

# Southern Indiana Abstract Company, Inc

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

Powered By **TITLEWISE**

## ----- UPDATE SUMMARY -----

Reasons for Clouds (there are two separate clouds set out herein):

1. Lis Pendens Notice
2. Mortgage Foreclosure Judgment

Examples:

1. Lis Pendens Notice made part of part of mortgage foreclosure action filed under Cause #31C01-2208-MF-000041. A copy of said Notice appears on Page 23 of this mock title report.
2. Mortgage foreclosure judgment filed under Cause #31C01-2208-MF-000041 (the same cause {a/k/a court case} the above Lis Pendens Notice was made part of). A copy of said Judgment appears on Pages 25 through 32 of this mock title report.

Explanation:

1. A Lis Pendens Notice is filed when another person or entity asserts an interest in real estate that is owned by some other person or entity (record owner/owner of record). Such an assertion can be made for different reasons, for instance an equitable interest by virtue of a lien (mortgage lien; judgment lien) that the person or entity asserting an interest has with or has filed against the record owner. Another example would be an assertion made by a person or entity purchasing real estate from the record owner via a real estate contract. If the record owner does not convey the real estate to the contract buyer, and the buyer has met all conditions of the contract, they can file a Lis Pendens Notice against the contract seller. A Lis Pendens Notice may also be filed against a record owner of a tract/parcel of real estate by an adjacent property owner if said owner believes they actually own a portion of that tract/parcel held by the record owner.

A Lis Pendens Notice is always filed as part of a court action (Court Cause/Court Case) and a judge must then determine the outcome of the assertion made. In this case, the holder of the mortgage secured by the subject real estate, same being held by Vanderbilt Mortgage & Finance, Inc., has asserted interest in the subject real estate by virtue of said mortgage. Ultimately, the judge affirmed Vanderbilt's interest in the subject real estate by virtue of said mortgage.

2. A mortgage is a very common lien (debt charged against real estate) as most people/entities must borrow money to purchase real estate. When the record owner defaults on a mortgage (makes no payments for over three months, typically) the mortgage holder (bank/mortgage company/lending institution) will file mortgage foreclosure proceedings in the county of the state where the mortgaged real estate is located.

In this case, Vanderbilt Mortgage & Finance, Inc. filed mortgage foreclosure proceedings against the record owner (Brian William Satori) under Cause #31C01-2208-MF-000041. The first filing in a mortgage foreclosure action is called a complaint (Pages 18 through 22 of this mock title report), which sets out the particulars surrounding the mortgage secured by the subject real estate that is in default.

In this case, the judge ruled in favor of Vanderbilt Mortgage & Finance, Inc., and the mortgage was foreclosed and "reduced to judgment". This means the mortgage is no longer a valid lien against the

subject real estate, but rather the judgment rendered in the mortgage foreclosure action (Pages 26 through 32 of this mock title report). Said judgment amount is for the remaining principal amount of the mortgage, plus interest due on said remaining principal, plus attorney's fees (and sometimes other relevant amounts due).

A judgment rendered in a mortgage foreclosure action is satisfied after the subject real estate is sold at sheriff's/commissioner's sale. When a sheriff's sale/commissioner's sale is held, any person or entity may bid on the subject real estate. Bidding starts at the amount of the judgment rendered in the mortgage foreclosure action. The highest bidder is awarded the subject real estate by virtue of a "Sheriff's Deed/Commissioner's Deed issued by the sheriff or commissioner of the county and state where the subject real estate is located. The money paid by the winning bidder is then submitted to the mortgage company (and their attorney) to satisfy the judgment so that it no longer constitutes a lien against the subject real estate.

% of Time it is the Reason for Title Cloud:

1. Lis Pendens Notice - 2%
2. Mortgage Foreclosure Judgment - 10%-12%

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## ----- MAIN REPORT -----

**Certification Date (@ 8 AM):** 10/28/2022

**Search Type:** Thirty Year Search (remote search)

**County:** Harrison

**Client File Number:** TEST - MAGELLAN - LIS PENDENS/MORTGAGE FORECLOSURE JUDGMENT

**Property Address:** 455 Toler Road NW, Corydon, IN 47112

**Brief Legal Description:** 35-3-3; 1.00 acre

**State Parcel ID:** 31-09-35-300-003.000-007

**Alternate Parcel ID:** 004-04397-00

**State Tax Parcel ID:** 31-09-35-300-003.000-007

**Alternate Tax Parcel ID:** 004-04397-00

**Tax Year:** 2021 payable 2022

**Land Value:** \$15,500.00

**Improvement Value:** \$77,200.00

**Exemption Total:** \$64,695.00

**Net Value:** \$92,700.00

**Installment Amount (two annual):** \$174.08

**Status:** Both paid

**Purchaser(s):** Tim Jackson

**Record Owner(s):** Botab Investments LLC 50% and Chiefbinvestments LLC 50%

**Vesting Instrument Type:** Quit-Claim Deed

**Executed:** 09/27/2022

**Recorded:** 09/30/2022

**Recording Information:** Document 202205578

**Comment:** Above deed is a re-recording of deed originally recorded as Document 202205578. Please see

copies of both.

**Instrument Type:** Mortgage

**From:** Brian William Satori and Leslie J. Satori

**To:** The CIT Group/Consumer Finance, Inc.

**Amount:** \$66,750.00

**Executed:** 01/10/2002

**Recorded:** 02/21/2002

**Recording Information:** Document 200202120

**Comment:** Above mortgage was assigned by instrument recorded as Document 200900924.

Above mortgage was foreclosed and reduced to judgment in action filed under Cause #31C01-2208-MF-000041.

**Comment(s):** Mortgage foreclosure judgment rendered under Cause #31C01-2208-MF-000041. Please see chronological case summary, complaint, lis pendens notice, and judgment copies. No sheriff's deed has been recorded.

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

**Owner/Grantee:** Satori, Brian W.

**Year Acquired:** 2022

**Vesting Instrument Recording Information:** Document 202205547

**Owner/Grantee:** Satori, Brian W. And Leslie J.

**Year Acquired:** 1996

**Vesting Instrument Recording Information:** Deed Book L-9, Page 809

**Owner/Grantee:** Satori, David G. and Mary J.

**Year Acquired:** 1970

**Vesting Instrument Recording Information:** Deed Book S-6, Page 110 and Deed Book O-8, Page 87 and Deed Book I-8, Page 138 and Deed Book J-8, Page 809

-----**LEGAL DESCRIPTION**-----

**LEGAL DESCRIPTION:**

A part of the Southwest Quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as the follows:  
Commencing at a railroad spike found at the Northwest corner of the Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county rind, thence with said county road as follows; South 58° -20' 03" West 26.03 feet, South 45°-20'-05" West 64.32 feet, South 30° - 33'-09" West 51.40 feet, South 19°-21' -38" West 51.60 feet, South 13° -15' -15" West 6.60 feet to a railroad spike placed in said road, thence leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, 'to the point of beginning, containing 1.000 acres more or less.

Commonly known as 455 Toler Road NW Corydon IN 47112

Also includes a 1997 Mobile Home VIN # 137B7055

Rerecord due to  
Grantor date left  
off



PROPERTY ADDRESS:  
455 Toler Road NW  
Corydon, IN 47112

QUIT CLAIM DEED  
INST# 202205675

DEBBIE DENNISON  
HARRISON COUNTY RECORDER  
09/30/2022 02:33:23 PM

RECORDING FEE: 25.00  
PAGE 1 OF 2

ID: 31-09-35-300-003.000-007 (004-04397-00)

INST# 202205675  
DEBBIE DENNISON  
HARRISON COUNTY RECORDER  
09/27/2022 02:20:31 PM

RECORDING FEE: 25.00  
PAGE 1 OF 2

MAIL TAX STATEMENTS TO:

Grantee's Address is:  
381 Morris Ave  
Corydon, IN 47112

This Indenture Witnesseth, that Brian Satori, Grantor(s), of Harrison County, in the State of Indiana:

Convey(s) and Warrant(s)

Unto BoTab Investments LLC 50% and Chiefbinvestments LLC 50% Grantee(s) of Harrison County, in the State of Indiana, for and in consideration, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Harrison County, State of Indiana:

LEGAL DESCRIPTION:

A part of the Southwest Quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as the follows:  
Commencing at a railroad spike found at the Northwest corner of the Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county road, thence with said county road as follows" South 58' -20' 03 West 26.03 feet, South 45'-20'-05" West 64.32 feet, South 30' -33'-09" West 51.40 feet, South 19'-21' -38" West 51.60 feet, South 13' -15' -15" West 6.60 feet to a railroad spike placed in said road, thence leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, 'to the point of beginning, containing 1.000 acres more or less.

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Subject to assessed but unpaid taxes, not yet delinquent, all liens, encumbrances, any and all easements, agreements and restrictions of record.

Page 1 of 2

TX#4092246

DocID:8303800

Harrison County Recorder

Document # 202205675

Page 1 of 2

BILLY ENTERED FOR TAXATION THIS

27 DAY OF Sept 2022  
*Chad Shireman*  
AUDITOR HARRISON CO. INDIANA

In Witness Whereof, Grantor(s) have subscribed their names this 27 day of Sep,  
2022.

Brian Satori  
455 Toler Road  
Corydon, IN 47112

Brian Satori

STATE OF Indiana

COUNTY OF Harrison

Before me, a Notary Public in and for the said County and State, personally appeared Brian Satori 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 27 day of September, 2022.

Signature: Karen S Shepherd, Notary Public  
Printed: Karen S. Shepherd  
County of Residence: Harrison, County, IN

My Commission Expires: 10/03/24  
My Commission Number: NP0691578



This instrument was prepared by Brian Satori. 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.

Brian Satori  
Brian Satori

Page 2 of 2

INST# 202205578

DEBBIE DENNISON  
HARRISON COUNTY RECORDER  
09/27/2022 02:20:31 PM

QUIT CLAIM DEED

RECORDING FEE: 25.00  
PAGE 1 OF 2

PROPERTY ADDRESS:  
455 Toler Road NW  
Corydon, IN 47112

MAIL TAX STATEMENTS TO:  
Grantee's Address is:  
381 Morris Ave  
Corydon, IN 47112

ID: 31-09-35-300-003.000-007 (004-04397-00)

This Indenture Witnesseth, that Brian Satori, Grantor(s), of Harrison County, in the State of Indiana:

Convey(s) and Warrant(s)

Unto BoTab Investments LLC 50% and Chiefbinvestments LLC 50% Grantee(s) of Harrison County, in the State of Indiana, for and in consideration, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Harrison County, State of Indiana:

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Page 1 of 2

BULY ENTERED FOR TAXATION THIS

27 DAY OF Sept 2022  
*Chad Shireman*  
AUDITOR HARRISON CO. INDIANA

TX:4092246

1

0621018303681

Harrison County Recorder

Document # 202205578

Page 1 of 2

In Witness Whereof, Grantor(s) have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Brian Satori  
455 Toler Road  
Corydon, IN 47112



STATE OF Indiana

COUNTY OF Harrison

Before me, a Notary Public in and for the said County and State, personally appeared Brian Satori 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 27 day of September, 2022.

Signature: Karen S. Shepherd, Notary Public  
Printed: Karen S. Shepherd  
County of Residence: Harrison, County, IN

My Commission Expires: 10/03/24  
My Commission Number: NPD691578



This instrument was prepared by Brian Satori. 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.

  
Brian Satori

Page 2 of 2



## REAL ESTATE MORTGAGE

Name and Address of Mortgagor(s): <b>BRIAN XAVIER SATORI</b> <b>LESLIE J SATORI</b>		Mortgagee: <b>THE CIT GROUP/CONSUMER FINANCE, INC.</b> <b>3500 DEPAUW BLVD.</b> <b>SUITE 1070, 7TH FLOOR</b> <b>INDIANAPOLIS, IN 46268</b>	
455 TOLER RD CORYDON, IN 47112	Loan Number	Date	Date Final Payment Due
		01/10/02	01/15/32
			Principal Balance <b>\$66,750.00</b>

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

### MORTGAGE OF REAL ESTATE

To secure payment of a Note I signed today promising to pay you the Principal Balance as shown above together with interest at the rate set forth in the Note secured by this Mortgage and any modifications, extensions and renewals thereof, each of the persons signing this Mortgage mortgages, grants and conveys to you the real estate described below, and all present and future improvements on the real estate and all easements, rights, appurtenances and rents, which is located in Indiana, County of **HARRISON**:

which has the address of **455 TOLER RD**, **CORYDON**  
(Street) (City)  
Indiana **47112** (the "Premises").  
(zip code)

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

### TERMS AND CONDITIONS:

**PAYMENT OF OBLIGATIONS** - If I pay my Note according to its terms, this Mortgage will become null and void.

**TAXES - LIENS - INSURANCE - MAINTENANCE** - I will pay, when they are due and payable, all taxes, security agreements (including mortgages), liens, assessments, obligations, water rates and any other charges against the Premises, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the Premises in your favor in a form and amount satisfactory to you and maintain and keep the Premises in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so.

SEE PAGES 2 AND 3 FOR ADDITIONAL IMPORTANT TERMS

01/10/02 10:53 1451675  
2-119114 (799) Indiana First Mortgage

Initial(s) X RJS X LJS  
Page 1 of 3

The amount you pay will be due and payable to you on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10) day period will begin when the notice is given.

**TITLE** - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises. I further warrant that the lien created by this Mortgage is a valid and enforceable first lien, subordinate only to easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else.

**CONDEMNATION** - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises are abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

**DUE ON SALE OR ALTERATION** - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the Premises, allow the Premises to deteriorate or commit waste.

**DEFAULT** - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures or on any other mortgage which covers the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fee, if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

**APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS** - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

**RIGHTS CUMULATIVE** - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

**NOTICES** - I agree that any notice and demand may be given to me either in person or by mail.

**RELEASE** - Upon payment of all sums secured by this Mortgage, you shall release the Premises from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

**EXTENSIONS AND MODIFICATIONS** - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

**APPLICABLE LAW** - This Mortgage is made in accordance with, and will be governed by, the laws of the State of Indiana and applicable Federal law.

**RECEIPT OF COPY** - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

**SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS**

BRIAN WAYNE SATORI  
01/10/02 16:53 1451675  
2-1791B

Page 2 of 3

2

**BINDING EFFECT** - This Mortgage is binding on and inures to both you and my successors and assigns.

SEE PAGES 1 AND 2 FOR ADDITIONAL IMPORTANT TERMS  
SEE ATTACHED RIDER TO MORTGAGE

Signed this 10 day of January 2002.

Brian Wayne Satori (Seal)  
BRIAN WAYNE SATORI  
William  
WILLIAM  
Leslie J Satori (Seal)  
LESLIE J SATORI

(Seal)

**ACKNOWLEDGMENT**

STATE OF INDIANA  
COUNTY OF Harrison }ss.



Before me, a Notary Public in and for said County and State, personally appeared Brian Wayne satori and Leslie J Satori, and acknowledged the execution of the foregoing mortgage as 10/09/02 voluntary act and deed.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of Jan 2002.

My Commission Expires:

23 Oct 09

Randy Layne Ludwig  
Notary Public

My County of Residence:

Harrison

Randy Layne Ludwig  
(Printed Signature)

This instrument was prepared by Andrea Chaudion of THE CIT GROUP/CONSUMER FINANCE, INC.

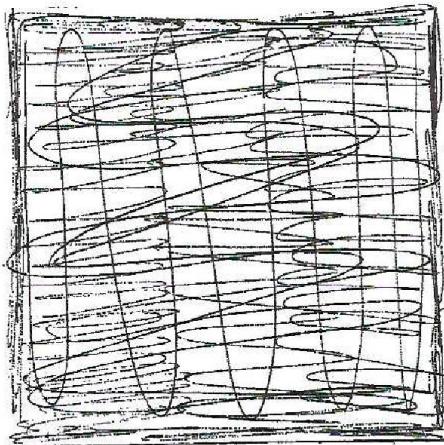
01/10/02 16:53 1451675  
2-1191C

Page 3 of 3

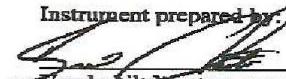
3

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A part of the Southwest quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of the Southwest quarter of said section, thence with the North line of said Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county road, thence with said county road as follows: South 58° -20' 03" West 26.03 feet, South 45° -20' 05" West 64.32 feet, South 30° -33' -09" West 51.40 feet, South 19° -21' -38" West 51.60 feet, South 13° -15' -15" West 6.60 feet to a railroad spike placed in said road, thence Leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, to the point of beginning, containing 1.000 Acres, more or less.



Instrument prepared by:

  
Vanderbilt Mortgage and Finance, Inc.,  
Brent Cheatwood  
PO Box 9800  
Maryville, TN 37802  
684539

RETURN TO:  
CLAYTON HOMES, INC.  
5000 Alcoa Trail  
Maryville, TN 37802

**ASSIGNMENT OF DEED OF TRUST**

In consideration of value received, the undersigned hereby sets over, assigns and transfers unto Vanderbilt Mortgage and Finance, Inc., whose address is 500 Alcoa Trail; Maryville, TN 37804, all its rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated January 10, 2002, executed by Brian Satori & Leslie J. Satori, As Tenants by The Entirety to THE CIT GROUP/CONSUMER FINANCE, INC., and whose principal place of business is 3500 Depauw BLVD; Suite 1070, 7<sup>th</sup> Floor; Indianapolis, IN 46268, and recorded in Instrument #200202120 of plats in Harrison County Records, State of Indiana described hereinafter as follows:

"**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**"

Commonly known as: 455 Toler Road; Corydon, IN 47112

Dated: February 9, 2009

Hathy Bucha  
Witness  
Rebecca Proffit  
Witness

THE CIT GROUP/CONSUMER FINANCE, INC.  
Assignor  
Barbara E. Gaines  
Barbara E. Gaines  
Agent

State of TENNESSEE  
County of BLOUNT

On , February 9, 2009., before me, personally appeared Barbara E. Gaines, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

  
Brent Cheatwood, NOTARY PUBLIC  
My Commission Expires: 11/10/09

**EXHIBIT A  
LEGAL DESCRIPTION**

A part of the Southwest quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of the Southwest quarter of said section, thence with the North line of said Southwest quarter, East, basis of bearings this description, 1298.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.83 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.50 feet to a railroad spike set in the center of a county road, thence with said county road as follows: South 58° 20' 03" West 26.03 feet, South 45° 20' 05" West 64.32 feet, South 30° 33' 05" West 51.40 feet, South 19° 21' 38" West 51.50 feet, South 13° 15' 15" West 5.60 feet to a railroad spike placed in said road, thence leaving said road West 235.10 feet to a #4 reinforcing bar, thence North 159.25 feet, to the point of beginning, containing 1.000 Acres, more or less.

rec'd 4/2

This is not the official court record. Official records of court proceedings may only be obtained directly from the court maintaining a particular record.

Vanderbilt Mortgage & Finance, Inc. v. Brian William Satori, Leslie J Satori, Treasurer of Harrison County

Case Number	31C01-2208-MF-000041
Court	Harrison Circuit Court
Type	MF - Mortgage Foreclosure
Filed	08/08/2022
Status	09/27/2022 , Decided

Parties to the Case

Defendant Satori, Brian William

Address

455 Toler Rd NW  
Corydon, IN 47112

Attorney

Pro Se

Defendant Satori, Leslie J

Address

455 Toler Rd NW  
Corydon, IN 47112

Attorney

Pro Se

Defendant Treasurer of Harrison County

Attorney

Pro Se

Plaintiff Vanderbilt Mortgage & Finance, Inc.

Address

500 Alcoa Trail  
Maryville, TN 37804

Attorney

Angela L Thompson  
*#2445882, Retained*

401 Frederica Street  
Bldg D Ste 101  
Owensboro, KY 42301  
270-215-1112(W)

Chronological Case Summary

08/08/2022 **Case Opened as a New Filing**

08/08/2022	<b>Appearance Filed</b>
	Entry of Appearance
	For Party: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/08/2022	<b>Complaint/Equivalent Pleading Filed</b>
	Complaint
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/08/2022	<b>Affidavit of Non-Military Filed</b>
	Affidavit of Non-Military Service
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Date: 08/08/2022
08/08/2022	<b>Lis Pendens Notice Filed</b>
	Lis Pendens Notice
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/08/2022	<b>Subpoena/Summons Filed</b>
	Summons - Brian Satori
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/08/2022	<b>Subpoena/Summons Filed</b>
	Summons - Leslie Satori
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/08/2022	<b>Subpoena/Summons Filed</b>
	Summons - Treasurer of Harrison County
	Filed By: Vanderbilt Mortgage & Finance, Inc.
	File Stamp: 08/08/2022
08/15/2022	<b>Service Returned Served</b>
	Treasurer of Harrison County served by HCSD - signed for by Debra Dones
	Party Served: Treasurer of Harrison County
	Date Served: 08/12/2022
08/15/2022	<b>Service Returned Served</b>
	HCSD served Leslie J. Satori by leaving Copy in Door and Mailed Copy
	Party Served: Satori, Leslie J
	Date Served: 08/12/2022
08/17/2022	<b>Service Returned Served</b>
	HCSD served Brian William Satori by leaving Copy in Door and Mailed Copy
	Party Served: Satori, Brian William
	Date Served: 08/12/2022

09/06/2022	<b>Motion for Default Judgment Filed</b>
with Affidavit of Indebtedness and Affidavit of Attorney Fees	
Filed By:	Vanderbilt Mortgage & Finance, Inc.
File Stamp:	09/06/2022
<b>09/27/2022 Order Granting Motion for Default Judgment</b>	
Default Judgment and Entry of Decree of Foreclosure	
Judicial Officer:	Evans, John T
Noticed:	Satori, Brian William
Noticed:	Satori, Leslie J
Noticed:	Treasurer of Harrison County
Noticed:	Thompson, Angela L
Order Signed:	09/27/2022
<b>09/28/2022 Automated Paper Notice Issued to Parties</b>	
Order Granting Motion for Default Judgment ---- 9/27/2022 : Brian William Satori;Leslie J Satori	
<b>09/28/2022 Automated ENotice Issued to Parties</b>	
Order Granting Motion for Default Judgment ---- 9/27/2022 : Angela L Thompson	
<b>09/28/2022 Default Judgment entered</b>	
Judicial Officer	Evans, John T
Monetary Award:	Pre-Judgment Interest: \$3,010.56; Judgment: \$55,528.91; Attorney Fees: \$1,150.00
Status:	Active; Signed Date: 09/27/2022
Awarded to:	Vanderbilt Mortgage & Finance, Inc.
Awarded against:	Brian Satori
Judgment Book:	2022, Page 09/27

#### Financial Information

\* Financial Balances reflected are current representations of transactions processed by the Clerk's Office. Please note that any balance due does not reflect interest that has accrued – if applicable – since the last payment. For questions/concerns regarding balances shown, please contact the Clerk's Office.

#### Vanderbilt Mortgage & Finance, Inc.

Plaintiff

Balance Due (as of 11/02/2022)

**0.00**

#### Charge Summary

Description	Amount	Credit	Payment
Court Costs and Filing Fees	185.00	0.00	185.00

#### Transaction Summary

Date	Description	Amount
08/08/2022	Transaction Assessment	185.00
08/08/2022	Electronic Payment	(185.00)

This is not the official court record. Official records of court proceedings may only be obtained directly from the court maintaining a particular record.

STATE OF INDIANA )  
                  )  
COUNTY OF HARRISON )

IN THE HARRISON CIRCUIT COURT  
SS: 2022 TERM  
CAUSE NO. \_\_\_\_\_

VANDERBILT MORTGAGE AND FINANCE, INC.

PLAINTIFF

v.

BRIAN WILLIAM SATORI  
SERVE BY SHERIFF:

455 Toler Rd. NW  
Corydon, IN 47112

LESLIE J. SATORI (in rem)  
SERVE BY SHERIFF:

455 Toler Rd. NW  
Corydon, IN 47112

TREASURER OF HARRISON COUNTY

DEFENDANTS

SERVE BY SHERIFF: 245 Atwood Street  
Corydon, IN 47112

**COMPLAINT TO FORECLOSE REAL ESTATE MORTGAGE**

Plaintiff, Vanderbilt Mortgage and Finance, Inc. (hereinafter "Vanderbilt"), complains of Defendants, Brian William Satori, Leslie J. Satori (in rem) and Treasurer of Harrison County, and for its cause of action, alleges and says:

1. That on the 10<sup>th</sup> day of January, 2002, Brian W. Satori and Leslie J. Satori were the owners, in fee simple, of the following described real estate in Harrison County, Indiana, to wit:

A part of the Southwest Quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of the Southwest quarter of said section, thence with the North line of said Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county road, thence with said county road as follows: South 58' -20' 03" West 26.03 feet, South 45' -20' -05" West 64.32 feet, South 30'

-33' -09" West 51.40 feet, South 19° -21' -38" West 51.60 feet, South 13° -15' -15" West 6.60 feet to a railroad spike placed in said road, thence leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, to the point of beginning, containing 1.000 Acres, more or less.

Commonly known as 455 Toler Rd. NW, Corydon, IN 47112

Also includes a 1997 Mobile Home VIN# 137B7055

Parcel No. 31-09-35-300-003.000-007

2. That on the 10<sup>th</sup> day of January, 2002, Defendants, Brian William Satori and Leslie J. Satori, borrowed money from The CIT Group/Consumer Finance, Inc., in the sum of Sixty-Six Thousand Seven Hundred Fifty and No/100 Dollars (\$66,750.00) by way of a Promissory Note (hereinafter "Note") dated January 10, 2002. A copy of the Note is attached hereto, made a part hereof by reference, and marked Exhibit "A". Said Agreement is further secured by a lien on a 1997 Mobile Home VIN# 137B7055. A copy of the Indiana Certificate of Title is attached hereto as Exhibit "B".

3. That the Note is secured by a real estate mortgage executed by Brian William Satori and Leslie J. Satori under date of January 10, 2002, and duly recorded February 21, 2002, in the office of the Recorder of Harrison County, Indiana, as Document Number 200202120, a copy of which is attached hereto and made a part hereof by reference, and marked Exhibit "C".

4. There is an Assignment of Deed of Trust from The CIT Group/Consumer Finance, Inc. to Vanderbilt Mortgage & Finance, Inc. under date of February 9, 2009, and duly recorded in the office of the Recorder of Harrison County on February 20, 2009 as Instrument #200900924. Said Assignment is attached hereto and made a part hereof by reference as Exhibit "D"

5. That the Note is past due and said Defendants, Brian William Satori and Leslie J. Satori, have defaulted in said payments and have refused to make same current on demand.

Plaintiff is entitled to a foreclosure by reason of the aforesaid default of Defendants, Brian William Satori and Leslie J. Satori.

6. That the Note is justly due and owing from said Defendants, Brian William Satori and Leslie J. Satori, to this Plaintiff, remains wholly unpaid, and that there is due and owing through August 4, 2022, the total amount of Fifty-Seven Thousand Five Hundred Sixty-Eight and 76/100 Dollars (\$57,568.76) plus interest from August 4, 2022, court costs and a reasonable attorney's fee. Said interest charges are accruing according to the terms of the Note.

7. That the lien of said mortgage, Plaintiff's Exhibit "C", is a first, prior and superior lien on the real estate described therein, save and except any valid lien for real estate taxes.

8. Upon the aforesaid defaults, Plaintiff exercised its option under said Note to declare, and hereby does declare, the total principal balance with accrued interest and expenses immediately due and payable.

9. That Defendant, Treasurer of Harrison County, is made a party hereto in that said Defendant holds a lien against Defendants, Brian William Satori and Leslie J. Satori (in rem), for ad valorem taxes, which may be delinquent or become due during this proceeding.

10. That Defendant, Leslie J. Satori, filed for Chapter 7 Bankruptcy Relief, in the Southern District of Indiana, Case number 17-90981-BHL-7 On October 3, 2017, said Defendant received an Order of Discharge. Therefore, Plaintiff seeks only IN REM relief against Leslie J. Satori. A copy of this Order is attached hereto and made a part hereof by reference as Exhibit "E".

11. Pursuant to IC 32-30-10.5-8(a), attached hereto, made a part hereof by reference, and marked as Exhibit "F" is a copy of the pre-suit notice and proof of certified mail evidencing 30 days' notice prior to the filing of this Complaint, said notice being dated July 6, 2022, and mailed to Defendants, Brian William Satori and Leslie J. Satori, on July 6, 2022.

12. Pursuant to IC 32-30-10.5-11(b), "the court...shall serve notice of the availability of a settlement conference under section 8(c) of this chapter." Said Notice is attached hereto and incorporated herein as Exhibit "G".

13. Pursuant to the terms of the note and mortgage, Plaintiff is entitled to recover its reasonable attorneys' fees incurred in this matter. The attorneys of record are not salaried employees, and therefore, Plaintiff is entitled to its reasonable attorneys' fees incurred in litigating this matter.

14. I hereby certify that the foregoing Complaint complies with the requirements of Trial Rule 5(G) with regard to information excluded from the public record under Administrative Rule 9(G).

WHEREFORE, Plaintiff sues and demands judgment as follows against Defendants, Brian William Satori and Leslie J. Satori (in rem), as follows:

1. Against Defendants, Brian William Satori and Leslie J. Satori (in rem), jointly and severally, for the payoff on the Note of Fifty-Seven Thousand Five Hundred Sixty-Eight and 76/100 Dollars (\$57,568.76) and interest accruing after August 4, 2022 at the note rate until judgment, and at the rate of 8% after judgment until paid in full;

2. For court costs in the amount of \$185.00, plus a reasonable attorney's fee, and accruing costs against Defendants, Brian William Satori and Leslie J. Satori (in rem);

3. That its mortgage on said real estate be foreclosed against and as to Defendants herein; that Plaintiff's mortgage be decreed first and superior lien against said real estate, save and except any valid lien for real estate taxes, against the claims and liens of all Defendants herein;
4. That said real estate be ordered sold by the Court to pay and satisfy the Plaintiff's claims as now provided by law. In the event the proceeds of said sale are insufficient to pay the judgment herein, Plaintiff may pursue its deficiency against the other assets of Defendant, Brian William Satori, until the judgment is satisfied in full, and for all other and proper relief.

This 8 day of August, 2022.

/s/Angela L. Thompson  
Angela L. Thompson  
IN Atty. #24458-82  
ANGELA L. THOMPSON, PLLC  
401 Frederica Street  
Building D, Suite 101  
Owensboro, Kentucky 42301  
Phone: 270-215-1112  
Fax: 270-215-5081  
Attorney for Plaintiff

**This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.**

**NOTICE REQUIRED BY STATE LAW**

**Mortgage foreclosure is a complex process. People may approach you about "saving" your home. You should be careful about any such promises. There are government agencies and nonprofit organizations you may contact for helpful information about the foreclosure process. For the name and telephone number of an organization near you, please call the Indiana Housing and Community Development Authority.**

STATE OF INDIANA )                   IN THE HARRISON CIRCUIT COURT  
                       )                   SS: 2022 TERM  
COUNTY OF HARRISON )                   CAUSE NO. \_\_\_\_\_

VANDERBILT MORTGAGE AND FINANCE, INC.                   PLAINTIFF

v.

BRIAN WILLIAM SATORI,  
LESLIE J. SATORI (in rem) and  
TREASURER OF HARRISON COUNTY                   DEFENDANTS

**LIS PENDENS NOTICE**

Notice is hereby given that the Plaintiff in the above entitled cause has filed its complaint against the above-named Defendants to foreclose its real estate mortgages on the following described real estate in the County of Harrison, State of Indiana, to-wit:

A part of the Southwest Quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of the Southwest quarter of said section, thence with the North line of said Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar, this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county road, thence with said county road as follows: South 58' -20' 03" West 26.03 feet, South 45' -20' -05" West 64.32 feet, South 30' -33' -09" West 51.40 feet, South 19' -21' -38" West 51.60 feet, South 13' -15' -15" West 6.60 feet to a railroad spike placed in said road, thence leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, to the point of beginning, containing 1.000 Acres, more or less.

Commonly known as 455 Toler Rd. NW, Corydon, IN 47112

Also includes a 1997 Mobile Home VIN# 137B7055

Parcel No. 31-09-35-300-003.000-007

The above mortgage is recorded as Document Number 200202120 and the Foreclosure suit is on file in the Office of the Clerk of the Harrison Circuit Court under Cause No. \_\_\_\_\_

/s/Angela L. Thompson  
Hon. Angela L. Thompson  
IN Attorney No. 24458-82  
ANGELA L. THOMPSON, PLLC  
401 Frederica Street  
Building D, Suite 101  
Owensboro, KY 42301  
(270) 215-1112  
*Attorney for Plaintiff, Vanderbilt Mortgage and Finance, Inc.*

Filed and recorded this 8th day of August, 2022.

Sherry Brown  
Clerk, Harrison Circuit Court



**STATE OF INDIANA )                   IN THE HARRISON CIRCUIT COURT  
                        ) SS: 2022 TERM  
COUNTY OF HARRISON ) CAUSE NO. 31C01-2208-MF-000041**

**VANDERBILT MORTGAGE AND FINANCE, INC.                   PLAINTIFF**

**v.**

**BRIAN WILLIAM SATORI,  
LESLIE J. SATORI (in rem) and  
TREASURER OF HARRISON COUNTY                   DEFENDANTS**

**DEFAULT JUDGMENT AND  
ENTRY OF DECREE OF FORECLOSURE**

This matter having come before the Court on Plaintiff's Motion for Default Judgment, the Court having reviewed the Motion for Default Judgment and the pleadings in this cause; and being fully advised in the premises now makes the following findings:

1.       That all of the allegations of the Plaintiff's Complaint are true and that there is no material dispute of facts or law and the prayer thereof should be granted.
2.       That the Court has jurisdiction over the subject matter of this action, jurisdiction over the property hereinafter described, and jurisdiction over the persons of the Defendants.
3.       Defendants are not known to be infants or incompetent nor are they in the military service of the United States as shown by facts as stated in the Affidavit filed by Plaintiff.
4.       That on the 10<sup>th</sup> day of January, 2002, Brian William Satori and Leslie J. Satori were the owners, in fee simple, of the following described real estate in Harrison County, Indiana, to-wit:

A part of the Southwest Quarter of Section 35, Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows: Commencing at a railroad spike found at the Northwest corner of the Southwest quarter of said section, thence with the North line of said Southwest quarter, East, basis of bearings this description, 1296.85 feet to a #4 reinforcing bar,

this being the point of beginning, thence continuing East 40.93 feet to a stone found marking the Northeast corner of the Northwest quarter of the Southwest quarter, thence continuing with said North line East 306.90 feet to a railroad spike set in the center of a county road, thence with said county road as follows: South 58' -20' 03" West 26.03 feet, South 45' -20' -05" West 64.32 feet, South 30' -33' -09" West 51.40 feet, South 19' -21' -38" West 51.60 feet, South 13' -15' -15" West 6.60 feet to a railroad spike placed in said road, thence leaving said road West 235.18 feet to a #4 reinforcing bar, thence North 158.25 feet, to the point of beginning, containing 1.000 Acres, more or less.

Commonly known as 455 Toler Rd. NW, Corydon, IN 47112

Also includes a 1997 Mobile Home VIN# 137B7055

Parcel No. 31-09-35-300-003.000-007

5. As previously stated in Plaintiff's Complaint, on January 10, 2002, Defendants, Brian William Satori and Leslie J. Satori, borrowed money from CIT Group/Consumer Finance, Inc., in the sum of \$66,750.00, by way of a Promissory Note. Said Note is in default due to the failure of the maker thereof to make installment payments on said Note as required by its terms.

6. Said Note is secured by a real estate mortgage executed by Defendants, Brian William Satori and Leslie J. Satori, on January 10, 2002, and duly recorded February 21, 2002, in the office of the Recorder of Harrison County, Indiana, as Document Number 200202120, a copy of which is attached to Plaintiff's Complaint.

7. There is an Assignment of Deed of Trust from The CIT Group/Consumer Finance, Inc. to Vanderbilt Mortgage & Finance, Inc. dated February 9, 2009 and recorded February 20, 2009, as Instrument #200900924, in the office of the Recorder of Harrison County, Indiana.

8. Plaintiff has accelerated all sums due and owing under said Note as expressly provided by the terms of said Note.

9. Defendants were each sufficiently served with process.

10. As of August 4, 2022, there is due and owing on said Note to Plaintiff herein, the amount of \$57,568.76, representing principal, interest and late charges. Future interest will accrue at the Note rate after August 4, 2022.

11. Plaintiff has incurred and expects to incur attorneys' fees, which are a portion of the obligation owed under the mortgage, in the amount of \$1,150.00, postage and copy charges in the amount of \$35.71, which charges are reasonable, plus title charges in the amount of \$750.00, plus court costs in the amount of \$185.00, for a total of \$2,120.71.

12. Said Note and mortgage provide that all sums due thereunder are collectible without relief from valuation and appraisement laws.

13. That Plaintiff is entitled to have said mortgage as set forth in its Complaint filed herein foreclosed upon against all of said Defendants and that the lien of Plaintiff is superior to all other liens and claims if there remains any such lien, except the lien of Defendant, Treasurer of Harrison County. The above-described real estate and manufactured home should be sold by the Sheriff of Harrison County, Indiana.

14. In the event the proceeds of said Sheriff's sale are in excess of the lien of Plaintiff as found herein, the excess sums generated from said sale should be paid into the Clerk of this Court for the benefit of those parties lawfully entitled thereto.

15. There is no reason why final judgment should not be entered as to the issues disposed of by this Order.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, Vanderbilt Mortgage and Finance, Inc., have and recover judgment for default from Defendant ,

Brian William Satori and Leslie J. Satori (*in rem*), in the sum of Fifty-Nine Thousand Six Hundred Eighty-Nine and 47/100 Dollars (\$59,689.47), computed as follows:

Principal as of 8/4/22	\$ 54,543.20
Interest through 8/4/22	\$ 3,010.56
Late Charges	\$ 15.00
Title Charges	\$ 750.00
Court Costs/Filing Fees	\$ 185.00
Postage and Copy Charges	\$ 35.71
Attorney Fees	<u>\$ 1,150.00</u>
TOTAL	\$ 59,689.47

\ plus interest which will accrue at the Note rate from August 4, 2022, through the date of judgment, without any relief whatsoever from valuation and appraisement laws, said total judgment to bear interest at the rate of eight (8%) percent per annum from rendition thereof until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff's mortgage on the real estate hereinbefore described and as reformed herein be, and the same is hereby foreclosed against Defendants and all persons claiming from, by, under or through said Defendants and any equity of redemption of said Defendants, and all persons claiming from, by, under or through said Defendants, be, and the same is hereby, forever barred and foreclosed; that said real property and manufactured home, and all right, title and interest in the claim of the said Defendants, and all persons claiming from, by, under or through said Defendants including, but not limited to the Co-Defendants, in and to the same shall be sold by the Sheriff of Harrison County, Indiana, without relief from valuation and appraisement laws, subject to and in accordance with the applicable laws of the State of Indiana, and subject to the provisions hereinafter set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Sheriff of Harrison County, Indiana, sell the above described real estate and manufactured home situated in

Harrison County, State of Indiana, at public auction, subject to unpaid real estate taxes and all subsequent taxes, together with all improvements located thereon, and subject to the provisions hereinafter and hereinbefore set forth, and said tract shall be sold to the person, firm or corporation submitting the highest bid for such tract.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon the expiration of the statutory period of redemption and the execution of the Sheriff of Harrison County, Indiana, of the conveyances of the real estate sold hereunder, not redeemed by the person or persons entitled thereto, Defendants in this action who may be in possession of the real estate and/or manufactured home, or any part thereof, shall, upon demand and exhibition of said deed or deeds, or a copy thereof, forthwith surrender to the holder of said deed/deeds, full and peaceful possession of the real estate and manufactured home. Defendants and any and all persons claiming from, by, through or under them are hereby enjoined from committing waste upon the said mortgaged premises and from doing any act which may impair the value of Plaintiff's security, unless said real property is properly redeemed as provided by law.

~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if Defendants or any persons in possession do not surrender full and peaceful possession of the real estate and manufactured home, then for an order to be issued directing the Sheriff of Harrison County, Indiana, to forthwith enter upon the real estate and/or manufactured home and eject and remove therefrom Defendants, and any of them, who may be in possession of the real estate and/or manufactured home, or any part thereof, or any person, since the commencement of this action, who may have come into possession of the real estate and/or manufactured home, or any part thereof, from under or through any Defendants, or detains the same, or any part thereof, against the party~~

~~possessing the Sheriff's Deed, and directing the Sheriff of Harrison County, Indiana, to put the party having such deed or their assignees, in full, peaceful and quiet possession of the real estate and manufactured home without delay.~~

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that in the event any owner or part owner of said real estate and manufactured home or other person legally entitled thereto does not pay to the Clerk of Harrison County, Indiana, the amount of said judgment, interest and costs, rendered in this cause, prior to the issuance by the Clerk to the Sheriff of said Decree, the said Clerk upon the filing of a Praecept therefore by Plaintiff shall issue a copy of this Judgment or Decree certified by the Clerk under the seal of this Court to the Sheriff of Harrison County, Indiana, who shall thereupon proceed to sell the mortgaged premises heretofore described in this Decree at public auction at any reasonable place stated in the notice of sale after advertising the same once each week for three (3) successive weeks in a daily or weekly newspaper of general circulation printed in the English language and published in Harrison County, Indiana, the first of which publications shall be made at least thirty (30) days before the date of said sale by posting written or printed notices thereof in at least three (3) public places in the Township wherein the real estate is located in said County and State, said sale to be made without relief from valuation and appraisement laws, without any right of redemption therefore, and that immediately after such sale the Sheriff shall execute and deliver to the purchasers a deed of conveyance to the premises which shall be valid and effectual to convey all the right, title and interest of all persons to this action and all persons claiming through or under them and he shall make due report to the Clerk of the Court and the proceeds arising from such sale the Sheriff is ordered and directed to apply in the following manner:

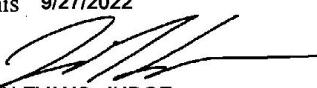
1. To the payment of all costs and accruing costs of this cause; and the overplus sum, if any;
2. To the payment of any and all delinquent and current real estate taxes; and the overplus sum, if any remaining;
3. To the payment of the Plaintiff, Vanderbilt Mortgage and Finance, Inc., in the amount of \$59,689.47, plus interest on said Note at the Note rate from August 4, 2022, through the date of judgment, and at the rate of 8.0% on the total amount after judgment;
4. To be paid by the Sheriff of Harrison County to the Clerk of this Court for the use of the person or persons lawfully authorized to receive the same.

Plaintiff shall have the right to bid for the property offered for sale at the sale on foreclosure, and in the event Plaintiff is the successful bidder, it shall have the right to apply the amount of this Judgment, including all interest accrued, and advances, to the date of sale and costs advanced, or so much thereof as may be required, as a credit toward the purchase price of said property.

Plaintiff has the right to cancel the Sheriff's Sale at any time prior to the scheduled time and date with further order of the Court, by providing notification to the Sheriff of this County or the Sheriff's representative.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff may proceed against Defendant, Brian William Satori, for the deficiency amount and is hereby directed to enter this Judgment as a final judgment.

ORDERED, ADJUDGED AND DECREED on this 9/27/2022

  
7 JOHN EVANS, JUDGE  
HARRISON CIRCUIT COURT

PREPARED BY:

/s/ Angela L. Thompson  
Hon. Angela L. Thompson  
IN Atty. #24458-82  
ANGELA L. THOMPSON, PLLC  
401 Frederica St.  
Building D, Suite 101  
Owensboro, Kentucky 42301  
270-663-1071  
*Attorney for Plaintiff*

DISTRIBUTION:

Hon. Angela L. Thompson  
IN Atty. #24458-82  
ANGELA L. THOMPSON, PLLC  
401 Frederica St.  
Building D, Suite 101  
Owensboro, Kentucky 42301

Brian William Satori  
455 Toler Rd. NW  
Corydon, IN 47112

Leslie J. Satori  
455 Toler Rd. NW  
Corydon, IN 47112

Treasurer of Harrison County  
245 Atwood Street  
Corydon, IN 47112

----- 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.