

Southern Indiana Abstract Company, Inc

560 Toler Road NW
Corydon, IN 47112
812.913.5328
siacorders@gmail.com

Powered By **TITLEWISE**

----- UPDATE SUMMARY -----

Reason for Title Cloud:

A mortgage executed by a previous owner(s) of a parcel (tract) of real estate that is unreleased of record.

Example:

Mortgage recorded in Mortgage Drawer 26, Instrument #11945 (pages 11-17 of this mock title report).

Explanation:

1. There is an unreleased mortgage executed by the previous owners of the subject real estate, Norma and Paul Haycraft, recorded in Mortgage Drawer 26, Instrument #11945. This mortgage could have been missed by the abstractor that performed a title search when Norma and Paul Haycraft conveyed the subject real estate to the current owner, Matthew P. Nalley. If this was the case, said unreleased mortgage would still be due and payable and constitute a lien against the subject real estate. As Matthew P. Nalley currently owns the subject real estate and has executed a mortgage that currently encumbers the subject real estate (recorded as Document 201800530 - pages 6-10 of this title report), payment of the unreleased mortgage executed by Norma and Paul Haycraft would be the responsibility of the abstractor that failed to report the mortgage on the title search they provided.
2. The unreleased mortgage may have been reported on the title work and the settlement (closing) company paid it off, but the mortgage company never recorded a release of said mortgage.

% of Time it is the Reason for the Title Cloud:

5%

----- MAIN REPORT -----

Certification Date (@ 8 AM): 07/05/2023

Search Type: Thirty Year Search (remote search)

County: Floyd

Client File Number: TEST - MAGELLAN - PRIOR UNRELEASED MORTGAGE

Property Address: 510 Payne Road, New Albany, IN 47150

Brief Legal Description: 2-2-6; .5 acre & .11 acre

State Parcel ID: 22-05-00-200-032.000-007

Alternate Parcel ID: 005-24800-32

Record Owner(s): Matthew P. Nalley

Vesting Instrument Type: Warranty Deed

Executed: 01/13/2018

Recorded: 01/18/2018

Recording Information: Document 201800529

Comment: Subject to that easement referenced in the above deed.

Instrument Type: Mortgage

From: Matthew P. Nalley

To: PNC Mortgage, a division of PNC Bank, National Association

Amount: \$48,000.00

Executed: 01/16/2018

Recorded: 01/18/2018

Recording Information: Document 201800530

Comment(s): Prior unreleased mortgage recorded in Mortgage Drawer 26, Instrument #11945. Please see copy.

----- CHAIN OF TITLE -----

Owner/Grantee: Haycraft, Norma & Paul

Year Acquired: 1999

Vesting Instrument Recording Information: Deed Drawer 26 - 11944 (Deed Drawer 26 - 7038)

Owner/Grantee: Peters, Roy R. & Viola

Year Acquired: 1962

Vesting Instrument Recording Information: Deed Book 166 - 507 (Deed Drawer 7 - 7312)

FLOYD COUNTY
ASSESSOR

Jan/17/2018

Fidelity National
Title Company LLC

E-RECORDED
201800529
FLOYD CO. IN RECORDER
TODD N. SCANNELL
01/18/2018 8:13 AM
201800529 Pages: 3
Transaction # 4005625

WARRANTY DEED

File No.: 851700480

THIS INDENTURE WITNESSETH, that Norma J. Haycraft and Paul Haycraft, husband and wife (Grantor) CONVEY(S) AND WARRANT(S) to Matthew P. Nalley (Grantee) for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Floyd County in the State of Indiana, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Property: 510 Payne Rd, New Albany, IN 47150

Tax ID No.:

Subject to all current real estate taxes and assessments and all subsequent taxes and assessments.

Subject to all easements, covenants, conditions, and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 13th day of January, 2018.

Norma J. Haycraft
Norma J. Haycraft

Paul Haycraft
Paul Haycraft

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer

Jan 18 2018 - JM

JM

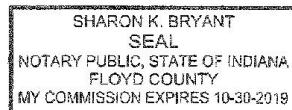
AUDITOR FLOYD CO. IND.

STATE OF INDIANA
COUNTY OF FLOYD

Before me, a Notary Public in and for said County and State, personally appeared Norma J. Haycraft and Paul Haycraft who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of December, 2018

Signature: Sharon K. Bryant
Printed: Sharon K. Bryant
Resident of: Floyd County
State of: Indiana
My Commission expires: 10/30/2018



Prepared By: Jeffrey R. Ladd, Attorney at Law
135 N. Pennsylvania Street, Suite 1575, Indianapolis, IN 46204

Grantee's Address and Tax Billing Address: 7353 N. 600 W
Middletown, Ind 47356

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: Sandra K. Bryant

Return To: Fidelity National Title Company, LLC
1106 Meridian Plaza, Suite 100, Anderson, IN 46016

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 20-05-00-200-032.000-007

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 6 EAST, FLOYD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STEEL POST MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, WHICH POST IS ON THE SOUTH LINE OF LOT #2 OF JOSEPH SMITH'S PARTITION (REF. D.R. 21, PAGE 201) AT A POINT WHICH IS BY REPUTATION SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 1278.57 FEET FROM THE SOUTHWEST CORNER OF LOT 2 AND RUNNING THENCE NORTH 00 DEGREES 47 MINUTES 23 SECONDS EAST WITH THE CENTERLINE OF PAYNE ROAD AND SAID CENTERLINE EXTENDED FOR A DISTANCE OF 568.35 FEET AT AN IRON PIN ON THE SOUTH LINE OF THE NORTH HALF OF LOT 2 OF JOSEPH'S SMITH'S PARTITION; THENCE RUNNING NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST WITH SAID SOUTH LINE A DISTANCE OF 216.62 FEET TO AN IRON PIN; THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST A DISTANCE OF 188.99 FEET TO AN IRON PIN; THENCE RUNNING NORTH 03 DEGREES 25 MINUTES 55 SECONDS WEST A DISTANCE OF 29.62 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 66.5 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 03 DEGREES 25 MINUTES 55 SECONDS A DISTANCE OF 3.5 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 122.43 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 03 DEGREES 25 MINUTES 55 SECONDS EAST A DISTANCE OF 26.19 FEET TO THE TRUE PLACE OF BEGINNING, CONTAINING IN ALL 0.11 ACRES, MORE OR LESS.

ALSO:

PART OF THE SOUTH HALF OF LOT NO. 2 OF JOSEPH SMITH UNRECORDED PARTITION PLAT IN SECTION 2, TOWNSHIP 2, SOUTH, RANGE 6 EAST.

BEGINNING AT THE SW CORNER OF LOT NO. 2 OF SAID PLAT, RUNNING THENCE NORTH 557.7 FEET; THENCE NORTH 85 DEGREES EAST 942.78 FEET, THE TRUE PLACE OF BEGINNING OF THE LAND TO BE HEREIN DESCRIBED; THENCE NORTH 85 DEGREES EAST 120 FEET; THENCE 86 DEGREES EAST 181.5 FEET; THENCE SOUTH 85 DEGREES WEST 120 FEET; THENCE NORTH 86 DEGREES WEST 181.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 1/2 ACRES, MORE OR LESS.

E-RECORDED
201800530
FLOYD CO. IN RECORDER
TODD N. SCANNELL
01/18/2018 8:13 AM
201800530 Pages: 15
Transaction # 4005625

After Recording Return To:
PNC Bank, NA
P.O. Box 8800
Dayton, OH 45401-8800

Fidelity National
Title Company LLC
851700480

[Space Above This Line For Recording Data]

MORTGAGE

Nalley
Loan #: xxxxxxxx4195
PIN: 22-05-00-200-032.000-007

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 January 16, 2018, together with all Riders to this document.

(B) "Borrower" is Matthew P Nalley. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is PNC Mortgage, a division of PNC Bank, National Association. Lender is a National Association organized and existing under the laws of THE UNITED STATES. Lender's address is 3232 Newmark Drive, Miamisburg, OH 45342. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 16, 2018. The Note states that Borrower owes Lender Forty-Eight Thousand And 00/100 Dollars (U.S. \$48,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2033.

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

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

INDIANA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
324.28

Page 1 of 12

Form 3015 1/01

Initials: MN

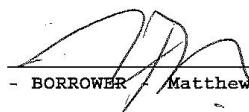


(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration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

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

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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

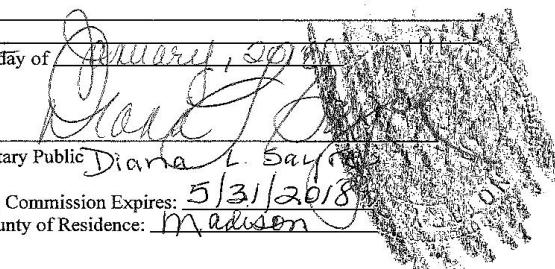

 - BORROWER Matthew P. Nalley - DATE - 1/16/18

[Space Below This Line For Acknowledgment]

STATE OF Indiana
COUNTY OF Madison

Before me the undersigned, a notary public for Madison county, state of Indiana, personally appeared Matthew P. Nalley

and acknowledged the execution of this instrument this 16th day of January, 2018


 Notary Public Diana L. Sayre
 My Commission Expires: 5/31/2018
 County of Residence: Madison

Mortgage Loan Originator Julie Slayton
 Nationwide Mortgage Licensing System and Registry Identification Number 577655
 Mortgage Loan Origination Company PNC Bank, National Association
 Nationwide Mortgage Licensing System and Registry Identification Number 446303

INDIANA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 324.28
 Page 11 of 12

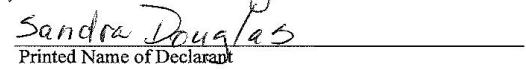
Form 3015 1/01



xxxxxx4195

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


Signature of Declarant


Printed Name of Declarant

This instrument was prepared by:
Linda Ramsden

PNC Bank, NA
P.O. Box 8800
Dayton, OH 45401-8800

INDIANA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 324.28

Page 12 of 12

Form 3015 1/01

Initials: 



Floyd County Recorder Document # 201800530 Page 12 of 15

SECOND HOME RIDER

Nalley
Loan #: xxxxxx4195

THIS SECOND HOME RIDER is made this 16th day of January, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **PNC Mortgage, a division of PNC Bank, National Association** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **510 Payne Rd, New Albany, IN 47150** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

© 35.10

Form 3890 1/01 (page 1 of 2 pages)



LEGAL DESCRIPTION

Order No.: 851700480

For APN/Parcel ID(s): 20-05-00-200-032.000-007

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 6 EAST,
FLOYD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STEEL POST MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, WHICH POST IS ON THE SOUTH LINE OF LOT #2 OF JOSEPH SMITH'S PARTITION (REF. D.R. 21, PAGE 231) AT A POINT WHICH IS BY REPUTATION SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 1278.57 FEET FROM THE SOUTHWEST CORNER OF LOT 2 AND RUNNING THENCE NORTH 00 DEGREES 47 MINUTES 23 SECONDS EAST WITH THE CENTERLINE OF PAYNE ROAD AND SAID CENTERLINE EXTENDED FOR A DISTANCE OF 568.35 FEET AT AN IRON PIN ON THE SOUTH LINE OF THE NORTH HALF OF LOT 2 OF JOSEPH'S SMITH'S PARTITION; THENCE RUNNING NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST WITH SAID SOUTH LINE A DISTANCE OF 216.62 FEET TO AN IRON PIN; THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST A DISTANCE OF 188.99 FEET TO AN IRON PIN; THENCE RUNNING NORTH 03 DEGREES 25 MINUTES 55 SECONDS WEST A DISTANCE OF 29.69 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 66.5 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 03 DEGREES 25 MINUTES 55 SECONDS A DISTANCE OF 3.5 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 122.43 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 03 DEGREES 25 MINUTES 55 SECONDS EAST A DISTANCE OF 26.19 FEET TO THE TRUE PLACE OF BEGINNING, CONTAINING IN ALL 0.11 ACRES, MORE OR LESS.

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BEGINNING AT THE SW CORNER OF LOT NO. 2 OF SAID PLAT, RUNNING THENCE NORTH 557.7 FEET; THENCE NORTH 85 DEGREES EAST 942.78 FEET, THE TRUE PLACE OF BEGINNING OF THE LAND TO BE HEREIN DESCRIBED; THENCE NORTH 85 DEGREES EAST 120 FEET; THENCE 86 DEGREES EAST 181.5 FEET; THENCE SOUTH 85 DEGREES WEST 120 FEET; THENCE NORTH 6 DEGREES WEST 181.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 1/2 ACRES, MORE OR LESS.

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 251004512
Servicing Number: 189876-6

RECEIVED FOR RECORD
TIME 2:01PM DATE Aug 3 1999
RECORDED IN Mtg DRA 236
INSTR. NO. 11945
Carlyn E.
RECORDED BY PAYNE COUNTY

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 23, 1999 ^{PK} _{11A}. The mortgagor is NORMA HAYCRAFT AND PAUL HAYCRAFT, WIFE AND HUSBAND ^{ell}

("Borrower").

This Security Instrument is given to Option One Mortgage Corporation d/b/a H & R Block Mortgage, A California Corporation which is organized and existing under the laws of CALIFORNIA and whose address is 3 Ada, Irvine, CA 92618 ("Lender").

Borrower owes Lender the principal sum of thirty one thousand five hundred AND NO 100THS Dollars (U.S. \$31,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 01, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Floyd County, Indiana:

D052480032

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

which has the address of 510 PAYNE ROAD,

NEW ALBANY

(Street, City)

Indiana 47150 ("Property Address");
[Zip Code]

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

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

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

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage, or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. **Misrepresentation and Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

25. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Security Instrument.

26. **Waiver of Statute of Limitations.** The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

27. **Modification.** This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

28. **Reimbursement.** To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law.

29. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

30. **Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

31. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

No Prepayment Penalty Option Rider

Planned Unit Development Rider

Occupancy Rider

Other(s) (specify)

Loan Number: 251004512

Servicing Number: 189876-6

Date: 07/22/99 PH

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

Witnesses:

o Valley
Paul Haycraft
PAUL HAYCRAFT

-Borrower

Kenneth Hilt Jr.
Bonnie J Haycraft
NORMA HAYCRAFT

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

STATE OF INDIANA, ELIAS FLOYD JR

County ss:

On this 26th day of July, 1999, before me, the undersigned, a Notary Public in
and for said County, personally appeared
Paul Haycraft, NORMA HAYCRAFT

WITNESS my hand and official seal.

My Commission Expires:

, and acknowledged the execution of the foregoing instrument,
Notary Public

This instrument was prepared by: Quality Control
option one mtg. corp.
P.O. Box 57076
IRVINE, CA.



ROBERT JON CLARK
REG. OF FLOYD COUNTY
IN COMM. EXP. 04-13-08

MAIL TO
NATIONS TITLE AGENCY
HURST BOURNE PLACE, SUITE 211
9300 SHELEYVILLE ROAD
LOUISVILLE, KY 40222
99175-34

Legal Description for 99IN17536:

A part of the northwest quarter of section 2, township 2 south, range 6 east, Floyd County, Indiana, more particularly described as follows: Commencing at a steel post marking the southeast corner of the northwest quarter of said section 2, which post is on the south line of Lot #2 of Joseph Smith's Partition (ref. D.R. 21, page 231) at a point which is by reputation S 89 degrees 49' 19" E a distance of 1278.57 feet from the southwest corner of Lot 2 and running thence N 00 degrees 47' 23" E with the centerline of Payne Road and said centerline extended for a distance of 568.35 feet at an iron pin on the south line of the north half of Lot 2 of Joseph Smith's Partition; thence running N 89 degrees 49' 19" W with said south line a distance of 216.62 feet to an iron pin; the TRUE PLACE OF BEGINNING of the tract herein described; thence continuing N 89 degrees 49' 19" W a distance of 188.99 feet to an iron pin; thence running N 03 degrees 25' 55" W a distance of 29.69 feet to an iron pin; thence running S 89 degrees 49' 19" E a distance of 66.5 feet to an iron pin; thence running S 03 degrees 25' 55" a distance of 3.5 feet to an iron pin; thence running S 89 degrees 49' 19" E a distance of 122.43 feet to an iron pin; thence running S 03 degrees 25' 55" E a distance of 26.19 feet to the TRUE PLACE OF BEGINNING, containing in all 0.11 acres.

----- DECLARATION -----

*Due to temporary courthouse closures in Floyd and Harrison Counties, Indiana, in response to COVID-19 (Coronavirus), please note the following liability disclaimers: *Harrison County, Indiana: Public records pertaining to real estate tax information; delinquent personal property taxes cannot be certified. Tax Sale information cannot be certified. Judgments (to include foreign) can only be certified for an eight-year period (from present) as some court information is not available online. Lis Pendens Notices cannot be certified. Any additional reported information that cannot be certified will be noted in the title report. *Floyd County, Indiana: Public records pertaining to delinquent personal property taxes; posted delinquent sewer use or code enforcement charges; and foreign judgments cannot be certified. Tax Sale information cannot be certified. Lis Pendens Notices cannot be certified. Any additional reported information that cannot be certified will be noted in the title report. Southern Indiana Abstract Company, Inc. hereby certifies that a careful examination has been made of the following digital and/or written records in the various Public Offices of the county and state where the subject real estate is situate: (a) In the Recorder's Office: General indexes to the Deed, Mortgage, and Miscellaneous Records, and where indicated by such indexes, the records themselves; Old Age Assistance Lien, U.S. Tax Lien, and Delinquent Sewer Lien Records; and U.C.C. Fixture File; and Certified Delinquent Sewer Use Charges; (b) In the Clerk's Office: General indexes to the Judgment Docket, Probate and Lis Pendens Records, and where indicated by such indexes, the records themselves; (c) In the Auditor's Office: Tax Sale Record; if applicable (d) In the Treasurer's Office: Current Tax Records; all for the duration of the scope of the title search performed. All title searches performed are made subject to: Regulations governing Consumer Credit Protection, truth in lending or similar law; The rights, if any, of persons in possession of said property or any portion thereof; restrictions upon use imposed by law, zoning ordinance, or other legal restrictions, if any; Any undisclosed federal estates tax liens. Any state of facts that an accurate survey of the premises might disclose. Subject to the consequences, if any, for failure to comply with the Responsible Property Transfer Law (I.C. 13-253-1, et seq.), if applicable. Southern Indiana Abstract Company, Inc. cannot be held liable as to the correctness of the indexing of records in the aforementioned public offices, the correctness of the actual records, or the accuracy or consistency of the performance of any digital indexing platforms/programs utilized. Southern Indiana Abstract Company, Inc. does not certify any state or federal records, to include bankruptcy records.