327, Page 531</a>	Wayne	05/04/1966	DEED : DEED-WARRANTY	<b>SHEPARD, COURTLEY RAY</b> <a href="#">Search</a> <a href="#">Search</a> HARBIN, ARLIE M <a href="#">Search</a> HARBIN, HELEN KAY <a href="#">Search</a> SHEPARD, VIRGINIA LEE	<a href="#">Search</a> Lot 35 SALTER JAMES W ADDN IN GREENWOOD
<a href="#">Book 466, Page 425</a>	Wayne	04/12/1990	DEED : DEED-WARRANTY	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> EMMONS, B C <a href="#">Search</a> SHEPARD, SCOTT L	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">Book 687, Page 35</a>	Wayne	04/12/1990	MORT : MORTGAGE	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, SCOTT L <a href="#">Search</a> MP MORTGAGE CORPORATION	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">2002008643</a>	Wayne	07/01/2002	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> IRWIN MORTGAGE CORPORATION <a href="#">Search</a> SHEPARD, SCOTT L <a href="#">Search</a> ABN AMRO MORTGAGE GROUP	
<a href="#">2003013939</a>	Wayne	08/21/2003	DEED : DEED-WARRANTY	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, SCOTT L <a href="#">Search</a> SCHLOTTERBECK, DAVID M <a href="#">Search</a> SHAW, STACIE R	<a href="#">Search</a> Lot 115 CENTERVILLE - WILLOWBROOK 2ND SUB DIV
<a href="#">2003015534</a>	Wayne	09/17/2003	DEED : DEED-WARRANTY	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> WILLIAMS, CAROL <a href="#">Search</a> SHEPARD, SCOTT	<a href="#">Search</a> Lot 205 CENTERVILLE - SUMNERS WILLIAM ADDN <a href="#">Search</a> Lot 204 CENTERVILLE - SUMNERS WILLIAM ADDN

Document Details	County	Date	Type	Name	Legal
<a href="#">2003015535</a>	Wayne	09/17/2003	MORT : MORTGAGE	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, SCOTT <a href="#">Search</a> UNION COUNTY NATIONAL BANK	<a href="#">Search</a> Lot 204 CENTERVILLE - SUMNERS WILLIAM ADDN <a href="#">Search</a> Lot 205 CENTERVILLE - SUMNERS WILLIAM ADDN
<a href="#">2003015536</a>	Wayne	09/17/2003	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> SHEPARD, SCOTT <a href="#">Search</a> UNION COUNTY NATIONAL BANK <a href="#">Search</a> PHH MORTGAGE SERVICES CORPORATION	
<a href="#">2003016707</a>	Wayne	10/06/2003	REL : MORTGAGE RELEASE	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> ABN AMRO MORTGAGE GROUP INC <a href="#">Search</a> SHEPARD, SCOTT L	
<a href="#">2020010599</a>	Wayne	12/23/2020	ASGN : MORTGAGE ASSIGNMENT	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> PHH MORTGAGE CORPORATION <a href="#">Search</a> PHH MORTGAGE SERVICES <a href="#">Search</a> SHEPARD, SCOTT <a href="#">see details for more</a>	
<a href="#">2021008234</a>	Wayne	08/17/2021	MISC : MISCELLANEOUS GENERAL	<b>SHEPARD, REGINA F</b> <a href="#">Search</a> <a href="#">Search</a> WAYNE TOWNSHIP ASSESSOR	

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Search Results for:

NAME: SHEPARD, REGINA (Super Search)



PARTY ROLE: Case Party  
REGION: Wayne County, IN

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Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D02-0812-EU-000070</a>	Shepard, Regina		Non-Party	Civil	Closed	12/04/2008	12/06/2010
<a href="#">89D02-0811-ES-000065</a>	Shepard, Regina		Non-Party	Civil	Closed	11/17/2008	07/30/2015
<a href="#">89D01-0807-EU-000038</a>	Shepard, Regina		Non-Party	Civil	Closed	07/01/2008	01/27/2010
<a href="#">89D01-0709-ES-000052</a>	Shepard, Regina		Non-Party	Civil	Closed	09/26/2007	11/06/2009
<a href="#">89D02-9609-CT-000030</a>	Shepard, Regina F		Plaintiff	Civil	Closed	09/20/1996	10/16/1997

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Search Results for:

NAME: SHEPARD, SCOTT (Super Search)



PARTY ROLE: Case Party

REGION: Wayne County, IN

Showing 3 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
<a href="#">89D03-0402-IF-001622</a>	Shepard, Scott L	10/16/1962	Defendant	Citation	Closed	02/26/2004	03/30/2004
<a href="#">89D03-0309-IF-008518</a>	Shepard, Scott L	10/16/1962	Defendant	Citation	Closed	09/18/2003	10/23/2003
<a href="#">89D02-9609-CT-000030</a>	Shepard, Scott L		Plaintiff	Civil	Closed	09/20/1996	10/16/1997

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