



## LIEN SEARCH Product Cover Sheet

### ORDER INFORMATION

FILE/ORDER NUMBER:	LL-UFB-00451	PRODUCT NAME:	LIEN SEARCH REPORT
BORROWER NAME(S)	OTIS W MATLOCK JR		
PROPERTY ADDRESS:	430 TYLER AVE		
CITY, STATE AND COUNTY:	EVANSVILLE INDIANA (IN) AND VANDERBURGH		

### SEARCH INFORMATION

SEARCH DATE:	07/08/2024	EFFECTIVE DATE:	07/05/2024
NAME(S) SEARCHED:	OTIS W MATLOCK AND DIANA MATLOCK		
ADDRESS/PARCEL SEARCHED:	430 TYLER AVE, EVANSVILLE IN 47715/82-06-25-013-162.028-027		

### ASSESSMENT INFORMATION

COMMENTS:	
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### CURRENT OWNER VESTING

OTIS MATLOCK, JR., AND DIANA MATLOCK, HUSBAND AND WIFE
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COMMENTS:	
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### VESTING DEED

DEED TYPE:	WARRANTY DEED	GRANTOR:	ROBERT R. GOLDMAN AND FRANCES J. GOLDMAN, HUSBAND AND WIFE
DATED DATE:	\$10.00	GRANTEE:	OTIS MATLOCK, JR., AND DIANA MATLOCK, HUSBAND AND WIFE
BOOK/PAGE:	N/A	RECORDED DATE:	07/28/2015
INSTRUMENT NO:	2015R00017619		
COMMENTS:			

### CURRENT TAXES

FIRST INSTALLMENT		SECOND INSTALLMENT	
TAX YEAR:	2024 (SPRING)	TAX YEAR:	2024 (FALL)
TAX AMOUNT:	\$1,158.32	TAX AMOUNT:	\$1,158.32
TAX STATUS:	PAID	TAX STATUS:	DUE
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	
THIRD INSTALLMENT		FOURTH INSTALLMENT	
TAX YEAR:		TAX YEAR:	
AMOUNT:		AMOUNT:	
TAX STATUS:		TAX STATUS:	
DUE DATE:		DUE DATE:	
DELINQUENT DATE:		DELINQUENT DATE:	

### VOLUNTARY LIENS

#### SECURITY INSTRUMENT

DOC NAME	MORTGAGE	AMOUNT:	\$130,300.00
DATED DATE:	04/17/2020	RECORDED DATE	04/28/2020
INSTRUMENT NO:	2020R00009425	BOOK/PAGE:	N/A
OPEN/CLOSED:	OPEN	SUBJECT LIEN (YES/NO):	YES
BORROWER:	OTIS MATLOCK, JR. AND DIANA MATLOCK, HUSBAND AND WIFE		
LENDER:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY ACTING AS NOMINEE FOR UNITED FIDELITY BANK		
TRUSTEE:	N/A		

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 EVANSVILLE		
ADDITIONAL NOTES			
LEGAL DESCRIPTION			
<p>CERTAIN REAL ESTATE LYING AND BEING SITUATED IN VANDERBURGH COUNTY, INDIANA, WHICH REAL ESTATE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:</p> <p>LOT TWENTY-EIGHT (28) IN HARRISON HILL, AN ADDITION TO THE CITY OF EVANSVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK J, PAGE 221 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA.</p>			

82-06-25-013-162.028-027

General Information

Parcel Number  
82-06-25-013-162.028-027

Local Parcel Number  
09-360-13-162-028

Tax ID:

Routing Number  
CITY KNIGHT-13

Property Class 510  
1 Family Dwell - Platted Lot

Year: 2024

Location Information

County  
Vanderburgh

Township  
KNIGHT TOWNSHIP

District 027 (Local 009)  
EVANSVILLE CITY-KNIGHT

School Corp 7995  
EVANSVILLE-VANDERBURGH

Neighborhood 91304-027  
KNIGHT CITY 91304

Section/Plat

Location Address (1)  
430 TYLER AVE  
EVANSVILLE, IN 47715-3244

Zoning

Subdivision

Lot

Market Model  
91304-027 - Residential

Characteristics

Topography Flood Hazard  
Level ☐

Public Utilities ERA  
All ☐

Streets or Roads TIF  
Paved, Sidewalk ☐

Neighborhood Life Cycle Stage  
Other

Printed Thursday, April 25, 2024

Review Group 2025

MATLOCK, OTIS JR & DIANA H/

Ownership

MATLOCK, OTIS JR & DIANA H/W  
430 TYLER AVE  
EVANSVILLE, IN 47715

Legal

HARRISON HILL L28



Valuation Records (Work In Progress values are not certified values and are subject to change)

2024	Assessment Year	2024	2023	2022	2021	2020
WIP	Reason For Change	AA	AA	AA	AA	AA
02/24/2024	As Of Date	04/12/2024	04/14/2023	04/14/2022	04/09/2021	05/01/2020
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$20,100	Land	\$20,100	\$20,100	\$20,100	\$20,100	\$20,100
\$20,100	Land Res (1)	\$20,100	\$20,100	\$20,100	\$20,100	\$20,100
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$201,600	Improvement	\$201,600	\$194,400	\$179,600	\$131,200	\$131,200
\$201,600	Imp Res (1)	\$201,600	\$194,400	\$179,600	\$131,200	\$131,200
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$221,700	Total	\$221,700	\$214,500	\$199,700	\$151,300	\$151,300
\$221,700	Total Res (1)	\$221,700	\$214,500	\$199,700	\$151,300	\$151,300
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 132', CI 132' Base Lot: Res 85' X 132', CI 85' X 132')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
F	F		75	75x112	0.94	\$285	\$268	\$20,100	0%	1.0000	100.00	0.00	0.00	\$20,100

KNIGHT CITY 91304

Notes

Land Computations

Calculated Acreage	0.19
Actual Frontage	75
Developer Discount	<input type="checkbox"/>
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$20,100
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$20,100

General Information

Occupancy Single-Family  
Description Single-Family R 01  
Story Height 2  
Style 30 - Two Story Reside  
Finished Area 1893 sqft  
Make

Floor Finish

☐ Earth

☒ Slab

☒ Sub & Joist

☐ Wood

☐ Parquet

☒ Tile

☒ Carpet

☒ Unfinished

☐ Other

Wall Finish

☒ Plaster/Drywall

☐ Paneling

☐ Fiberboard

☒ Unfinished

☐ Other

Roofing

☐ Built-Up

☐ Metal

☒ Asphalt

☐ Slate

☐ Tile

☐ Wood Shingle

☐ Other

Exterior Features

Description	Area	Value
Porch, Open Frame	180	\$7,000
Patio, Concrete	420	\$2,100

Plumbing

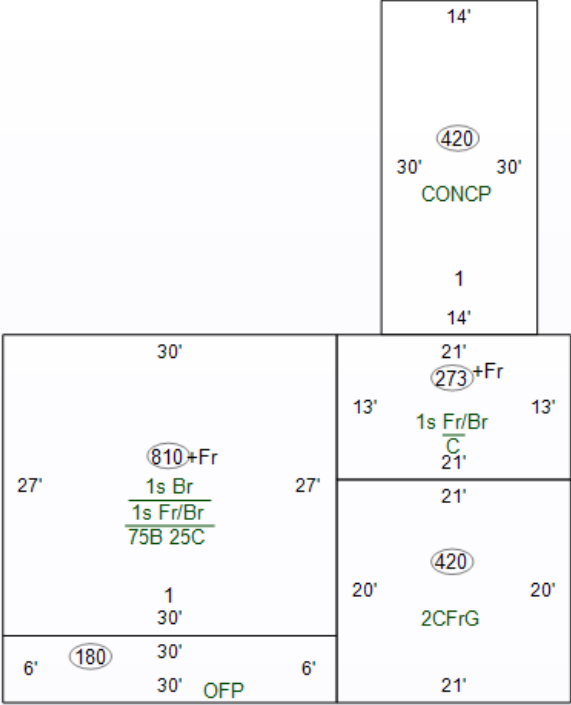
	#	TF
Full Bath	2	6
Half Bath	1	2
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	0	0
Total	5	10

Accommodations

Bedrooms	3
Living Rooms	0
Dining Rooms	1
Family Rooms	1
Total Rooms	8

Heat Type

Central Warm Air



Specialty Plumbing

Description	Count	Value
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Cost Ladder

Floor	Constr	Base	Finish	Value	Totals
1	92	1083	1083	\$86,800	
2	7	810	810	\$42,100	
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt		608	0	\$20,600	
Crawl		476	0	\$4,300	
Slab					

	Total Base	\$153,800
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Adjustments	1 Row Type Adj. x 1.00	\$153,800
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Unfin Int (-)		\$0
Ex Liv Units (+)		\$0
Rec Room (+)		\$0
Loft (+)		\$0
Fireplace (+)	MS:1 MO:1	\$4,500
No Heating (-)		\$0
A/C (+)	1:1083 2:810	\$4,400
No Elec (-)		\$0
Plumbing (+ / -)	10 - 5 = 5 x \$800	\$4,000
Spec Plumb (+)		\$0
Elevator (+)		\$0

	Sub-Total, One Unit	\$166,700
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	Sub-Total, 1 Units	
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Exterior Features (+)	\$9,100	\$175,800
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Garages (+) 420 sqft	\$13,400	\$189,200
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Quality and Design Factor (Grade)	1.00	
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Location Multiplier	0.93	
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	Replacement Cost	\$175,956
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Summary of Improvements

Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family R 01	2	4/6 Maso	C	1966	1966	58 A		0.93		2,501 sqft	\$175,956	40%	\$105,570	0%	100%	1.000	1.910	100.00	0.00	0.00	\$201,600

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2023 Payable 2024 ▾

Real Estate Property Information Residential 510: One Family Dwelling Platted	
2023 Payable 2024	
<b>Deeded Owner:</b>	(07/28/2015) Matlock, Otis Jr & Diana H/w (01/01/2008) Goldman, Robert R & Frances J T / E
<b>Property Address:</b>	430 Tyler Ave Evansville, IN 47715-3244
<b>Parcel #</b>	82-06-25-013-162.028-027
<b>Old #:</b>	
<b>Acres:</b>	0.00 <b>Township:</b>
<b>Range:</b>	<b>Section:</b>
<b>Lots:</b>	See Legal Description
<b>Tax District:</b>	027: Evansville City Knight Township
<b>School District:</b>	7995 Evansville-vanderburgh School Corporation
<b>Township:</b>	Knight Township

Current Charges:	
<b>2023 Payable 2024</b>	<b>Balance: 1,158.32</b>
<a href="#">Print Charges</a>	<b>Spring Installment Due: 1,158.32</b>
<a href="#">Cama Link</a>	<b>Fall Installment Due: 1,158.32</b>
	<b>Total Payments: 1,158.32</b>

Legal Description:
HARRISON HILL L28

Parties involved with this Parcel		
Type	Name	Address
Tax Bill	Lereta	Attn: Jeffrey Sonnheim 901 Corporate Center Dr Pomona, CA 91768 USA
Transfer Owner	Matlock, Otis Jr & Diana H/w	430 Tyler Ave Evansville, IN 47715-3244 USA

Tax Calculations for: 2023 Payable 2024

Description				Amounts
<b>Gross Assessment</b>				
20,100	Cap 1 - Homestead Land			214,500
194,400	Cap 1 - Homestead Improvement			
<b>- Deductions/Exemptions</b>				
48,000	Homestead Credit/ Standard			114,600
66,600	Homestead - Supplemental			
<b>= Taxable Assessment</b>				<b>99,900</b>
<u>Gross Tax</u>	Net Av	Normal Taxes 0.0339850	Referandum Taxes 0.0017180	<b>3,566.74</b>
Hmstd, Cap 1:	99,900	3,395.10	171.63	
Res / Rental, Cap 2:	0	0.00	0.00	
Long Term Care, Cap 2:	0	0.00	0.00	
Ag Land, Cap 2:	0	0.00	0.00	
Com Apt, Cap 2:	0	0.00	0.00	
MH Land, Cap 2:	0	0.00	0.00	
Non Res, Cap 3:	0	0.00	0.00	
<b>Total:</b>	<b>99,900</b>	<b>3,395.11</b>	<b>171.63</b>	
<b>- (P)roperty (T)ax (R)eplacement (C)redits:</b>				<b>193.43</b>
	Tax	x Rate	- Credits	= Taxes
Hmstd, Cap 1:	3,395.10	0.056976	193.43	3,201.67
Res / Rental, Cap 2:	0.00	0.000000	0.00	0.00
Long Term Care, Cap 2:	0.00	0.000000	0.00	0.00
Ag Land, Cap 2:	0.00	0.000000	0.00	0.00
Com Apt, Cap 2:	0.00	0.000000	0.00	0.00
MH Land, Cap 2:	0.00	0.000000	0.00	0.00
Non Res, Cap 3:	0.00	0.000000	0.00	0.00
<b>= after Credits Subtotal:</b>				<b>3,373.31</b>
<b>- Cap Credits:</b>		Tax	Limit	- Credits = Taxes
	Hmstd, Cap 1:	3,201.67	2,145.00	1,056.67 2,145.00
	Res / Rental, Cap 2:	0.00	0.00	0.00 0.00
	Long Term Care, Cap 2:	0.00	0.00	0.00 0.00
	Ag Land, Cap 2:	0.00	0.00	0.00 0.00
	Com Apt, Cap 2:	0.00	0.00	0.00 0.00
	MH Land, Cap 2:	0.00	0.00	0.00 0.00
	Non Res, Cap 3:	0.00	0.00	0.00 0.00
<b>- Over 65 Cap</b>				<b>0</b>
	Land	Improvement		
Hmstd, Cap 1 Taxes:	201.00	2,115.64		
Res / Rental, Cap 2 Taxes:	0.00	0.00		
Long Term Care, Cap 2 Taxes:	0.00	0.00		
Ag Land, Cap 2 Taxes:	0.00			
Com Apt, Cap 2 Taxes:	0.00	0.00		
MH Land, Cap 2 Taxes:	0.00			
Non Res, Cap 3 Taxes:	0.00	0.00		
<b>Caps Total:</b>	<b>201.00</b>	<b>+</b>	<b>2,115.64</b>	<b>= Total: \$2,316.64</b>

Taxing Unit	Rate	Percentage	Gross	-Cap Credits	=Net	Taxpayer	Tax Credits
Vanderburgh County	0.0075690	21.1999%	756.15	224.01	532.14	491.13	41.01
Knight Township	0.0001780	0.4986%	17.78	5.27	12.51	11.55	0.96
Evansville Civil City	0.0151030	42.3018%	1,508.79	446.99	1,061.80	979.98	81.82
Evansville Vanderburgh School	0.0089850	25.1660%	897.60	265.92	631.68	583.00	48.68
Evansville Vanderburgh Library	0.0019540	5.4729%	195.21	57.83	137.38	126.79	10.59
Park And Recreation	0.0013590	3.8064%	135.76	40.22	95.54	88.18	7.36
Solid Waste Mgmt	0.0000000	0.0000%	0.00	0.00	0.00	0.00	0.00
Evansville Levee Authority	0.0002560	0.7170%	25.57	7.58	17.99	16.60	1.39
Evansville Vanderburgh Airport	0.0002990	0.8375%	29.87	8.85	21.02	19.40	1.62
	<b>0.0357030</b>	<b>100.0000%</b>	<b>3,566.74</b>	<b>1,056.67</b>	<b>2,510.07</b>	<b>2,316.64</b>	<b>193.43</b>

**Historical Tax Information <== [See Tax break down](#)**

Yearly Itemized Taxes:						
Year	Assessment	Deduction	Gross Tax	Tax Credits	Cap Credits	Taxes
<b>2023 Pay 2024</b>	214,500	114,600	3,566.74	193.43	1,056.67	2,316.64
<b>2022 Pay 2023</b>	199,700	102,145	3,488.86	179.15	1,133.59	2,176.12
<b>2021 Pay 2022</b>	151,300	85,205	2,545.58	150.01	735.57	1,660.00
<b>2020 Pay 2021</b>	151,300	85,205	2,461.72	155.29	679.81	1,626.62
<b>2019 Pay 2020</b>	128,700	77,295	1,888.06	113.30	405.96	1,368.80
<b>2018 Pay 2019</b>	128,700	77,295	1,847.60	110.98	363.52	1,373.10
<b>2017 Pay 2018</b>	127,200	76,770	1,789.66	105.64	321.14	1,362.88
<b>2016 Pay 2017</b>	137,200	80,270	1,963.92	125.44	361.78	1,476.70
<b>2015 Pay 2016</b>	137,000	80,200	1,960.28	156.81	335.17	1,468.30
<b>2014 Pay 2015</b>	138,200	80,620	1,955.12	122.23	350.81	1,482.08
<b>2013 Pay 2014</b>	131,600	78,310	1,755.26	116.84	243.14	1,395.28
<b>2012 Pay 2013</b>	131,700	78,345	1,790.80	110.29	304.33	1,376.18
<b>2011 Pay 2012</b>	122,800	75,230	1,365.44	96.24	24.98	1,244.22
<b>2010 Pay 2011</b>	123,600	75,230	1,312.72	107.58	0.00	1,205.14
<b>2009 Pay 2010</b>	123,600	75,230	1,230.50	148.96	0.00	1,081.54
<b>2008 Pay 2009</b>	124,100	75,405	1,247.62	87.12	0.50	1,160.00

**Charges:**

**Balance: 1,158.32**

**2023 Payable 2024**

**Spring Installment Due: 1,158.32**

**Fall Installment Due: 1,158.32**

**Total Payments: 1,158.32**

**2023 Payable 2024**

Tax Unit	Description	Charge
027: Evansville City Knight Township	Tax, Current Year Fall	1,158.32
027: Evansville City Knight Township	Tax, Current Year Spring	1,158.32
Receipt #: MHART-240513-6857	Effective: 05/10/2024	-1,158.32
Pymt id#: 71205	Paid by: Check	

**Due: 1,158.32**

**Total Payments: 1,158.32**



All charges below here are a snapshot of how this parcel stood as of December Settlement of each year. Payments made after each year's December Settlement are applied to next year's charges.		
2022 Payable 2023		
Tax Unit	Description	Charge
027: Evansville City Knight Township	Tax, Current Year Fall	1,088.06
027: Evansville City Knight Township	Tax, Current Year Spring	1,088.06
Receipt #: MHART-231110-6012 Pymt id#: 418277	Effective: 11/10/2023 Paid by: Multiple ways...	-1,088.06
Receipt #: B252115A-19EA-44C5-975E-AFE801 Pymt id#: 299465	Effective: 04/18/2023 Paid by: Multiple ways...	-1,088.06
Due:		0.00
Total Payments:		2,176.12
2021 Payable 2022		
Tax Unit	Description	Charge
027: Evansville City Knight Township	Tax, Current Year Fall	830.00
027: Evansville City Knight Township	Tax, Current Year Spring	830.00
Receipt #: DFBCBE18-5C11-472B-8949-AF4301 Pymt id#: 266706	Effective: 11/04/2022 Paid by: Multiple ways...	-830.00
Receipt #: 846AA1A8-04E0-4769-96B8-AE9201 Pymt id#: 215947	Effective: 05/10/2022 Paid by: Multiple ways...	-830.00
Due:		0.00
Total Payments:		1,660.00
2020 Payable 2021		
Tax Unit	Description	Charge
027: Evansville City Knight Township	Tax, Current Year Fall	813.31
027: Evansville City Knight Township	Tax, Current Year Spring	813.31
Receipt #: 057C2807-C451-436E-8815-ADD601 Pymt id#: 109568	Effective: 11/04/2021 Paid by: Multiple ways...	-813.31
Receipt #: 6A247238-678C-4556-BB63-AD1F00 Pymt id#: 33611	Effective: 05/05/2021 Paid by: Multiple ways...	-813.31
Due:		0.00
Total Payments:		1,626.62
2019 Payable 2020		

<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	684.40
027: Knight - City Of Evansville	1st installment tax	684.40
Receipt #: AC1-11092020-4-214	Effective: 11/09/2020	-684.40
Pymt id#: 1814305901	Paid by: Multiple ways...	
Receipt #: AC1-05112020-18-1	Effective: 05/11/2020	-684.40
Pymt id#: 1765236952	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,368.80</b>
<b>2018 Payable 2019</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	686.55
027: Knight - City Of Evansville	1st installment tax	686.55
Receipt #: LERETA-11072019-1-3615	Effective: 11/07/2019	-686.55
Pymt id#: 1705824280	Paid by: Multiple ways...	
Receipt #: ESCROW15-05082019-1-3654	Effective: 05/08/2019	-686.55
Pymt id#: 1513785691	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,373.10</b>
<b>2017 Payable 2018</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	681.44
027: Knight - City Of Evansville	1st installment tax	681.44
Receipt #: ESCROW15-11132018-1-3373	Effective: 11/13/2018	-681.44
Pymt id#: 644849175	Paid by: Multiple ways...	
Receipt #: CORELOGIC2-04202018-1-7063	Effective: 04/20/2018	-681.44
Pymt id#: 1876825453	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,362.88</b>
<b>2016 Payable 2017</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	738.35
027: Knight - City Of Evansville	1st installment tax	738.35
Receipt #: CORELOGIC-11082017-1-6661	Effective: 11/08/2017	-738.35
Pymt id#: 549072398	Paid by: Multiple ways...	
Receipt #: CORELOGIC-05092017-1-6550	Effective: 05/09/2017	-738.35
Pymt id#: 245070292	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,476.70</b>
<b>2015 Payable 2016</b>		

<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	734.15
027: Knight - City Of Evansville	1st installment tax	734.15
Receipt #: MB19E-11142016-1-6149	Effective: 11/10/2016	-734.15
Pymt id#: 1767287484	Paid by: Multiple ways...	
Receipt #: MB19-05062016-1-5338	Effective: 05/06/2016	-734.15
Pymt id#: 1053314765	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,468.30</b>
<b>2014 Payable 2015</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	741.04
027: Knight - City Of Evansville	1st installment tax	741.04
Receipt #: MB19E-10292015-1-5844	Effective: 10/29/2015	-741.04
Pymt id#: 42707120	Paid by: Multiple ways...	
Receipt #: MB28E-05072015-1-1675	Effective: 05/07/2015	-741.04
Pymt id#: 1222383251	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,482.08</b>
<b>2013 Payable 2014</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	697.64
027: Knight - City Of Evansville	1st installment tax	697.64
Receipt #: MB28E-11112014-1-1715	Effective: 11/10/2014	-697.64
Pymt id#: 1186970055	Paid by: Multiple ways...	
Receipt #: MB28E-05072014-1-1632	Effective: 05/07/2014	-697.64
Pymt id#: 659517635	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,395.28</b>
<b>2012 Payable 2013</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	688.09
027: Knight - City Of Evansville	1st installment tax	688.09
Receipt #: MB28E-11142013-1-1722	Effective: 11/12/2013	-688.09
Pymt id#: 226647861	Paid by: Multiple ways...	
Receipt #: lender28-05082013-1-1736	Effective: 05/08/2013	-688.09
Pymt id#: 1813466602	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,376.18</b>
<b>2011 Payable 2012</b>		

<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	622.11
027: Knight - City Of Evansville	1st installment tax	622.11
Receipt #: MB28E-10292012-1-1733	Effective: 10/29/2012	-622.11
Pymt id#: 122023438	Paid by: Multiple ways...	
Receipt #: MB28E-04232012-1-1759	Effective: 04/23/2012	-622.11
Pymt id#: 261824740	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,244.22</b>
<b>2010 Payable 2011</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	602.57
027: Knight - City Of Evansville	1st installment tax	602.57
Receipt #: MB28ESCROW-10262011-1-1782	Effective: 10/26/2011	-602.57
Pymt id#: 791872012	Paid by: Multiple ways...	
Receipt #: MB28EE-05052011-1-1791	Effective: 05/05/2011	-602.57
Pymt id#: 854570783	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,205.14</b>
<b>2009 Payable 2010</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	540.77
027: Knight - City Of Evansville	1st Installment Tax	540.77
Receipt #: MB28E-11012010-1-1847	Effective: 11/01/2010	-540.77
Pymt id#: 376516384	Paid by: Multiple ways...	
Receipt #: mb28-04282010-1-1839	Effective: 04/28/2010	-540.77
Pymt id#: 438949314	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,081.54</b>
<b>2008 Payable 2009</b>		
<b>Tax Unit</b>	<b>Description</b>	<b>Charge</b>
027: Knight - City Of Evansville	2nd Installment Tax	580.00
027: Knight - City Of Evansville	1st Installment Tax	580.00
Receipt #: MB28-11032009-1-1920	Effective: 11/03/2009	-481.04
Pymt id#: 376008681	Paid by: Multiple ways...	
Receipt #: lockbox-09222009-1-27074	Effective: 09/22/2009	-98.96
Pymt id#: 1850232004	Paid by: Multiple ways...	
Receipt #: MB2-06152009-46-2010	Effective: 06/15/2009	-580.00
Pymt id#: 567530965	Paid by: Multiple ways...	
<b>Due:</b>		<b>0.00</b>
<b>Total Payments:</b>		<b>1,160.00</b>

**Transfers**

Transfer Date: 07/29/2015    (*Computer System*)    Recorded Date: 07/28/2015

**Tax Id:** 09-360-13-162-028

**Transfer Type:** Wd

**Deeded Owner:** Matlock, Otis Jr & Diana H/w

**Instrument #:** #3884

**Address:** MATLOCK, OTIS JR & DIANA H/W  
430 TYLER AVE  
EVANSVILLE, IN 47715 USA

**(Doc#) Book:** 15

**Page:** 17619

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RECORDER  
VANDERBURGH COUNTY  
Z TULEY  
2015R00017619  
07/28/2015 3:34 PM  
RECORDING FEES: 18.00  
PAGES: 2

Parcel number: 82-06-25-013-162.028-027

## ① WARRANTY DEED

**THIS INDENTURE WITNESSETH**, That Grantor, ROBERT R. GOLDMAN and FRANCES J. GOLDMAN, Husband and Wife, of Vanderburgh County, Indiana,

### CONVEY AND WARRANT

To Grantee, OTIS MATLOCK, JR., and DIANA MATLOCK, Husband and Wife, of Vanderburgh County, Indiana, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, certain real estate lying and being situated in Vanderburgh County, Indiana, which real estate is more particularly described as follows, to wit:

**Lot Twenty-eight (28) in Harrison Hill, an Addition to the City of Evansville, as per plat thereof, recorded in Plat Book "J", Page 221 in the office of the Recorder of Vanderburgh County, Indiana.**

Subject to all zoning and use restrictions, existing roadways, easements, and rights-of-way of record which in any way affect title to the real estate.

The Grantee will assume the payment of taxes on the real estate beginning with the May installment 2015 taxes, which are due and payable in May 2016, and all subsequent taxes which Grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, Grantor has executed this deed, this 29 day of May, 2015.

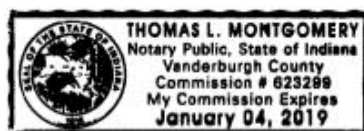
  
ROBERT R. GOLDMAN, Grantor

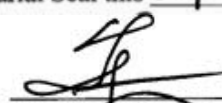
  
FRANCES J. GOLDMAN, Grantor

STATE OF INDIANA                    )  
  ) SS  
COUNTY OF VANDERBURGH        )

Before me, the undersigned, a Notary Public in and for Said County and State, personally appeared, ROBERT R. GOLDMAN and FRANCES J. GOLDMAN, who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 29 day of May, 2015.



  
Notary Public  
My Commission Expires: 1-4-19  
County of Residence: Vanderburgh

  
Auditor

JUL 28 2015

DULY ENTERED FOR TAXATION  
TO FINAL ACCEPTANCE FOR

✓

1  
SUBJECT  
TRANSFER  
3884  
Kf

Vanderburgh County, IN 2015R00017619 Page 1 of 2

Prepared by Christopher E. Carl, Attorney at Law, Indiana Attorney Number 14516-82  
101 Plaza East Blvd., Suite 102, Evansville, Indiana 47715  
Telephone: 812.402.6555

APPROVED AS TO FORM ONLY. This Instrument was prepared based solely on information provided by one or more of the parties. No examination of title, survey, or abstract was performed by the preparer of this Deed.

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.

  
Christopher E. Carl  
Attorney at Law

COMMON ADDRESS: 430 Tyler Avenue, Evansville, Indiana 47715

GRANTEE ADDRESS: 430 Tyler Avenue, Evansville, Indiana 47715

SEND TAX DUPLICATES TO: 430 Tyler Avenue, Evansville, Indiana 47715



Vanderburgh County, IN 2015R00017619 Page 2 of 2

RECORDER  
VANDERBURGH COUNTY  
DEBBIE STUCKI  
2020R00009425  
04/28/2020 08:31 AM  
RECORDING FEES: 55.00  
PAGES: 15

After Recording Return To:  
UNITED FIDELITY BANK  
P O BOX 1347  
EVANSVILLE, INDIANA 47706-1347  
Loan Number: 0010016319

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 100570200100163199

MERS Phone: 888-679-6377

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated APRIL 17, 2020, together with all Riders to this document.
- (B) "Borrower" is Otis Matlock, Jr. and Diana Matlock, husband and wife

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is UNITED FIDELITY BANK

Lender is a FEDERAL SAVINGS BANK organized  
and existing under the laws of INDIANA



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Lender's address is 18 N W FOURTH ST, EVANSVILLE, INDIANA 47708

(E) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2020. The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$ 130,300.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2050.

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

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

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

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

(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.

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**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 of Vanderburgh :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.  
A.P.N. : 82-06-25-013-162.028-027

which currently has the address of

430 Tyler Ave

[Street]

Evansville

[City]

, Indiana

47715

[Zip Code]

("Property Address"):

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

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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.



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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.

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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

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deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

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

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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



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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

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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.

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**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

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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.

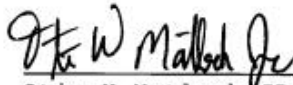
**24. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

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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)  
Otis W Matlock JR -Borrower

  
\_\_\_\_\_(Seal)  
Diana Matlock -Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

State of INDIANA

County of Vanderburgh SS:

Before me, Christina M. Lenders,  
(name of Notary or other officer)

this 17 day of April 2020, Otis W Matlock JR AND Diana Matlock  
(name of signer)

acknowledged the execution of the annexed deed (or mortgage, as the case may be).



[Signature]  
(Notary's signature)  
Christina M. Lenders  
(Printed/typed name), Notary Public  
My commission expires: 11/13/2027  
County of residence: Vanderburgh

This instrument was prepared by: Renee Drew - United Fidelity

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.

Renee Drew  
Signature of Preparer  
Renee Drew  
Printed Name of Preparer

Loan Originator: Susan Marie Anslinger-Sulawske, NMLSR ID 655275  
Loan Originator Organization: United Fidelity Bank, fsb, NMLSR ID 469650

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**EXHIBIT A**

Lot Twenty-eight (28) in Harrison Hill, an Addition to the City of Evansville, as per plat thereof, recorded in Plat Book J, Page 221 in the Office of the Recorder of Vanderburgh County, Indiana.

Legal Description

20-03876/20

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RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
04/30/2020	04/29/2020	2020R00009698	RELEASE ...	MATLOCK OTIS JR		GRANTEE
04/28/2020	04/17/2020	2020R00009425	MORTGAGE	MATLOCK OTIS JR		MORTGAGOR
11/20/2015	11/20/2015	2015R00027819	RELEASE ...	MATLOCK OTIS JR		GRANTEE
11/09/2015	11/06/2015	2015R00026758	WARRANTY...	MATLOCK OTIS JR		GRANTOR
07/28/2015	05/29/2015	2015R00017620	MORTGAGE	MATLOCK OTIS JR		MORTGAGOR
07/28/2015	05/29/2015	2015R00017619	WARRANTY...	MATLOCK OTIS JR		GRANTEE
02/21/2012	02/07/2012	2012R00004412	MORTGAGE	MATLOCK OTIS JR		MORTGAGOR
02/17/2012	02/16/2012	2012R00004222	RELEASE ...	MATLOCK OTIS JR		GRANTEE
09/22/2003	09/09/2003	2003R00044913	RELEASE ...	MATLOCK OTIS JR		GRANTEE
09/04/2003	08/28/2003	2003R00041615	MORTGAGE	MATLOCK OTIS JR		MORTGAGOR
07/20/2001	07/18/2001	2001R00024913	MORTGAGE	MATLOCK OTIS JR		MORTGAGOR
07/20/2001	07/18/2001	2001R00024912	WARRANTY...	MATLOCK OTIS JR		GRANTEE



RecDate	DocDate	DocNumber	DocType	Last Name	First Name	Party Type
04/30/2020	04/29/2020	2020R00009698	RELEASE ...	MATLOCK DIANA		GRANTEE
04/28/2020	04/17/2020	2020R00009425	MORTGAGE	MATLOCK DIANA		MORTGAGOR
07/28/2015	05/29/2015	2015R00017620	MORTGAGE	MATLOCK DIANA		MORTGAGOR
07/28/2015	05/29/2015	2015R00017619	WARRANTY...	MATLOCK DIANA		GRANTEE

Results found: 4

Displaying page: 1 of 1





## Search Results

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### Party Search

First: Diana  
Last: MATLOCK

Search did not match any cases.

### Suggestions:

- Make sure names are spelled correctly.
- Try searching by different criteria (case number is most exact).
- Remove advanced search options, if used, to broaden your search.

 Some case types are confidential and will not appear on this website. If you have trouble finding a specific case, contact the clerk's office (<https://public.courts.in.gov/mycase/Link/CourtContacts>) in the county where the case is heard for assistance.


# Search Results


Party Search


First: OTIS  
Last: MATLOCK


1 to 20 of 29  
by File Date, Descending





<div><div></div><div>PAS v. OTIS MATLOCK</div><div>84D04-2405-SC-003638</div><div>Court</div><div>Vigo Superior Court 4</div><div>Case Type</div><div>SC - Small Claims</div><div>Filed</div><div>05/30/2024</div><div>Status</div><div>05/30/2024, Pending</div><div>Parties</div><div>PAS, MATLOCK</div><div>Attorneys</div><div>Berry</div></div>	Filed 05/30/2024
<div><div></div><div>LVNV FUNDING LLC v. Otis Matlock</div><div>49D01-2212-CC-044110</div><div>Court</div><div>Marion Superior Court 1</div><div>Case Type</div><div>CC - Civil Collection</div><div>Filed</div><div>12/22/2022</div><div>Status</div><div>02/08/2023, Decided</div><div>Parties</div><div>LVNV FUNDING LLC, Matlock</div><div>Attorneys</div><div>Gray, HALLETT, Sparks, Hengge, Kimmel</div></div>	Filed 12/22/2022
<div><div></div><div>MERCHANTS ACCEPTANCE CORP. v. JOSEPH SHEARS, OTIS MATLOCK</div><div>49D05-2204-CC-010892</div><div>Court</div><div>Marion Superior Court 5</div><div>Case Type</div><div>CC - Civil Collection</div><div>Filed</div><div>04/04/2022</div><div>Status</div><div>06/14/2023, Decided</div><div>Parties</div><div>MERCHANTS ACCEPTANCE CORP., SHEARS, MATLOCK</div><div>Attorneys</div><div>Coulter, Wright</div></div>	Filed 04/04/2022
<div><div></div><div>State of Indiana v. OTIS L MATLOCK</div><div>49D22-2202-IF-007259</div><div>Court</div><div>Marion Superior Court 22</div><div>Case Type</div><div>IF - Infraction</div><div>Filed</div><div>02/28/2022</div><div>Status</div><div>08/10/2022, Decided</div><div>Charges</div><div>9-21-5-2(a)/IFC: Speeding, 9-24-13-4/IFC: Address or Name Change Violation</div><div>Parties</div><div>State of Indiana, Matlock</div></div>	Filed 02/28/2022


	<b>State of Indiana v. Otis L Matlock</b> 49G13-1508-IF-050882	Filed 08/26/2015
Court	Marion Superior Court, Criminal Division 13	
Case Type	IF - Infraction	
Filed	08/26/2015	
Status	08/26/2015, Decided	
Charges	9-18-2-7(b)(2)/IFC: Expired Plates For operating or allowing the operation of a vehicle w/ expired	
Parties	State of Indiana, Matlock	


	<b>State of Indiana vs. OTIS W MATLOCK</b> 82D05-1505-IF-005359	Filed 05/21/2015
Court	Vanderburgh Superior Court 5	
Case Type	IF - Infraction	
Filed	05/21/2015	
Status	06/10/2015, Decided	
Charges	9-19-10-2/IFD: Failure of Occupant to Use Safety Belt	
Parties	State of Indiana, MATLOCK	


	<b>State of Indiana vs. Otis Matlock</b> 82D05-1105-IF-06197	Filed 05/10/2011
Court	Vanderburgh Superior Court 5	
Case Type	IF - Infraction	
Filed	05/10/2011	
Status	05/16/2011, Decided	
Charges	9-19-10-2 Failure Front Seat Occupant to Use Seat	
Parties	State of Indiana, Matlock	


	<b>State of Indiana v. Otis L Matlock</b> 49G13-1104-IF-035423	Filed 04/25/2011
Court	Marion Superior Court, Criminal Division 13	
Case Type	IF - Infraction	
Filed	04/25/2011	
Status	05/13/2011, Decided	
Charges	9-21-8-35(b)(1)/IFA: Failure to Change Lanes for Authorized Emergency Vehicle	
Parties	State of Indiana, Matlock	





	Gene B Glick For Carriage Hse E I vs. Otis Matlock 49K03-0711-SC-006972	Filed 11/27/2007
Court	Lawrence Township	
Case Type	SC - Small Claims	
Filed	11/27/2007	
Status	02/13/2008, Decided	
Parties	Gene B Glick For Carriage Hse E I, Matlock	
Attorneys	Beatty	
	State of Indiana vs. Otis W Matlock 82D05-0705-IF-09478	Filed 05/10/2007
Court	Vanderburgh Superior Court 7	
Case Type	IF - Infraction	
Filed	05/10/2007	
Status	06/22/2007, Decided	
Charges	9-21-5-6 SPEEDING CL C INF (Speed:45) (Zone:30)	
Parties	State of Indiana, Matlock	
	State of Indiana vs. Matlock, Otis 49F31-0609-IF-182259	Filed 09/25/2006
Court	Marion Superior Court, Criminal Division 13	
Case Type	IF - Infraction	
Filed	09/25/2006	
Status	11/12/2006, Decided	
Charges	OPER.VEH.W/O VALID LIC.FOR VEH.TYPE/NC	
Parties	State of Indiana, Matlock	
	State of Indiana vs. Matlock, Otis 49F31-0609-OV-182257	Filed 09/25/2006
Court	Marion Superior Court, Criminal Division 13	
Case Type	OV - Local Ordinance Violation	
Filed	09/25/2006	
Status	11/12/2006, Decided	
Charges	SPEEDING: CERTAIN STREETS/OI	
Parties	State of Indiana, City of Indianapolis, Matlock	

	<b>State of Indiana vs. Matlock, Otis</b> 49F31-0609-IF-182261	Filed 09/25/2006
Court	Marion Superior Court, Criminal Division 13	
Case Type	IF - Infraction	
Filed	09/25/2006	
Status	11/12/2006, Decided	
Charges	DRIVING WHILE LICENSE SUSPENDED/NA	
Parties	State of Indiana, Matlock	

	<b>State of Indiana vs. Otis W Matlock</b> 82D05-0608-IF-13452	Filed 08/16/2006
Court	Vanderburgh Superior Court 5	
Case Type	IF - Infraction	
Filed	08/16/2006	
Status	08/24/2006, Decided	
Charges	9-21-3-7 Disregarding Automatic Signal, C INFR	
Parties	State of Indiana, Matlock	

	<b>Gene Glick For Carriage House East Apts vs. Otis Matlock</b> 49K03-0603-SC-001602	Filed 03/28/2006
Court	Lawrence Township	
Case Type	SC - Small Claims	
Filed	03/28/2006	
Status	04/12/2006, Decided	
Parties	Gene Glick For Carriage House East Apts, Matlock	
Attorneys	Beatty	

	<b>Gene Glick Carriage House East Apts vs. Otis Matlock</b> 49K03-0512-SC-007497	Filed 11/29/2005
Court	Lawrence Township	
Case Type	SC - Small Claims	
Filed	11/29/2005	
Status	08/03/2011, Decided	
Parties	Gene Glick Carriage House East Apts, Matlock	
Attorneys	Beatty	

	<b>National Check Bureau Inc vs. Otis L Matlock</b> 49D04-0510-CC-042526	Filed 10/28/2005
Court	Marion Superior Court, Civil Division 4	
Case Type	CC - Civil Collection	
Filed	10/28/2005	
Status	10/09/2018, Decided	
Parties	National Check Bureau Inc, Matlock	
Attorneys	Deglopper, Kurtzer	
	<b>State of Indiana vs. Otis L Matlock</b> 29H01-0509-CM-000705	Filed 09/16/2005
Court	Carmel City Court	
Case Type	CM - Criminal Misdemeanor	
Filed	09/16/2005	
Status	11/22/2005, Decided	
Charges	DRIVING WHILE SUSPENDED-MISD.	
Parties	State of Indiana, Matlock	
Attorneys	Freeman	
	<b>State of Indiana vs. Matlock, Otis</b> 49F13-0507-CM-102367	Filed 07/01/2005
Court	Marion Superior Court, Criminal Division 13	
Case Type	CM - Criminal Misdemeanor	
Filed	07/01/2005	
Status	02/28/2006, Decided	
Charges	DRIVING WHILE LICENSE SUSPENDED/PRIOR/MA	
Parties	State of Indiana, Matlock	
	<b>State of Indiana vs. Matlock, Otis</b> 49F31-0504-OV-058285	Filed 04/05/2005
Court	Marion Superior Court, Criminal Division 13	
Case Type	OV - Local Ordinance Violation	
Filed	04/05/2005	
Status	06/07/2005, Decided	
Charges	SPEEDING: CERTAIN STREETS/OI	
Parties	State of Indiana, City of Indianapolis, Matlock	

# Search Results

Party Search

First: OTIS  
Last: MATLOCK

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by File Date, Descending

<div><div></div><div>State of Indiana vs. Otis W Matlock</div><div>82D05-0407-IF-11260</div><div>Court</div><div>Vanderburgh Superior Court 1</div><div>Case Type</div><div>IF - Infraction</div><div>Filed</div><div>07/26/2004</div><div>Status</div><div>08/24/2004, Decided</div><div>Charges</div><div>9-21-5-2(3) EXCEEDING POSTED SPEED, C INFR (Speed:40) (Zone:30)</div><div>Parties</div><div>State of Indiana, Matlock</div></div>	Filed 07/26/2004
<div><div></div><div>State of Indiana vs. Matlock, Otis</div><div>49F13-0402-IF-023286</div><div>Court</div><div>Marion Superior Court, Criminal Division 13</div><div>Case Type</div><div>IF - Infraction</div><div>Filed</div><div>02/11/2004</div><div>Status</div><div>03/16/2005, Decided</div><div>Charges</div><div>DRIVING WHILE LICENSE SUSPENDED/NA</div><div>Parties</div><div>State of Indiana, Matlock</div></div>	Filed 02/11/2004
<div><div></div><div>State of Indiana vs. Otis W Matlock</div><div>82D05-0312-IF-21949</div><div>Court</div><div>Vanderburgh Superior Court 5</div><div>Case Type</div><div>IF - Infraction</div><div>Filed</div><div>12/09/2003</div><div>Status</div><div>12/18/2003, Decided</div><div>Charges</div><div>9-21-5-2(3) EXCEEDING POSTED SPEED, C INFR (Speed:57) (Zone:35)</div><div>Parties</div><div>State of Indiana, Matlock</div></div>	Filed 12/09/2003
<div><div></div><div>State of Indiana vs. Matlock, Otis</div><div>49F31-0310-OV-170543</div><div>Court</div><div>Marion Superior Court, Criminal Division 13</div><div>Case Type</div><div>OV - Local Ordinance Violation</div><div>Filed</div><div>10/02/2003</div><div>Status</div><div>12/09/2003, Decided</div><div>Charges</div><div>SPEEDING: CERTAIN STREETS/OI</div><div>Parties</div><div>State of Indiana, City of Indianapolis, Matlock</div></div>	Filed 10/02/2003

<div><div></div><div></div></div>	<div>State of Indiana vs. Matlock, Otis</div> <div>49F31-0208-OV-216787</div> <div>Court</div> <div>Marion Superior Court, Criminal Division 13</div> <div>Case Type</div> <div>OV - Local Ordinance Violation</div> <div>Filed</div> <div>08/19/2002</div> <div>Status</div> <div>09/22/2002, Decided</div> <div>Charges</div> <div>SPEEDING: CERTAIN STREETS/OI</div> <div>Parties</div> <div>State of Indiana, City of Indianapolis, Matlock</div>	<div>Filed</div> <div>08/19/2002</div>
<div><div></div><div></div></div>	<div>State of Indiana vs. Otis W Matlock</div> <div>82D05-0206-IF-07101</div> <div>Court</div> <div>Vanderburgh Superior Court 1</div> <div>Case Type</div> <div>IF - Infraction</div> <div>Filed</div> <div>06/03/2002</div> <div>Status</div> <div>06/25/2002, Decided</div> <div>Charges</div> <div>9-21-5-3 Exceeding Posted Speed Limit, C INFR</div> <div>Parties</div> <div>State of Indiana, Matlock</div>	<div>Filed</div> <div>06/03/2002</div>
<div><div></div><div></div></div>	<div>Village Green Apartments vs. Otis Matlock</div> <div>82D06-0202-SC-01870</div> <div>Court</div> <div>Vanderburgh Superior Court 1</div> <div>Case Type</div> <div>SC - Small Claims</div> <div>Filed</div> <div>02/27/2002</div> <div>Status</div> <div>04/03/2002, Decided</div> <div>Parties</div> <div>Village Green Apartments, Matlock</div> <div>Attorneys</div> <div>Wilhite</div>	<div>Filed</div> <div>02/27/2002</div>
<div><div></div><div></div></div>	<div>State V Otis W Matlock Jr</div> <div>26D01-0202-IF-001522</div> <div>Court</div> <div>Gibson Superior Court</div> <div>Case Type</div> <div>IF - Infraction</div> <div>Filed</div> <div>02/25/2002</div> <div>Status</div> <div>06/13/2002, Decided</div> <div>Charges</div> <div>SPEEDING Speed:73 Speed Zone: 55</div> <div>Parties</div> <div>State of Indiana, Matlock</div>	<div>Filed</div> <div>02/25/2002</div>
<div><div></div><div></div></div>	<div>WESTLAKE APTS vs. OTIS MATLOCK</div> <div>49K08-0106-SC-004381</div> <div>Court</div> <div>Wayne Township</div> <div>Case Type</div> <div>SC - Small Claims</div> <div>Filed</div> <div>06/26/2001</div> <div>Status</div> <div>12/31/2003, Decided</div> <div>Parties</div> <div>Westlake Apts, Matlock</div>	<div>Filed</div> <div>06/26/2001</div>