

RECORDING DOCUMENTS

Indiana Recorders Association – Newly-Elected Officials Training

ALL OR MOST DOCUMENTS

IMPORTANT ELEMENTS:

- STAMP
 - Auditor's "Duly Entered for Taxation" statement, only for deeds and other instruments of transfer
 - Some counties require Auditor's "Filed" stamp on some non-transfer documents
- SIGN
 - Signature of grantor(s)
- SEAL
 - Notarization
- SECURITY (Indiana only)
 - Declaration of SSN redaction
- SCRIBE (Indiana only)
 - "Prepared by" statement, not shown

The transfer of any real property takes place in the Auditor's office. There may be a fee per document or per legal description, payable to the Auditor.

The Assessor may also require a sales disclosure, if significant money changed hands.

The Auditor may want to see certain documents, such as easements, transfer-on-death deeds, or rights-of-way, even though they do not involve a transfer of property.

Names must be typed or printed below signatures.

Almost all documents must be notarized. Exceptions include surveys, military discharge (DD214) forms, and UCC filings.

Likewise, almost all documents that are executed/notarized in Indiana require an affirmation that the preparer has taken reasonable care to redact all Social Security numbers from the document, as well as an identification of the preparer, which must be a person's name, not a company name. These are usually on or about the last page of the main document, although the preparer is sometimes listed on the first page.

DEED

IMPORTANT ELEMENTS:

- Auditor's "Duly Entered for Taxation" stamp
- Grantor(s) name(s) (Seller, Party 1)
- Grantee(s) names(s) (Buyer, Party 2)
- Legal Description
 - By Subdivision Lot or by Metes and Bounds (required)
 - Acreage (optional)
 - State parcel number (optional)
 - Physical address of property (optional)



2018015709 WRR \$25.00
11/21/2018 01:58:23P 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

WARRANTY DEED

THIS INDENTURE WITNESSETH That

Grantor(s) --> Mathew S. Prince and Amanda J. Prince, as husband and wife

Grantor(s), of Monroe County, in the State of Indiana **CONVEYS AND WARRANTS** to

Grantee(s) --> Christopher A. Hubbard and Lacy J. Hubbard, as husband and wife

Grantee(s), of Monroe County, in the State of Indiana, for the sum of \$1.00 and other valuable consideration, the following described real estate in Monroe County, Indiana:

Legal Description --> A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 7 North, Range 2 West, in Monroe County, Indiana, bounded and described as follows; to wit:

Beginning North 0 degrees 03 minutes West 587.40 feet from the Southwest corner of said Section and on an iron pipe on the West line of said Section; thence North 0 degrees 03 minutes West on the said Section line 264 feet to a pipe; thence North 89 degrees 51 minutes East 914.91 feet to a centerline of a County Road; thence on the said centerline South 01 degree 31 minutes East 264.07 feet to a spike; thence leaving the said road South 89 degrees 51 minutes West 921.66 feet to the West line of said Section and to the place of beginning, containing 5.57 acres, more or less.

Acreage

Tax ID No.: 53-10-25-300-005.000-007 <-- **State parcel number**

The address of the real estate described herein is 9400 S. Rockport Rd., Springville, IN 47462.

Physical address of property

Subject to Taxes for the year 2018 payable 2019 and thereafter, and, subject to Covenants, Conditions, Restrictions, and Easements of record.

“Deed” here refers to any instrument of transfer – warranty deed, quit claim deed, sheriff’s deed, affidavit of survivorship, etc.

The first thing to check for is the Auditor’s stamp, which should be on the first page. This indicates that the Auditor has entered the transfer in their books, identifying the new owner(s) as the party(s) responsible for paying property tax.

A deed of transfer must identify the grantor(s), which is the current owner/seller, and the grantee, which is the buyer or party receiving the property.

A legal description of the property must appear in the body of the document or as an attachment. A legal description may be the identification of a lot in a subdivision, or a “metes-and-bounds” description of the boundaries of the property. The description may also include the total area of the property (in acres), a state parcel number (18-digits), and/or the physical address (usually indicated by the phrase “commonly known as...”), but these are not required. “Legal description” is often shortened to “legal.”

DEED

IMPORTANT ELEMENTS (continued):

- SIGN (signature of grantor(s))
- Name(s) of grantor(s) printed beneath signature(s)
- Notarization
- SEAL (Notary Public)
- SECURITY (Declaration of SSN redaction)
- SCRIBE ("Prepared by" statement, not shown)
- Physical mailing address of Grantee(s)

IN WITNESS WHEREOF, Grantor(s) has/have executed this Deed this 19th day of November, 2018.


Mathew S. Prince

Amanda J. Prince

Names printed
beneath signatures

STATE OF Indiana
County OF Monroe

Notarization

Before me, the undersigned, a Notary Public in and for said county and state, do hereby certify that Mathew S. Prince and Amanda J. Prince personally appeared this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19th day of November, 2018.


Notary Public

My Commission Expires: 2/3/2024

(SEAL)



Notary
Seal

Prepared By: Vincent S. Taylor, Attorney At Law

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

Grantee's address (mailing address to which tax statements should be mailed is:
9400 S. Lockport Rd. Springsville, IN 47462

Grantee's address if the above mailing address is not a street address or rural route address:

Affirmation
of redaction

53-62166

"Prepared by"
statement

Grantee's physical
address (for mailing
of tax statements)

As with most documents, a deed must be signed by the grantor(s) in the presence of a Notary Public.

A typical Notary statement and seal are shown here. Notaries Public commissioned after July 1st, 2018, are required to have a stamp/seal that includes these mandatory elements:

- Name of the Notary Public
- Commission number of the NP
- County of operation
- State of operation
- Date of commission expiration (Use this to determine when the NP was commissioned. Commissions are six years in tenure.)
- The word "SEAL"

Typical language of the redaction affirmation is: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law." The name should be printed below the affirmation.

We need to know who prepared the document in case there are problems or questions. This information may also be necessary at a later time, such as in a legal case regarding the chain of title, fraud, etc.

A physical mailing address of the new owner must be included on any deed. This is the address to which tax bills are to be sent, unless a different address is provided. It cannot be a PO box. The statement must substantially include the following information: "The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is [insert proper mailing address]. The mailing address of the grantee is [insert proper mailing address]."

MORTGAGE

IMPORTANT ELEMENTS:

- Document date
- Grantor(s) name(s) (Borrower, Party 1)
- Grantee(s) names(s) (Lender, Party 2)
- Grantee(s) names(s) (Nominee, Party 2, if included)

When recorded, return to:
Indecomm Global Services
Attn: Post Closing
Mail Stop: FD-BV-9902
1260 Energy Lane
St. Paul, MN 55108

Title Order No.: 0532920-18005116

LOAN #: 0064479050

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1010298-0000156437-2
MERS PHONE #: 1-888-679-6377

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **November 15, 2018**, together with all Riders to this document.

(B) "Borrower" is **DANIEL B PIERCY AND VALERIE K. PIERCY, HUSBAND AND WIFE.**

Grantors == Borrowers

Document Date

Borrower is the mortgagor under this Security Instrument. **Grantee (as Nominee)**

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

(D) "Lender" is **Lakewood Loan Servicing, LLC.**

Grantee (as Lender)

Lender is a **Limited Liability Corporation, Delaware,**
Boulevard, MS5-251, Coral Gables, FL 33146.

organized and existing under the laws of
Lender's address is 4425 Ponce De Leon

INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 101
Elie Mae, Inc. Page 1 of 10

Initials: *DBP VLP*
RECEIVED 1018

Mortgages are always dated, and you will usually find the date near the top of the first page.

The borrower is the grantor, the lender is the grantee. This may seem backwards if you are used to phrases like "I got a mortgage." But the mortgage is not the same as the associated loan. You are giving (granting) the lender certain interest in your property in exchange for a loan of money. That conveyance of interest is the mortgage.

There may be a nominee associated with the lender. The nominee is also a grantee, as this is the party to whom you are giving the mortgage to hold for the lender.

MORTGAGE

IMPORTANT ELEMENTS:

- Dollar amount of mortgage loan
 - Usually on page 1 or 2.
 - Sometimes this can be buried on a later page.
- Legal Description
 - For mortgages, the Legal Description is often referenced as an attachment at or near the end of the document. Make sure it is there before recording!

LOAN #: 066447000

(E) "Note" means the promissory note signed by Borrower and dated November 16, 2016. The Note states that Borrower owes Lender TWO HUNDRED EIGHT THOUSAND AND NO/100TH \$208,000.00 plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than December 1, 2033.

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

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

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

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

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

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

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

(L) "Insurance Rates" means those terms that are described in Section 3.

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2001 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Lender does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purposes of this Security Instrument, Borrower does hereby mortgage, grant and convey (to MERS) solely as nominee for Lender and Lender's successors and assigns, and to the successors and assigns of MERS, the following described property located in the County of _____, State of _____, to wit:

Name of financing institution:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 52-04-19-011-017-000-011
Green referenced as an attachment

Legal Description

_____ which currently has the address of 4435 W Silverthorne Street, Bloomington, Indiana 47404 (Street Address) (City/State)

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

REGINA - Single Family - Finance MaxProduce Max UNIFORM INSTRUMENT Form 3016 1/01
This Note No. _____ Page 2 of 2
1/16/2016 11:32 AM PST

Every mortgage will have an amount. Usually that is specified on the first or second page, but in some cases it is buried more deeply in the text, and you will have to look for it.

As with a deed, a mortgage must include the legal description of the property that is being mortgaged. It may be included in the body of the mortgage text, or as an attachment.

An attached legal description can be in the form of an older deed to the same property, as long as that legal description has not changed. The body of the document will say something like "See exhibit A, attached." The deed is appended to the end of the document and marked "Exhibit A" at the top.

MORTGAGE

LOAN #: 006479050

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

Witnesses:

Names printed below signatures: DANIEL B. PIERCY, VALERIE K. PIERCY

DATE: 11/15/13

Affirmation of redaction
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.

"Prepared by" statement
THIS DOCUMENT WAS PREPARED BY: *Jenna Louise Williams*
LAKEVIEW LOAN SERVICING, LLC
4425 PONCE DE LEON BOULEVARD, MS5-251
CORAL GABLES, FL 33146

• Affirmation of redaction
• "Prepared by" statement

• Names printed below signatures
• Notarization
• Note that "SS" in the jurat stands for "scilicet" ("namely"), NOT "Social Security number"
• Legal Description

State of INDIANA
County of MONROE SS ← Jurat: Does not mean "Social Security number"

Before me the undersigned, a Notary Public for Monroe County, State of Indiana, personally appeared DANIEL B. PIERCY and VALERIE K. PIERCY, (name of signers), and acknowledged the execution of this instrument this 15th day of NOVEMBER, 2013.

My commission expires: 11-29-19
County of residence: Monroe

Notarization

REBECCA J. VADOS
Notary Public - State of Indiana
Commission Number 031172
My Commission Expires Nov. 28, 2019

Legal Description
EXHIBIT A
Legal Description
OS3290-18005116

The land hereinafter referred to is situated in the City of Bloomington, County of Monroe, State of IN, and is described as follows:
Lot Number 29 in the Arbors at Woodgate, a subdivision in Monroe County, Indiana, as per plat thereof, recorded in plat Cabinet C, Envelope 68, and modified in Miscellaneous Record 221, Pages 122-124, in the Office of the Recorder of Monroe County Indiana.
Being the same property conveyed from Gary C. Allen and Liz Allen, husband and wife to Daniel B. Piercy and Valerie K. Piercy, husband and wife by deed dated December 30, 2013 and recorded January 3, 2014 as Instrument Number 2014000145, of official records.
APN: 53-04-13-201-017.000-011

As always, the redaction affirmation and preparer information are required, and names must be printed below signatures.

A "jurat" is a statement on a document of when, where, and before whom that document has been executed.

Jurats often include the abbreviation "SS:". This stands for "scilicet," meaning "namely." It does not mean "Social Security," and if a SSN is included, it must be removed by, or with explicit permission from, the submitter before recording.

MORTGAGE MODIFICATION

2018015760 MTG MOD \$25.00
11/28/2018 10:35:19R 4 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

MODIFICATION TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

- Requires a cross-reference to original Mortgage
 - May be an instrument number
 - Or may be a Book and Page reference
- All other required elements:
 - Grantor (Borrower)
 - Grantee (Lender)
 - Notarization
 - "Prepared by" statement
 - Affirmation of redaction
 - Signatures of Grantor(s) and Grantee(s) with names printed beneath
- May include a Legal Description

This Modification to Real Estate Mortgage and Security Agreement (the "Modification"), is made and entered into on the 20th day of November, 2018, by and between William Gedig and Teresa Gedig, Husband and Wife, ("Mortgagor"), and THE PEOPLES STATE BANK ("Mortgagee"), a financial institution chartered in the State of Indiana and having a main banking office located at 601 East Temperance Street, PO Box 128, Ellettsville, Indiana.

Whereas, on the 23rd day of February, 1999, Mortgagor executed and delivered to Mortgagee a Real Estate Mortgage and Security Agreement (the "Mortgage"). Said Mortgage was recorded on the 25th day of February, 1999, as Instrument No. 903785, Book A1007, Pages 379-384, in the Office of the Recorder of Monroe County, Indiana. Said Mortgage encumbers the real estate described in the legal description attached hereto as Exhibit A and referred to in said Mortgage as the "Property" or the "Mortgaged Property";

Cross reference to original mortgage

Whereas, the Mortgage secures All Debts of William Gedig and Teresa Gedig up to a Maximum Obligation of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00); and

Whereas, the Mortgage was originally granted in conjunction with Mortgagor's execution of a certain Promissory Note to William Gedig and Teresa Gedig, No. 2874 in the principal sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00); and

Whereas, a new Promissory Note in the names of William Gedig and Teresa Gedig, No. 3901219010 in the principal sum of Eighty Nine Thousand Five Hundred Twenty Two and 04/100 Dollars (\$89,522.04) will also be secured by the Mortgage.

For value received, Mortgagor and Mortgagee desire and agree to amend the Mortgage as follows:

1. Wherever reference is made in the Mortgage to the "Secured Debts" or words of similar effect, said reference shall mean all debts of William Gedig and Teresa Gedig.

2. Wherever reference is made in the Mortgage to "Maturity Date" or words of similar effect, said date shall be the 20th day of March, 202025.

Introducing... cross-references! Documents that refer to previously recorded documents often may or must include a cross-reference to that document, either by instrument number or book & page, or both.

The usual elements are required. A mortgage modification may include a legal description. If it does, that should be indexed, but do not chase down the original mortgage to copy the legal if it is not present on the modification. It may also include the original loan principal amount and/or a new principal. If both are present, index the new principal. Otherwise, do not index any amount.

RELEASE OF MORTGAGE

- Requires a cross-reference to original Mortgage
 - May be an instrument number
 - Or may be a Book and Page reference
- All other required elements:
 - Grantor (Lender)
 - Grantee (Borrower)
 - Notarization
 - "Prepared by" statement
 - Affirmation of redaction
 - Signature of Grantor (Lender's agent) with names printed beneath
- Usually does not include a Legal Description
 - A partial release that removes one or more parcels from a lien requires a Legal Description.

Record & Return To:
CSC
P.O. BOX 3068
Tallahassee, FL 32315
806-927-9801

2018015722 REL \$25.00
11/28/2018 8:06 AM 1 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

Prepared by: Pooja Narayana

JV, Monroe



REF155130571 S595937SAT

SATISFACTION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, JPMorgan Chase Bank, N.A., 10 S. Dearborn St, Chicago, IL, 60603, does hereby acknowledge that a certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT, by Linda F. Jackson, of legal age (collectively the "Borrower") is hereby RELEASED AND SATISFIED and the real estate described therein is fully released as described below:

Instrument **2019008742** in Monroe County, IN

Cross-reference to original mortgage

The party executing this instrument is the present holder of the document described herein.
IN WITNESS WHEREOF, this instrument was executed and delivered by the undersigned on 11/19/2018.

JPMorgan Chase Bank, N.A.

By: 
Name: Takiyah Chin
Title: Associate, Operations Manager

State of Illinois
County of Cook

On 11/19/2018 before me, Santiago Solis III, Notary Public, personally appeared Takiyah Chin, Associate, Operations Manager of JPMorgan Chase Bank, N.A., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public: Santiago Solis III
My commission expires: 08/09/2022



When a loan is paid off, the lender or agent should issue a release of the mortgage. A cross-reference to that mortgage is required. This clears the chain of title for purposes of that mortgage, as a title abstractor will be able to find the release linked from the mortgage.

The usual elements are required. The parties' sides are switched, because now the lender is granting the interest in the property back to the borrower. Include only the party who is executing the document as a grantor, unless the signature line specifies another party to which the releasing party is a nominee, trustee, successor, etc.

A release rarely will include a legal description. However, a partial release that only frees a portion of the subject property from the mortgage must include a legal description of the portion to be released. (For example, if multiple adjacent or proximate parcels are mortgaged, the lender may release one or more, but not all, of those parcels.)

Similarly, a partial release may release one or more, but not all, parties from their debt obligation. Only the released parties are to be indexed as grantees.

ASSIGNMENT OF MORTGAGE

Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

2018015732 ASGN \$25.00
11/26/2018 08:11:09AM 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Loan No: 2310971
Svr Ln No: 187088

Space above for Recorder's use



7536366

Current Lender

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION the sufficiency of which is hereby acknowledged, the undersigned, SRMOF II 2012-I TRUST, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, whose address is 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042, (ASSIGNOR), does hereby grant, assign and transfer to WILMINGTON SAVINGS FUND SOCIETY, FSB D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS CERTIFICATE TRUSTEE FOR NNEL TRUST SERIES 2012-I, whose address is 500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein, with all interest, dividends, and any rights due or to become due thereon.

Date of Mortgage: 5/5/2008 New Lender

Original Loan Amount: \$91,603.00

Executed by (Borrower(s)): DONNA M BROWN & ROGER D BROWN Borrower(s)

Original Lender: JPMORGAN CHASE BANK, N.A.

Filed of Record: In Mortgage Book 7 Liber/Volume N/A, Page N/A.

Document/Instrument No: 2008007937 in the Recording District of MONROE, IN, Recorded on 5/14/2008.

Cross-reference to original mortgage

Property more commonly described as: 1955 W POPCORN RD, BLOOMINGTON, INDIANA 47403

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 10-30-2018

SRMOF II 2012-I TRUST, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, BY SELENE FINANCE, LP ITS ATTORNEY-IN-FACT

By: Donna Brammer
Title: Vice President

New Lender: Patil
Witness Name: VAISHALI PATEL

- Requires a cross-reference to original Mortgage
 - May be an instrument number
 - Or may be a Book and Page reference
- All other required elements:
 - Grantor (Borrower, if named on document)
 - Grantor (Current Lender)
 - Grantee (New Lender)
 - Notarization
 - "Prepared by" statement
 - Affirmation of redaction
 - Signature of Grantor (Lender's agent) with names printed beneath
- Usually does not include a Legal Description
- These (and other documents that involve Lenders) can get "busy" when there are Trustees and DBAs listed. Take your time, and don't panic!

Sometimes a lender will sell their interest in a property to a different lender, who will then receive the loan payments. This can happen multiple times to the same mortgage.

As with a release or modification, an assignment requires a cross-reference to the original mortgage. Only the original mortgage should be cross-referenced – all assignments will be discoverable by looking at the cross-references in the original.

In this case, the borrower and current lender are to be listed as grantors, and the new lender/mortgage holder is the grantee. All the other usual elements are required as well. A legal description is usually not included.

Assignments can be a little overwhelming at first, especially if they have been assigned previously and all the previous mortgage holders are listed out. You only need to include the borrower and the current and new lenders as parties. Take your time with these, as they can be easy to mis-index, but don't panic!

UCC (FINANCING STATEMENT)

- Borrower (Party 1)
- Lender (Party 2)
- May have Legal Description
- No notarization, affirmation of redaction, "Prepared by" statement
- Amendment
 - Termination
 - Continuation
 - Assignment
 - Requires cross-reference

UCC filings (or “fixture filings”) are strange ducks, with their own Chapters in the Indiana Code, their own requirements (minimal), and their own fee structure (\$6 for a 1- or 2-page document, \$10 for 3 or more pages). They represent loans for the various fixtures within a structure, such as hardware, lighting, etc. Those fixtures are usually not specified, and neither is the amount of the loan.

As with any loan document, the borrower is the grantor (party 1) and the lender is the grantee (party 2).

They may include a legal description, based on certain conditions. They do not require notarization, redaction affirmation, preparer, or even any dates or signatures. There is often no more information to index than the parties. The document date is simply the date of recording.

An amendment to a UCC filing can be a termination (release), a continuation, or an assignment to another lender. Amendments require a cross-ref to the original filing.

UCC filings typically expire (or “lapse”) automatically after five years. A continuation extends a filing for five years from the time of filing of the amendment.

UCCs are retained on paper in the Recorder’s office, and have a retention period of six years after termination or lapse.

POWER OF ATTORNEY

2018015122 POR \$25.00
11/08/2018 02:06:38P 3 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

Grantor

POWER OF ATTORNEY LIMITED TO REAL ESTATE TRANSACTIONS

KNOW ALL MEN BY THESE PRESENTS, that Karen M. Thursby, of Monroe County, in the State of IN, hereby make, constitute, and appoint Dax W. Collins, of Monroe County, in the State of Indiana, my true and lawful attorney-in-fact for me and my name, place and stead, giving and granting to Dax W. Collins full power and authority to do and perform the following acts:

Grantee

To purchase, sell, mortgage, convey, transfer or lease any interest which I now have or may acquire in the following described real estate located in Monroe County Indiana.

See Exhibit A attached hereto for Legal Description
Legal Description may not be present

And to do any and all other acts necessary and incident thereto. I hereby ratify and confirm all that my said attorney-in-fact shall do by virtue hereof.

This Power of Attorney shall continue in full force and effect until the transaction for which this Power of Attorney was executed has been completed or until a revocation hereof has been executed and recorded in the Office of the Recorder for Monroe County, Indiana.

- All required elements:
 - Grantor (Subject)
 - Grantee (Attorney-in-fact)
 - Notarization (not shown)
 - "Prepared by" statement (not shown)
 - Affirmation of redaction (not shown)
 - Signature of Grantor with name printed beneath (not shown)
- May include a Legal Description
- If accompanied by another document signed by the attorney-in-fact, record the POA first.

Exhibit A
Attached to and forming a part of
Power of Attorney
from Karen M. Thursby to Dax W. Collins

Lot Number 15 in Whitethorn at Willow Creek, Phase I, as shown by the plat thereof recorded in Plat Cabinet C, Envelope 61, in the Office of the Recorder of Monroe County, Indiana.

Commonly known as:
717 W. Whitethorn Way, Bloomington, IN 47403

A Power of Attorney (POA) grants signature authority from one person or agency to another, for general or specific purposes. We do not need to worry about whether a POA is general, limited, durable, or whatever else. They are all POAs to us.

The person granting signature authority is the grantor. The person being designated as the "attorney in fact" is the grantee.

A POA that is limited to certain real estate transactions will usually include one or more legal descriptions of the subject property(s).

All the usual elements are required.

If a deed or other instrument, signed by an attorney-in-fact, accompanies the POA for recording, the **POA must be recorded first**, and then cross-referenced by the document(s) signed by the AIF.

FIRM OR PARTNERSHIP (DOING BUSINESS AS – DBA)

- Required elements:
 - Grantor (Proprietor or Partners, and their addresses)
 - Grantee (Business Name)
 - Notarization
 - "Prepared by" statement
 - Affirmation of redaction
 - Signature of Proprietor or Partners
- Dissolution or change of business name requires cross-reference to original DBA record.

2018015766 FIRM \$25.00
11/26/2018 10:41:33A 1 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

CERTIFICATE OF ASSUMED BUSINESS NAME

STATE OF INDIANA, COUNTY OF Monroe

NAME OF BUSINESS: Elliott Home Services Business Name (Party 2)

NATURE OF BUSINESS: Home Inspection services

ADDRESS OF BUSINESS: 3599 Cardinal Dr, Nashville, IN 47448

PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

<u>Daniel Elliott</u> Name	AT <u>3599 Cardinal Dr, Nashville, IN 47448</u> Address
<u>Anne Elliott</u> Name	AT <u>3599 Cardinal Dr Nashville, IN 47448</u> Address

Individual Name(s) (Party 1)

SECTION TO BE COMPLETED IN THE PRESENCE OF NOTARY PUBLIC

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

Daniel Elliott Owner
Member's Signature Printed Name Capacity

[Signature] Notarization
Signature of Notary My Commission Expires April 04, 2025
(Notarized Only)

BRIANNE MICHELLE GREGORY
Notary Public, State of Indiana
Monroe County
Commission #888808
My Commission Expires
April 04, 2025

Prepared by: Daniel Elliott

Redaction NE

DBAs are mostly required by banks for purposes of opening an account under the assumed business name.

The proprietor or partners is/are the grantor(s). We need their addresses. The business name is the grantee.

They must be signed by all partners, notarized, and include the affirmation of redaction and name of the preparer, which is usually the proprietor.

MECHANIC'S LIEN

- Required elements:
 - Grantor (Owner/Debtor)
 - Grantee (Mechanic/Creditor)
 - Amount owed
 - Legal Description
 - Signature of Mechanic/Creditor
 - Notarization
 - "Prepared by" statement
 - Affirmation of redaction
 - May include invoices and other supporting material.
- Mail one copy first-class to debtor within three days. Additional mailings are \$2 each.

SWORN STATEMENT OF INTENTION TO HOLD LIEN
(NOTICE OF MECHANIC'S LIEN)

Owner/Debtor
To: GRADUATE BLOOMINGTON OWNER LLC
133 N JEFFERSON STREET, 4TH FLOOR
CHICAGO, IL 60661

2018015630 MEC LIEN \$25.00
11/20/2018 18:32:40 1 PGS
Eric Schmitt
Monroe County Recorder IN
Recorded as Presented

State of Indiana, County of Monroe ss:
The undersigned being first duly sworn, makes this sworn statement of intention to hold a lien upon the property described below and says that:
1. The undersigned Minh C. Wai, as counsel for Sofco Erectors, Inc., provides notice of its intent to hold a lien on land legally described as follows: **Mechanic/Creditor**
Graduate Bloomington Hotel, 210 E. Kirkwood Avenue, Bloomington IN 47408
Commonly known as: 013-20460-00 Original Plat Lots 117, 118 & 119 & Vacated Alley
Parcel No.: 53-05-33-310-229.000.005 **Legal Description**

As well as on all buildings, other structures, and/or improvements located thereon or connected therewith for work and labor done and/or materials and machinery furnished by the undersigned in the erection, construction, altering, repairing, and removing of said buildings, structures and/or improvements. **Amount owed**

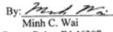
2. The amount claimed under this Statement is \$208,370.60 (Two Hundred Eight Thousand Three Hundred Seventy Dollars and Sixty Cents). The work and labor were last done, and materials and machinery were furnished by Sofco Erectors, Inc. on August 22, 2018.

By: 
Minh C. Wai, Attorney for Sofco

State of Indiana, County of Lake ss:
Before me, a Notary Public, in and for said County and State, personally appeared Minh C. Wai, Attorney for Sofco Erectors, Inc., and acknowledged the execution of the **Intention to Hold Mechanics Lien**.
Witnesseth my hand and seal this 16th day of November, 2018.

My commission expires _____
County of Residence: _____

A duplicate of this notice, was mailed by first class mail, postage prepaid, to the property owner: Graduate Bloomington Hotel LLC, 133 N. Jefferson Street, 4th Floor, Chicago, IL 60661
By the Recorder of Monroe County, Indiana

This instrument was prepared by Minh C. Wai, Attorney, Resident of Lake County, Indiana. I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
By: 
Minh C. Wai

Return original to: Minh C. Wai, 9801 Connecticut Drive, Crown Point, IN 46307.

What we call a Mechanic's Lien is really a letter/statement of intent to file a lien for work performed or materials provided but not paid for.

Like any other lien, the property owner is the grantor, and the person or company who did the work and/or supplied materials (the "mechanic") is the grantee.

These require all the usual elements, as well as the amount owed and a legal description of the property on which the work was performed. They may also include supporting materials, such as invoices and bills of sale.

We are required to mail a copy of the letter/statement to the property owner, as well as returning the original to the submitter. This is a first class mailing and must be done within three business days. If it is to be mailed to additional owners at other addresses, then a \$2 fee applies for each additional mailing.

Note that the mechanic's lien is always filed against the property owner, even if the "mechanic" was hired by a contractor who was paid by the owner but did not pay the "mechanic."

RESOURCES

Where to get answers to your questions!

- Indiana Recordors' Manual and Desktop Reference
- Frequently Used Indiana Codes
- Your District Vice-President or Education Committee member
- Your Association's Executive Committee
- Veteran Recordors
- Frequently Asked Questions (FAQ, in development)
 - <http://indianarecordors.org>