



LIEN SEARCH Product Cover Sheet

ORDER INFORMATION

FILE/ORDER NUMBER:	LL-UFB-00436	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	PHILLIP WAYNE BERNARD, MEGAN MARIE BERNARD		
PROPERTY ADDRESS:	12085 EVERWOOD CIR		
CITY, STATE AND COUNTY:	NOBLESVILLE, INDIANA (IN) AND HAMILTON		

SEARCH INFORMATION

SEARCH DATE:	07/01/2024	EFFECTIVE DATE:	06/27/2024
NAME(S) SEARCHED:	PHILLIP WAYNE BERNARD AND MEGAN MARIE BERNARD		
ADDRESS/PARCEL SEARCHED:	12085 EVERWOOD CIR, NOBLESVILLE, IN 46060/20-11-03-00-05-012.000		

ASSESSMENT INFORMATION

COMMENTS:	
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CURRENT OWNER VESTING

PHILLIP W. BERNARD AND MEGAN M. BERNARD, HUSBAND AND WIFE

COMMENTS:	
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VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	CORY R. JOHNSON AND AMANDA J. JOHNSON, HUSBAND AND WIFE
DATED DATE:	02/24/2021	GRANTEE:	PHILLIP W. BERNARD AND MEGAN M. BERNARD, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	02/25/2021
INSTRUMENT NO:	2021014981		
COMMENTS:			

CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024(Spring)	TAX YEAR:	2024(FALL)
TAX AMOUNT:	\$2,187.91	TAX AMOUNT:	\$2,187.91
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:	05/10/2024	DUE DATE:	11/12/2024
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

VOLUNTARY LIENS

SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$300,000.00
DATED DATE:	02/24/2021	RECORDED DATE	02/25/2021
INSTRUMENT NO:	2021014982	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	PHILLIP W BERNARD AND MEGAN M BERNARD, HUSBAND AND WIFE;		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR CALIBER HOME LOANS, INC.		
TRUSTEE:	N/A		

COMMENTS:			
RELATED DOCUMENT			
DOC NAME:		BOOK/PAGE:	
DATED DATE:		INSTRUMENT NO.	
REC DATE:		COUNTY:	
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
RELATED DOCUMENT			
DOC NAME:		BOOK/PAGE:	
DATED DATE:		INSTRUMENT NO.	
REC DATE:		COUNTY:	
ASSIGNOR:			
ASSIGNEE:			
BENEFICIARY:			
TRUSTEE:			
PURPOSE:			
COMMENTS:			
FOR PREAMBLE			
CITY/TOWNSHIP/PARISH:	CITY OF NOBLESVILLE		
ADDITIONAL NOTES			
LEGAL DESCRIPTION			
<p>THE FOLLOWING DESCRIBED REAL ESTATE IN HAMILTON COUNTY, IN THE STATE OF INDIANA, TO WIT:</p> <p>LOT 189 IN THE HIGHLANDS AT STONY CREEK, SECTION 3B, A SUBDIVISION IN THE CITY OF NOBLESVILLE, HAMILTON COUNTY, AS PER PLAT THEREOF, RECORDED JUNE 24, 2003 IN PLAT CABINET 3 SLIDE 195 AS INSTRUMENT #200300060470, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.</p>			

ADMINISTRATIVE INFORMATION			OWNERSHIP	Tax ID 2011030005012000	Printed 04/17/2024	Card No. 1	of 1			
PARCEL NUMBER 29-11-03-005-012.000-022			Bernard, Phillip W & Megan M h&w 12085 Everwood Cir Noblesville, IN 46060	TRANSFER OF OWNERSHIP						
Parent Parcel Number			Acreage .22, Section 3, Township 18, Range 5, HIGHLANDS AT STONY CREEK, Section 3B, Lot 189, Irregular Shape	Date						
Property Address 12085 Everwood Cir			02/24/2021	Johnson, Cory R & Amanda J h&w Doc #: 2021-14981	\$375000					
Neighborhood 801650 Highlands @ Stoney Creek			03/23/2018	Wills, Jeffrey S & B Renee Doc #: 2018-12520	\$315000					
Property Class 510 Res 1 fam dwelling platted lot			10/09/2006	Centex Homes Doc #: 60535	\$238735					
TAXING DISTRICT INFORMATION			RESIDENTIAL							
Jurisdiction 29			VALUATION RECORD							
Area 012 WAYNE			Assessment Year	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2023	01/01/2024
Corporation N			Reason for Change	REVAL	Trend	Trend	Trend	REVAL	Form 130	Trend
District 022 Noblesville Wayne										
Routing Number 78										

Site Description	VALUATION	L	47500	81600	81600	81600	130600	130600	130600
Topography:	True Tax Value	B	264700	221500	238900	300900	295600	245400	271600
		T	312200	303100	320500	382500	426200	376000	402200
Public Utilities:	LAND DATA AND CALCULATIONS								
Street or Road:	Rating	Measured	Table	Prod. Factor					
	Soil ID	Acreage	120	-or-					
Neighborhood:	-or-	-or-		Depth Factor					
	Actual	Effective	Effective	-or-	Base	Adjusted	Extended	Influence	
	Land Type	Frontage	Frontage	Depth	Square Feet	Rate	Rate	Value	Factor
Zoning:	1 HOMESITE	0.2200		2.12	280000.00	593600.00	130590		130590
Legal Acres:									
0.2200									
Admin Legal									
0.2200									

CK25: CHECK OBSOL 01/19/2024 TMO/LJ						Supplemental Cards		
F130: Pet: 29-022-23-0-5-01170 RECENT SALE TMO 7/6/2023								
NC04: NEW SPLIT TMO 6/1/04 BG 6/8/04								
NC07: Dwelling 100% as of 3-1-07 TMO 3-30-07/DJB 4-10-07						TRUE TAX VALUE 130590		
RV17: ADDED CNP 01-01-17 DB			FARMLAND COMPUTATIONS					
RV19: ADDED BSMT FIN & FB 01-01-2019 DB			Parcel Acreage			0.2200	Measured Acreage	
RV23: CORR EXT FIN 01/01/23 TO						Average True Tax Value/Acre		
RVAL: 2012: CORRECTED WDK DJB			81 Legal Drain NV [-]			TRUE TAX VALUE FARMLAND		
			82 Public Roads NV [-]			Classified Land Total		
			83 UT Towers NV [-]			Homesite(s) Value (+)		
			9 Homesite(s) [-]			Excess Acreage Value (+)		
			91/92 Excess Acreage[-]					
			TOTAL ACRES FARMLAND			Supplemental Cards		
			TRUE TAX VALUE			TOTAL LAND VALUE 130600		

Figure 1 is a schematic diagram of a building layout. The layout includes several rooms and corridors, with dimensions and labels as follows:

- Top Section:** A room labeled "Wd Dk" (251) with dimensions 14, 4.2, and 10. Adjacent to it is a room labeled "01" with a dimension of 20.
- Central Area:** A large room labeled "2 s Fr" (1198) with a dimension of 46. To its left is a room labeled "25" with a dimension of 25. To its right is a room labeled "31" with a dimension of 31.
- Bottom Section:** A room labeled "2 c Fr G" (660) with a dimension of 22. To its left is a room labeled "30" with a dimension of 30. To its right is a room labeled "12" with a dimension of 12. Below the "12" room is a room labeled "Port" (48) with a dimension of 4. To the right of the "Port" room is a room labeled "8" with a dimension of 8. Below the "Port" room is a room labeled "12" with a dimension of 12.

GRADE ADJUSTED VALUE	277630
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Data Collector/Date	Appraiser/Date	Neighborhood	Supplemental Cards	
TO 05/26/2022		Neigh 801650 AV	TOTAL IMPROVEMENT VALUE	271600

Hamilton County, IN - Property Report for Parcel #: 20-11-03-00-05-012.000


Taxes Due in 2024 as of June 28, 2024


20110300050120000000002187912

Late Payment Penalties: Add 5% penalty after due date, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made 30 days after the due date.



You will be transferred to paymentus.com for online payments. Payments made after the Spring Due date (May 10th, 2024) will incur a 5% penalty. However, that penalty will not be shown on the website until mid-June. If you wish, you can calculate the 5% yourself and add it to the amount you are paying. If you are making a late payment online, you will need to come back to this page in mid-June to pay the penalty or to ensure you paid the correct amount.

Spring Breakdown for parcel 20-11-03-00-05-012.000		12085 Everwood Cir Noblesville, IN 46060	
	Charge	Balance	
Spring Tax	\$2,170.41	\$0.00	
Delq Tax & Pen	\$0.00	\$0.00	
Special Assessments	\$17.50	\$0.00	
Back Tax/Civil Pen	\$0.00	\$0.00	
Spring Totals: Due May 10, 2024	\$2,187.91	\$0.00	
201103000501200000000000000001		 20110300050120001	

Fall Breakdown for parcel 20-11-03-00-05-012.000		12085 Everwood Cir Noblesville, IN 46060	
	Charge	Balance	
Fall Tax	\$2,170.41	\$2,170.41	
Special Assessments	\$17.50	\$17.50	
Penalty	\$0.00	\$0.00	
Back Tax/Civil Pen	\$0.00	\$0.00	
Fall Totals: Due Nov 12, 2024	\$2,187.91	\$2,187.91	
20110300050120000000002187912		 20110300050120002	

Balance Due:	\$2,187.91
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Payment Breakdown:

Payment Date	Paid By	Amount
05/03/2024	CoreLogic Tax	\$2,187.91

Disclaimer: This program allow s you to view and print certain public records. **Each section reflects information as of a specific date;** so the information provided in different sections or reports may not match. All information has been derived from public records that are constantly undergoing change and is not w arranted for content or accuracy. It may not reflect the current information pertaining to the property of interest.

DULY ENTERED FOR TAXATION
Subject to final acceptance of transfer
25th day of February 2021 - HG
Robin M. Miller Auditor of Hamilton County
Parcel # 20-11-03-00-05-012.000

2021014981 WD \$25.00
02/25/2021 10:10:25AM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



AMM

TAX ID NUMBER(S)
20-11-03-00-05-012.000 29-11-03-005-012.000-022

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT

Cory R. Johnson and Amanda J. Johnson, Husband and Wife

CONVEY(S) AND WARRANT(S) TO

Phillip W. Bernard and Megan M. Bernard, Husband and Wife, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Hamilton County, in the State of Indiana, to wit:

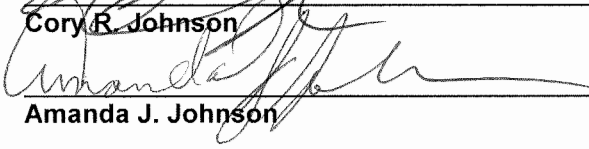
SEE ATTACHED EXHIBIT "A"

Subject to Real Estate taxes now due and payable and thereafter.

Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 24 day of February, 2021


Cory R. Johnson


Amanda J. Johnson

State of Indiana, County of Hamilton ss:

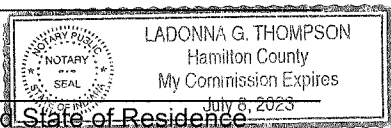
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Cory R. Johnson and Amanda J. Johnson** who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 24 day of February 2021

My Commission Expires:

Ladonna G. Thompson
Signature of Notary Public

Commission No.



Printed Name of Notary

Notary Public County and State of Residence

This instrument was prepared by:

Andrew R. Drake, Attorney-at-Law
11711 N. Pennsylvania St., Suite 110, Carmel, IN 46032

Property Address:

12085 Everwood Circle
Noblesville, IN 46060

Grantee's Address and Mail Tax Statements To:

12085 Everwood Circle
Noblesville IN 46060

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Andrew R. Drake

EXHIBIT A

Lot 189 in The Highlands at Stony Creek, Section 3B, a Subdivision in the City of Noblesville, Hamilton County, as per plat thereof, recorded June 24, 2003 in Plat Cabinet 3 Slide 195 as Instrument #200300060470, in the Office of the Recorder of Hamilton County, Indiana.

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

OCNS
Witness Signature

Carey McBeatz
Witness Name (must be typed / printed)

PROOF:

State of Indiana, County of Hamilton ss:

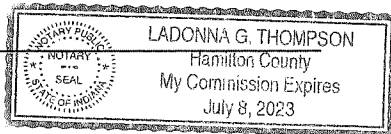
Before me, a Notary Public in and for said County and State, personally appeared, the above named WITNESS to the foregoing instrument, who, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Cory R. Johnson and Amanda J. Johnson** (Name of person signing document) in the foregoing subscribing witness' presence.

WITNESS, my hand and Seal this 24 day of February, 2021.

My Commission Expires: _____

Ladonna G. Thompson
Signature of Notary Public

Commission No. _____



Printed Name of Notary _____

Notary Public County and State of Residence _____

2021014982 MTG \$55.00
02/25/2021 10:10:25AM 19 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



AMM

After Recording Return To:

FIRST AMERICAN MORTGAGE SOLUTIONS ON BEHALF OF CALIBER HOME LOANS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

[Space Above This Line For Recording Data]

Loan Number 9734951420
MERS Number 100820997349514201

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 **FEBRUARY 24, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **PHILLIP W BERNARD AND MEGAN M BERNARD, HUSBAND AND WIFE**, whose mailing address is **12085 EVERWOOD CIR, NOBLESVILLE, INDIANA 46060-4178**. Borrower is the mortgagor under this Security Instrument.

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

(D) **"Lender"** is **CALIBER HOME LOANS, INC.**. Lender is a **CORPORATION** organized and existing under the laws of **DELAWARE**. Lender's address is **1525 S. BELT LINE ROAD, COPPELL, TX 75019**.

(E) **"Note"** means the promissory note signed by Borrower and dated **FEBRUARY 24, 2021**. The Note states that Borrower owes Lender **THREE HUNDRED THOUSAND AND 00/100THS** Dollars (U.S. **\$300,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 01, 2051**.

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

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

Form 3015 1/01 (page 1 of 15 pages)



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

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

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider

☐ Balloon Rider ☒ Planned Unit Development Rider ☐ Biweekly Payment Rider

☐ 1-4 Family Rider ☐ V.A. Rider ☐ Manufactured Home Rider

☐ Leasehold Rider ☐ Revocable Trust Rider

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

following described property located in the County [Type of Recording Jurisdiction] of
HAMILTON [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

Parcel ID Number: **29-11-03-005-012.000-022**

which currently has the address of **12085 EVERWOOD CIR**

NOBLESVILLE, Indiana 46060-4178 [Street] ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully 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 the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only

report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A

sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date


specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

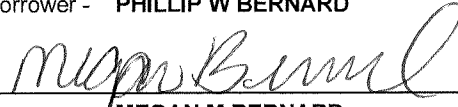
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Witness - 
Casey McBeath

Witness -  (Seal)

Borrower - **PHILLIP W BERNARD**

 (Seal)
Borrower - **MEGAN M BERNARD**

State of **INDIANA**)
)
County of **HAMILTON**)
Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared **PHILLIP W BERNARD and MEGAN M BERNARD** who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 24 day of February, 2021

[SEAL]

Ladonna G. Thompson
Signature of Notary Public

Printed Name of Notary Public

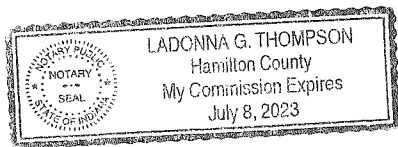
Printed Notary Public's County of Residence

My Commission Expires _____

[] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: _____
(City, County, and State)

Location of notary at the time of the notarial act: _____
(City and County in Indiana)



WITNESS NOTARIZATION

State of **INDIANA**

County of Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Casey McBeath
_____ and _____ [Witness Name(s)], being known to me
to be the person(s) whose name(s) is/are subscribed as witness(es) to the foregoing instrument, who, being duly
sworn by me, depose(s) and say(s) that the foregoing instrument was executed and delivered by **PHILLIP W
BERNARD and MEGAN M BERNARD** [Grantor's or other Signer's Name] in the presence of the above-
named subscribing witness(es), and that the above-named subscribing witness(es) is/are not a party to the
transaction described in the foregoing instrument and will not receive any interest in or proceeds from the
property that is the subject of the transaction.

Witness my hand and Notarial Seal this 24 day of February, 2021

[SEAL]

Ladonna G. Thompson
Notary Public



Printed Name of Notary Public

Printed Notary Public's County of Residence

My Commission Expires: _____

[] This remote notarial act was performed using audiovisual communication technology.

Location of witness at the time of the notarial act: _____
(City, County, and State)

Location of notary at the time of the notarial act: _____
(City, County, and State)

Loan Originator Organization: **CALIBER HOME LOANS, INC.**

NMLS ID: **15622**

Loan Originator: **JAMISE STEPHENSON**

NMLS ID: **525372**

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is **PHILLIP W BERNARD,
12085 EVERWOOD CIR, NOBLESVILLE, INDIANA 46060-4178**. The mailing address of the grantee is
CALIBER HOME LOANS, INC., 1525 S. BELT LINE ROAD, COPPELL, TX 75019.

Affirmation

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

Statement

This instrument was prepared by:
JENNIFER HOOKER
CALIBER HOME LOANS, INC.
1525 S. BELT LINE ROAD
COPPELL, TX 75019

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **24TH** day of **FEBRUARY, 2021**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **CALIBER HOME LOANS, INC.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

12085 EVERWOOD CIR, NOBLESVILLE, INDIANA 46060-4178

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other

such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

THE HIGHLANDS AT STONY CREEK

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.



1-1|2-9734951420|3-2



97349514207



1-1|2-9734951420|3-11

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.


C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

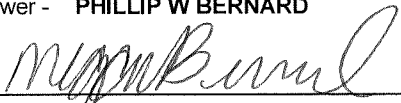
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


_____(Seal)
Borrower - **PHILLIP W BERNARD**


_____(Seal)
Borrower - **MEGAN M BERNARD**

LOAN NO.: 9734951420

Loan Name: **PHILLIP W BERNARD AND MEGAN M BERNARD, HUSBAND AND WIFE;**

Property Address: **12085 EVERWOOD CIR, NOBLESVILLE, INDIANA 46060-4178**

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Lot 189 in The Highlands at Stony Creek, Section 3B, a Subdivision in the City of Noblesville, Hamilton County, as per plat thereof, recorded June 24, 2003 in Plat Cabinet 3 Slide 195 as Instrument #200300060470, in the Office of the Recorder of Hamilton County, Indiana.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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16410115 - 67170005



Search Results for:

NAME: Bernard, Megan (Super Search)



REGION: Hamilton County, IN

DOCUMENTS VALIDATED THROUGH: 06/27/2024 4:04 PM

Showing 2 results

Filter:

Document Details	County	Date	Type	Name	Legal
2021014981	Hamilton	02/25/2021	DEED : DEED WARRANTY	BERNARD, MEGAN M Search Search JOHNSON, AMANDA J Search JOHNSON, CORY T Search BERNARD, PHILLIP W	Search Lot 189 HIGHLANDS AT STONY CREEK SEC 3B
2021014982	Hamilton	02/25/2021	MORT : MORTGAGE	BERNARD, MEGAN M Search Search BERNARD, PHILLIP W Search CALIBER HOME LOANS INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Search Lot 189 HIGHLANDS AT STONY CREEK SEC 3B

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Search Results for:

NAME: Bernard, Phillip (Super Search)**REGION: Hamilton County, IN****DOCUMENTS VALIDATED THROUGH: 06/27/2024 4:04 PM**

Showing 9 results

Filter:

Document Details	County	Date	Type	Name	Legal
2021014981	Hamilton	02/25/2021	DEED : DEED WARRANTY	BERNARD, PHILLIP W Search Search JOHNSON, AMANDA J Search JOHNSON, CORY T Search BERNARD, MEGAN M	Search Lot 189 HIGHLANDS AT STONY CREEK SEC 3B
2021014982	Hamilton	02/25/2021	MORT : MORTGAGE	BERNARD, PHILLIP W Search Search BERNARD, MEGAN M Search CALIBER HOME LOANS INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Search Lot 189 HIGHLANDS AT STONY CREEK SEC 3B
2010018909	Hamilton	04/30/2010	DEED : DEED WARRANTY	CRUM, BARNEY PHILLIP Search Search COCHRAN, PHYLLIS J Search COCHRAN, ROBERT D Search CRUM, JAMIE CHRISTINE	Search Lot 115 SPYGLASS HILL SEC 3B
2010018910	Hamilton	04/30/2010	MORT : MORTGAGE	CRUM, BARNEY PHILLIP Search Search CRUM, JAMIE CHRISTINE Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC Search PROVIDENT FUNDING ASSOCIATES	Search Lot 115 SPYGLASS HILL SEC 3B
2011045752	Hamilton	09/16/2011	MORT : MORTGAGE	CRUM, BARNEY PHILLIP Search Search CRUM, JAMIE CHRISTINE Search FRANKLIN AMERICAN MORTGAGE COMPANY Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Search Lot 115 SPYGLASS HILL SEC 3B

Document Details	County	Date	Type	Name	Legal
2011047677	Hamilton	09/27/2011	REL : RELEASE OF MORTGAGE	CRUM, BARNEY PHILLIP Search Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC Search CRUM, JAMIE CHRISTINE	
2012077070	Hamilton	12/10/2012	REL : RELEASE	CRUM, BARNEY PHILLIP Search Search FRANKLIN AMERICAN MORTGAGE COMPANY Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC Search CRUM, JAMIE CHRISTINE	
2012079389	Hamilton	12/19/2012	MORT : MORTGAGE	CRUM, BARNEY PHILLIP Search Search CRUM, JAMIE CHRISTINE Search LIVE WELL FINANCIAL INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	Search Lot 115 SPYGLASS HILL SEC 3B
2023017130	Hamilton	05/12/2023	REL : RELEASE	CRUM, BARNEY PHILLIP Search Search LIVE WELL FINANCIAL INC Search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC Search CRUM, JAMIE CHRISTINE	

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Search Results for:

NAME: Bernard, Megan (Super Search)



PARTY ROLE: Case Party
REGION: All Doxpop Counties

Showing 10 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
45D01-0204-ES-000053	Barney, Margaret		Decedent	Civil	Closed	04/08/2002	04/30/2002
45D05-9507-ES-000163	Barney, Margaret		Personal Representative	Civil	Closed	07/05/1995	09/04/2002
71D01-0308-SC-008926	BERNARD, AMY MARGARET		Plaintiff	Civil	Closed	08/13/2003	08/14/2003
71D05-0304-DR-000167	BERNARD, AMY MARGARET		Respondent	Civil	Closed	04/01/2003	04/01/2003
86C01-1412-CM-000102	Bernard-Kingsberry, Margaret A.	03/31/1974	Defendant	Criminal	Closed	12/31/2014	03/02/2015
45C01-8300-CV-004661	Bernard, Margaret		Plaintiff	Civil	Closed	01/01/1983	07/25/1984
51C01-1506-EM-000005	Bernard, Margaret Mary		Decedent	Civil	Closed	06/30/2015	07/01/2015
51C01-1403-EU-000004	Bernard, Margaret Mary		Personal Representative	Civil	Closed	03/27/2014	10/05/2015
53C01-9812-CM-03863	Berney-Roberts, Megan L	06/02/1982	Defendant	Criminal	Closed	12/03/1998	01/15/1999
45C01-0801-DR-000052	Du Bernard, Margaret R		Petitioner	Civil	Closed	01/23/2008	06/12/2009

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Search Results for:

NAME: Bernard, Phillip (Super Search)



PARTY ROLE: Case Party
REGION: All Doxpop Counties

Showing 104 results

Filter:

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
64D04-1906-CM-006046	Barney, Samuel Phillip	11/26/1967	Defendant	Criminal	Closed	06/25/2019	08/20/2020
18C04-0105-DF-000145	Bernard, James Phillip	02/06/1944	Defendant	Criminal	Closed	05/02/2001	02/13/2002
18C04-0101-DF-000003	Bernard, James Phillip	02/06/1944	Defendant	Criminal	Closed	01/11/2001	02/13/2002
21C01-9711-CP-000346	Bernard P Phillips Estate		Defendant	Civil	Closed	11/20/1997	04/21/1998
20D05-9905-SC-03055	Bernard, Phil		Defendant	Civil	Closed	05/28/1999	06/11/1999
18D04-9003-SC-000435	Bernard, Phil		Defendant	Civil	Closed	03/09/1990	03/16/1990
65D01-1806-IF-000745	BERNARD, PHILIP D	06/26/1979	Defendant	Citation	Closed	06/20/2018	09/12/2018
53C02-0804-IF-05562	BERNARD, PHILIP D	06/26/1979	Defendant	Citation	Closed	04/14/2008	04/18/2008
82D05-0201-IF-00261	Bernard, Phillip D	06/26/1979	Defendant	Citation	Closed	01/04/2002	01/17/2002
53C06-1011-CT-02820	Bernard, Phillip		Defendant	Civil	Closed	11/04/2010	01/20/2012
71C01-9403-MI-000046	BERNARD, PHILLIP		Defendant	Civil	Closed	03/17/1994	03/18/1994
20E01-9308-SC-03612	Bernard, Phillip		Defendant	Civil	Closed	08/31/1993	10/05/1993
18D03-9006-CF-000046	Bernard, Phillip		Defendant	Criminal	Closed	06/26/1990	04/26/2004
82D05-2311-CM-007118	Bernard, Phillip E	07/13/1979	Defendant	Criminal	Open	11/16/2023	
45D07-8910-IF-014687	Bernard, Phillip J.	02/06/1963	Defendant	Citation	Closed	11/03/1989	05/22/1990
20D04-1007-IF-04393	Bernard, Phillip N, Jr.	10/20/1986	Defendant	Citation	Closed	07/01/2010	07/12/2010
18H01-0704-IF-001639	Bernard, Phillip W	10/20/2006	Defendant	Citation	Closed	04/16/2007	04/24/2007
20E01-9308-SC-03612	Bernard, Phillip W		Defendant	Civil	Closed	08/31/1993	10/05/1993
20H01-9009-IF-008218	Bernard, Phillip W	04/15/1956	Defendant	Citation	Closed	09/05/1990	09/26/1990
9790	Bernard, Phillip W		Respondent	Civil	Closed	05/17/1983	11/07/1984

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
53C02-1205-IF-003923	Bernard, Phillip W, Jr.	10/20/1986	Defendant	Citation	Closed	05/25/2012	06/11/2012
20H01-0601-IF-000215	Bernard, Phillip W, Jr.	10/20/1986	Defendant	Citation	Closed	12/15/2005	01/09/2006
20H01-0504-IF-004703	Bernard, Phillip W, Jr.	10/20/1986	Defendant	Citation	Closed	04/04/2005	04/08/2005
73D02-1802-F6-000083	Bibbs, Phillip Bernard	10/27/1987	Defendant	Criminal	Closed	02/06/2018	04/11/2018
49D29-2009-F5-028281	BIBBS, PHILLIP BERNARD, Sr.	10/27/1987	Defendant	Criminal	Closed	09/10/2020	03/26/2021
65D01-1112-CM-000670	Bigge, Philip Bernard	02/12/1989	Defendant	Criminal	Closed	12/28/2011	04/09/2012
29D04-2309-CM-006568	Crum, Barney Phillip	08/12/1970	Defendant	Criminal	Closed	09/06/2023	11/17/2023
21D01-9710-CP-000241	Estate Of Bernard P Phillips		Defendant	Civil	Closed	10/24/1997	04/25/2012
49D11-9712-DR-001786	Harris, Phillip Bernard		Petitioner	Civil	Closed	12/19/1997	12/03/2020
53C01-1809-GU-000123	Lennon, Phillip Bernard		Guardian	Civil	Closed	09/17/2018	05/20/2024
53C01-1706-GU-000095	Lennon, Phillip Bernard		Guardian	Civil	Closed	06/23/2017	03/08/2024
10C03-1408-IF-007819	PHILIP, BERNARD B	07/28/1936	Defendant	Citation	Closed	08/15/2014	10/06/2014
45D09-9908-IF-009850	Philips, Bernard D	07/04/1940	Defendant	Citation	Closed	08/10/1999	08/11/1999
37C01-0101-IF-000013	Phillip, Bernard L	02/11/1956	Defendant	Citation	Closed	01/02/2001	01/03/2001
64D01-0102-CP-001507	PHILLIPS, BERNARD		Defendant	Civil	Open	02/26/2001	
71D01-1211-CM-006138	PHILLIPS, BERNARD	09/27/1972	Defendant	Criminal	Closed	11/07/2012	02/19/2015
71D01-1008-SC-009107	PHILLIPS, BERNARD		Defendant	Civil	Closed	08/31/2010	12/02/2010
64D06-0806-SC-003336	PHILLIPS, BERNARD		Defendant	Civil	Closed	06/17/2008	09/09/2009
64D02-0805-PL-004394	PHILLIPS, BERNARD		Defendant	Civil	Closed	05/13/2008	06/09/2008
64D05-0708-MF-007824	PHILLIPS, BERNARD		Defendant	Civil	Closed	08/14/2007	02/08/2008
64D06-0302-SC-001000	PHILLIPS, BERNARD		Defendant	Civil	Closed	02/27/2003	04/26/2007
46D04-0108-SC-002948	Phillips, Bernard		Defendant	Civil	Closed	08/20/2001	08/20/2001
64D03-0012-SC-006017	PHILLIPS, BERNARD		Defendant	Civil	Closed	12/27/2000	03/07/2001

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
71D01-9706-SC-005508	PHILLIPS, BERNARD		Defendant	Civil	Closed	06/13/1997	07/16/1997
45D01-9611-CT-001122	Phillips, Bernard		Defendant	Civil	Closed	11/15/1996	11/07/1997
18C01-9407-EU-000178	Phillips, Bernard		Decedent	Civil	Closed	07/26/1994	11/27/1995
71D01-9207-SC-005531	PHILLIPS, BERNARD		Defendant	Civil	Closed	07/08/1992	08/12/1992
18C01-9108-GU-000041	Phillips, Bernard		Incapacitated Adult/Child	Civil	Closed	08/22/1991	12/09/2003
45C01-9008-MI-003218	Phillips, Bernard		Defendant	Civil	Closed	08/21/1990	10/15/1991
45D09-9006-SC-001445	Phillips, Bernard		Defendant	Civil	Closed	06/01/1990	06/29/1990
45C01-8806-CP-002767	Phillips, Bernard		Defendant	Civil	Closed	06/23/1988	08/10/1989
71D08-1901-SC-000547	PHILLIPS, BERNARD C		Defendant	Civil	Closed	01/07/2019	04/09/2019
71D05-1901-SC-000548	PHILLIPS, BERNARD C		Defendant	Civil	Closed	01/07/2019	04/05/2019
71D08-1402-IF-001025	PHILLIPS, BERNARD C	09/27/1972	Defendant	Citation	Closed	02/24/2014	04/10/2014
71D01-1211-SC-009111	PHILLIPS, BERNARD C.		Defendant	Civil	Closed	10/11/2012	12/02/2015
71D03-1107-IF-012518	PHILLIPS, BERNARD C	09/27/1972	Defendant	Citation	Closed	07/11/2011	08/22/2011
71D01-0908-SC-008197	PHILLIPS, BERNARD C.		Defendant	Civil	Closed	08/11/2009	09/15/2009
71D01-0209-CM-006593	PHILLIPS, BERNARD C		Defendant	Criminal	Closed	09/14/2002	10/25/2018
71D02-1411-F6-000304	Phillips, Bernard Curtis	09/27/1972	Defendant	Criminal	Closed	11/10/2014	01/06/2015
71D01-0906-CM-004467	Phillips, Bernard Curtis	09/27/1972	Defendant	Criminal	Closed	06/22/2009	07/02/2019
20H01-0205-OV-011208	Phillips, Bernard Curtis	09/27/1972	Defendant	Citation	Closed	12/05/2001	09/01/2020
71D03-2211-F5-000286	PHILLIPS, BERNARD CURTIS, Jr.	09/27/1972	Defendant	Criminal	Closed	11/02/2022	01/18/2023
71D08-1908-F5-000201	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	08/22/2019	02/26/2020
71D05-1805-CM-001823	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	05/10/2018	06/08/2021
71D07-1805-MC-001007	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	05/07/2018	05/18/2018

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
71D06-1501-CM-000234	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	01/20/2015	01/27/2015
71D01-1402-CM-000526	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	02/05/2014	05/27/2014
71D01-1402-MC-000135	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	02/04/2014	02/05/2014
71D02-1305-CM-002055	Phillips, Bernard Curtis, Jr.	09/27/1972	Defendant	Criminal	Closed	05/14/2013	05/28/2013
64D02-0412-CC-010796	PHILLIPS, BERNARD D		Defendant	Civil	Closed	12/06/2004	01/28/2005
71D01-9406-SC-005168	PHILLIPS, BERNARD D.		Defendant	Civil	Closed	06/01/1994	03/09/2015
45D04-8908-CP-000430	Phillips, Bernard Dwain		Defendant	Civil	Closed	08/03/1989	12/05/1989
8770	Phillips, Bernard E		Defendant	Criminal	Open	12/18/1986	
71D01-0712-IF-24213	Phillips, Bernard J	05/12/1943	Defendant	Citation	Closed	11/30/2007	04/18/2017
71D01-1207-CM-004143	PHILLIPS, BERNARD, Jr.	09/27/1972	Defendant	Criminal	Closed	07/23/2012	01/17/2014
46C01-0209-MI-700681	Phillips, Bernard & Lenore		Defendant	Civil	Closed	10/01/2002	10/23/2002
46C01-0203-MI-690809	Phillips, Bernard & Lenore		Defendant	Civil	Closed	03/06/2002	03/25/2002
46C01-0110-MI-350809	Phillips, Bernard & Lenore		Defendant	Civil	Closed	10/04/2001	11/07/2001
21D01-9710-CP-000241	Phillips, Bernard P		Miscellaneous Converted Party	Civil	Closed	10/24/1997	04/25/2012
21C01-9707-CP-000213	Phillips, Bernard P(Decsd		Defendant	Civil	Closed	07/28/1997	11/05/1997
21C01-9612-ES-000088	Phillips, Bernard Peter		Decedent	Civil	Closed	12/16/1996	01/11/2002
71D01-9801-SC-000527	PHILLIPS, BERNARD S.		Defendant	Civil	Closed	01/09/1998	03/25/2015
45D08-2205-CM-002400	PHILLIPS, BERNARD V	01/20/1982	Defendant	Criminal	Open	05/16/2022	
45H03-2110-CM-000722	PHILLIPS, BERNARD V	10/20/1982	Defendant	Criminal	Open	10/23/2021	
82D05-0510-IF-15356	Phillips, Berney	02/23/1982	Defendant	Citation	Closed	10/03/2005	11/30/2005
19C01-2202-CM-000112	Phillips, Berney S.	02/23/1982	Defendant	Criminal	Open	02/01/2022	

Case Details	Name	Birth Date	Role	Type	Status	File Date	Disposition Date
82D06-0601-OV-00371	Phillips, Berney S		Defendant	Citation	Closed	01/13/2006	03/27/2006
71D01-0908-IF-17506	PHILLIPS, JONATHAN BERNARD	12/19/1981	Defendant	Citation	Closed	08/13/2009	09/14/2009
46D04-2011-CM-002640	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Open	11/06/2020	
02D05-1910-CM-004825	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Open	10/15/2019	
46D04-1906-CM-001655	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Open	06/07/2019	
46D04-1605-F6-000415	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Open	05/13/2016	
46D04-1108-CM-001790	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Closed	08/19/2011	09/20/2011
46D04-0105-CM-000913	Phillips, Larry Bernard	01/05/1957	Defendant	Criminal	Closed	05/25/2001	06/08/2001
49G13-1005-IF-047396	PHILLIPS, STEPHEN BERNARD	08/20/1963	Defendant	Citation	Closed	05/03/2010	06/24/2010
45I01-0910-CM-001084	Phillips, Tarne Bernard	12/19/1981	Defendant	Criminal	Closed	09/30/2009	08/05/2014
45D04-0804-CT-000082	Phillips, Tarne Bernard		Defendant	Civil	Closed	04/29/2008	01/04/2011
45G03-0605-FC-000055	Phillips, Tarne Bernard	12/19/1981	Defendant	Criminal	Closed	05/06/2006	04/07/2009
03C01-2108-F2-004035	Rothbauer, Phillip Bernard	04/04/1974	Defendant	Criminal	Open	08/03/2021	
46D04-1406-CM-002286	Siegmund, Bernard Phillip, III	08/08/1984	Defendant	Criminal	Closed	06/30/2014	07/16/2014
48E01-9806-DF-000175	Smith, Phillip Bernard	10/23/1962	Defendant	Criminal	Closed	06/23/1998	06/23/1998
54C01-9404-DR-000083	Stadler, Bernie Phillip		Respondent	Civil	Closed	04/04/1994	07/14/1994
54D01-9307-DR-000188	Stadler, Bernie Phillip		Petitioner	Civil	Closed	07/27/1993	10/13/1993
09D02-0509-IF-001904	West, Phil Bernard	06/19/1970	Defendant	Citation	Closed	09/26/2005	10/20/2005

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Search Results for:

NAME: Bernard, Megan (Super Search)



JUDGMENT PARTY TYPE: All
REGION: All Doxpop Counties

Showing 0 results

Filter:

Case Number	Judgment Against	Judgment in Favor	Amount	Entered	RJO Book	RJO Page	Amended?
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No items to display.

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Search Results for:

NAME: Bernard, Phillip (Super Search)



JUDGMENT PARTY TYPE: All

REGION: All Doxpop Counties

Showing 2 results

Filter:

Case Number	Judgment Against	Judgment in Favor	Amount	Entered	RJO Book	RJO Page	Amended?
71D08-1901-SC-000547	PHILLIPS, BERNARD C	BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY	\$257.33	04/09/2019			ORIG
71D05-1901-SC-000548	PHILLIPS, BERNARD C	BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY	\$257.33	04/05/2019	2019	0405	ORIG

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