

INDOT

Abstracting
Document

9DSE9

Scan Key	377725
LA Code	3777
Parcel No.	25
Owner	LADIKA, FREDDIE L.

TITLE AND ENCUMBRANCE REPORT

Indiana Department of Transportation
Division of Land Acquisition

Code: 3777 Parcel: **25** County: Vigo Pol Twp.: Honey Creek
 Project: STP-291-1 Road: SR641 Des. No.: **9138220**
 Name on Plans: Paul Fred Ladika

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Values		Key Number
					Land	Improve.	
In S Prt NW SW	13	11	9	25.580	7470	21470	(02) 09-13-300-003

LAST OWNER OF RECORD

Name: Freddie L. Ladika
 Address: 5837 McDaniel Rd, Terre Haute, IN 47802
 Title Acquired By: Deed Record 442 Page 1366

MORTGAGE RECORD

Mortgage Record: s-20 Page: 1621 Amount: \$95,000.00 Dated: April 21, 1997
 Mortgagor: Freddie L. Ladika
 Mortgagee: Terre Haute First National Bank

Judgments: Cause No. 84E05-9904-SC-2012 -Pending Easements:
 Taxes: Spring \$931.39 Taxes are current. Spring paid 5/6/99
 Fall \$931.39

CERTIFICATE

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.

DATED: May 3, 1999 SIGNED: Robert G. Kendall
 Robert G. Kendall

Submitted to Engineering: _____ Abstracter

Title Search

OFFICE NUMBER: 184599

DATE: May 3, 1999

SINCE: May 13, 1970

NAME: Freddie L. Ladika

DESCRIPTION:

All that part of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal.

Except a strip 10 feet in width off the West side thereof.

Also Except, commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road, South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 36 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distance; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 15 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

1. TAXES FOR 1998 PAYABLE IN 1999

Taxing Unit: Honey Creek
In Name Of: Freddie L Ladika
Description: In S Prt NW SW 13-11-9 25.580 AC
Parcel No.: (02) 09-13-300-003
Assessed Values: Land: \$7470.00
Improvements: \$21470.00
Exemptions: \$3000.00 Hmstd & Mtg
Spring Installment: \$931.39 paid 5/6/99
Fall Installment: \$931.39 unpaid

Taxes, exemptions and assessments for 1999 payable 2000, and any recharges for prior years are liens, but the duplicates are not yet in the Treasurer's Office. See Treasurer's Office for amounts due.

NOTE: The parcel numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

2. Warranty Deed from Paul Ladika and Virginia F. Ladika, his wife to Paul Ladika and Virginia F. Ladika, husband and wife, dated May 2, 1970 and recorded May 14, 1970 in Deed Record 350 Page 662, (Copy Attached)
3. Warranty Deed from Paul Ladika and Virginia F. Ladika, husband and wife to Paul Fred Ladika, dated November 18, 1980 and recorded November 18, 1980 in Deed Record 384 Page 678, (Copy Attached)
4. Certificate of Compliance, dated August 1982 and recorded August 24, 1982 in Miscellaneous Record 187 Page 284, (Copy Attached)
5. Warranty Deed from Paul Fred Ladika to Jack L. Johnson and Tola D. Johnson, husband and wife, dated August 30, 1982 and recorded September 9, 1982 in Deed Record 391 Page 227, (Copy Attached) - FOR REFERENCE
6. Mortgage for \$10,600.00 from Paul Fred Ladika to Commercial Credit Corporation, dated October 21, 1983 and recorded October 21, 1983 in Mortgage Record C-19 Page 683, (Copy Attached)
7. Mortgage for \$40,000.00 from Paul Fred Ladika to Terre Haute First National Bank, dated March 16, 1987 and recorded March 18, 1987 in Mortgage Record O-19 Page 439; (Copy Attached)
8. Satisfaction of Mortgage Record C-19 Page 683, dated March 20, 1987 and recorded April 16, 1987 in Release-Assign. Record 36 Page 160, (Copy Attached)
9. Mortgage Deed for \$75,000.00 from Paul F. Ladika to American Bankers Ins. Co., dated May 2, 1987 and recorded May 6, 1987 in Mortgage Record P-19 Page 110, (Copy Attached)
10. Satisfaction of Mortgage Record P-19 Page 110, dated November 8, 1990 and recorded March 12, 1991 in Release-Assign. Record 53 Page 292, (Copy Attached)
11. Release of Mortgage Record O-19 Page 439, dated January 20, 1995 and recorded January 26, 1995 in Release-Assign. Record 71 Page 354, (Copy Attached)
12. Warranty Deed from Paul Fred Ladika to Freddie L. Ladika, dated April 21, 1997 and recorded April 23, 1997 in Deed Record 442 Page 1366, (Copy Attached)

13. Mortgage for \$95,000.00 from Freddie L. Ladika to Terre Haute First National Bank, dated April 21, 1997 and recorded April 23, 1997 in Mortgage Record S-20 Page 1621, (Copy Attached)
14. Vigo County Court Division 5, Cause No. 84E05-9904-SC-2012, Advanced Recovery Services vs Freddie Ladika, Dawn Ladika, Filed April 6, 1999 - Pending:

EXAMINATION FOR JUDGMENTS ETC. MADE AGAINST THE FOLLOWING:

<u>Name</u>	<u>From</u>	<u>To</u>	<u>FINDINGS</u>
Paul Fred Ladika	5/2/89	4/24/97	None
Freddie L. Ladika	5/2/89	5/3/99	See Above

The undersigned hereby certifies that the above accurately reflects all changes or recorded encumbrances upon the title to described real estate from the SINCE DATE shown above to and that all instruments noted are regular unless otherwise shown or attached.

Vigo-Wade Abstract and Title Company

Robert G. Kendall
Robert G. Kendall, President

359/662

175-95-2756

662

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Paul Ladika and Virginia F. Ladika, his wife

of Vigo County, in the State of Indiana
Grant and Warranty to Paul Ladika and Virginia F. Ladika, husband and wife

of Vigo County, in the State of Indiana, for and in consideration
of One Dollar (\$1.00) and to create tenancy by the entirety
the receipt whereof is hereby acknowledged, the following described Real Estate in Vigo County
in the State of Indiana, to-wit:

All that part of the northwest quarter of the southwest quarter of
section thirteen (13) township eleven (11) North of range nine (9)
West, lying south of the line of the Old Wabash and Erie Canal,
except ten (10) feet in width off the west side thereof.

IN WITNESS WHEREOF, the said grantor(s)
have caused their names and seals to be hereunto affixed this 2nd day of May 19 70.
Paul Ladika (Seal) Virginia F. Ladika (Seal)
Paul Ladika (Seal) Virginia F. Ladika (Seal)
(Seal) (Seal)
(Seal) (Seal)

Notary Seal STATE OF INDIANA Vigo County, ss. Corporate Seal
Before me, the undersigned, a Notary Public in and for said County and State
this 2nd day of May, 19 70
personally appeared
Paul Ladika and Virginia F. Ladika, his wife
and acknowledged the execution of the foregoing deed
Samuel C. McQueen Notary Public
My Commission expires 11/28/72

Auditor Stamp
ONLY ENTERED FOR TAXATION
May 14 19 70
Paul F. Armstrong
Auditor Vigo County

Recorder Stamp
REAL ESTATE TRANSFER
VALUATION AFFIDAVIT FILED
Paul F. Armstrong
AUDITOR VIGO COUNTY

RECEIVED FOR RECORD THE
14 DAY OF May 1970
AT 9 O'CLOCK A.M.
WILLIAM B. COX, RECORDER

The Document prepared by Samuel C. McQueen, Attorney-at-law.

85-263 9545

678

384/678

DULY ENTERED FOR TAXATION

Nov 18 1980
Frank G. Walker
Auditor Vigo County

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Paul Ladika and Virginia F. Ladika, husband and wife, ("Grantors"), of Vigo County, in the State of Indiana, CONVEY(S) AND WARRANT(S) to Paul Fred Ladika of Vigo County, in the State of Indiana, for the sum of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana.

All that part of the Northwest quarter of the Southwest quarter of Section Thirteen (13), Township Eleven (11) North of Range Nine (9) West, lying South of the line of the Old Wabash and Erie Canal, except Ten feet in width off the West side thereof.

IN WITNESS WHEREOF, Grantor has executed this deed this 18th day of Nov., 1980.

Paul F. Ladika
Paul Ladika

Virginia F. Ladika
Virginia F. Ladika

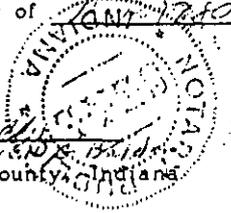
STATE OF INDIANA)
COUNTY OF VIGO) SS

Before me, a Notary Public in and for said County and State, personally appeared Paul Ladika and Virginia F. Ladika, husband and wife, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of Nov 1980, 1980.

My Commission Expires:
May 27 1983

William R. Everett
Notary Public
Residing in Vigo County, Indiana



This instrument was prepared by W.R. Everett
Warren R. Everett

Return to _____

RECEIVED FOR RECORD THE
18 DAY OF Nov 19 80
AT 1 O'CLOCK P.M.
RECORD 284 PAGE 678
WILLIAM BRAMBLE, RECORDER

PURPOSE: THE PURPOSE OF THIS INSTRUMENT IS TO RELEASE TO THE OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO CERTIFY THAT I HAVE PAID OFF AND DO HEREBY PAY OFF SAID REAL ESTATE IN ACCORDANCE WITH THE SAID LEGAL DESCRIPTION.

WE, THE UNDERSIGNED, Paul Fred Pacika OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO CERTIFY THAT I HAVE PAID OFF AND DO HEREBY PAY OFF SAID REAL ESTATE IN ACCORDANCE WITH THE SAID LEGAL DESCRIPTION.

WITNESS OUR HANDS AND SEALS THIS 6th DAY OF August 1982

STATE OF INDIANA, COUNTY OF VIGO, SS. BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Paul Fred Pacika AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 6th DAY OF August 1982

James O. McDonald
 NOTARY PUBLIC (PRINT)
 MY COMMISSION EXPIRES 10/5/84

James O. McDonald
 NOTARY PUBLIC SIGNATURE
 RESIDING IN Vigo COUNTY

William T. Crowley HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON August 9, 1982 THAT ALL THE MONUMENTS OR MARKERS SHOWN THEREON ACTUALLY EXIST AND THAT THEIR LOCATION, SIZE, TYPE OF MATERIAL ARE ACCURATELY SHOWN.

LEGAL DESCRIPTION: INCLUDE NET ACREAGE - GROSS ACREAGE MINUS RIGHT-OF-WAY (USE ADDITIONAL SHEETS IF NECESSARY)

PARCEL #1: See Attached Sheet

PARCEL #2: See Attached Sheet

I DO HEREBY CERTIFY THAT THE PARCELS HEREIN DESCRIBED COMPLETELY WITH CHAPTER THREE OF THE SUBDIVISION CONTROL ORDINANCE FOR THE VIGO COUNTY AREA, ADOPTED APRIL 14, 1981.

Gerald A. Brett August 24, 1982
 GERALD A. BRETT, EXECUTIVE DIRECTOR
 AREA PLANNING DEPARTMENT
 THIS INSTRUMENT IS VOID IF NOT RECORDED WITHIN 30 DAYS

TAXATION: DULY ENTERED FOR TAXATION THIS 24 DAY OF Aug 1982 \$7.00

VIGO COUNTY AUDITOR: Wm Paul Newson

RECORDING: Wm Paul Newson

RECEIVED FOR RECORD THIS 24 DAY OF August 1982 BY 3 CLERK

RECORDED IN MISC. BOOK 187 PAGE 284 VIGO COUNTY RECORDED Wm Newson

<p>NOTARY SEAL</p>		<p>87-178-556</p>  <p><u>William T. Crowley</u></p>
--------------------	---	---

W.T. CROWLEY JR. & ASSOCS.
 1111 S. W. 11th St., Indianapolis, IN 46202

NOTARY SEAL

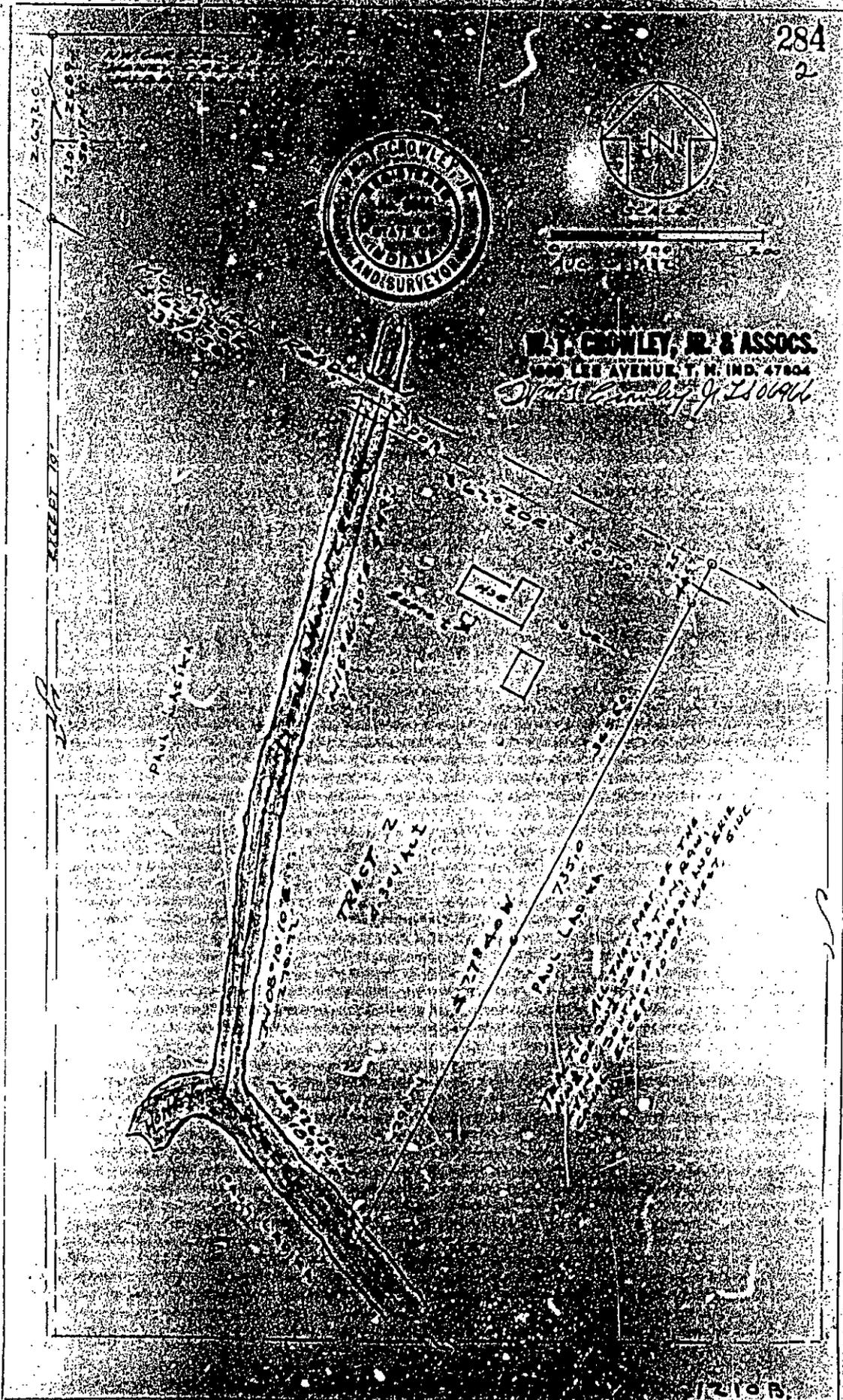
BOINI



W. T. CROWLEY, JR. & ASSOCS.

1000 LEE AVENUE, T. H. IND. 47804

Survey completed 9/25/66



TRACT 1

All that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 11 North, Range 9 West, lying South of the line of the Old Hoban, and the canal, except ten feet in width off the West side thereof.

TRACT 2

Commencing at the Northwest corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana; thence South along and with the West line said Section 13 2672.0 feet to the centerline of the McDaniel Road; South 62 degrees 20 minutes East along and with centerline said road 356.50 feet to the centerline of Little Honey Creek, the Place of Beginning; thence South 62 degrees 20 minutes East along and with centerline said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the centerline Honey Creek; North 39 degrees 26 minutes 36 seconds West along centerline Honey Creek, 189.57 feet to the centerline Little Honey Creek; thence along centerline said creek the next two courses and distances: North 08 degrees 10 minutes 10 seconds East 270.72 feet; North 15 degrees 46 minutes 30 seconds East 414.97 feet to the Place of Beginning, and containing 4.304 acres more or less.

Subject to an easement 25 feet wide off the North side for public road.

SSOCS

D. 47804

1966

WM. T. CROWLEY, JR. & ASSOCIATES
1560 LEE AVENUE
TERRE HAUTE, INDIANA 47804
AUGUST 6, 1982
PRINT NO. 12106

RECORDED
INDEXED
AUG 10 1982
RECORDS & COMMUNICATIONS
WILLIAM HARRIS, RECORDER

206

707 REC.

241/2a7

226

87-189-6299

227

day of
Book
County

Form 6-82
Duly certified for duration of
day of
Auditor

Notary Public
Notary Public
Notary Public

Warranty Deed

This Indenture Witnesseth That **PAUL FRED LADIK**

of **Vigo** County, in the State of **Indiana**

JACK L. JOHNSON and TOLA D. JOHNSON, husband and wife

of **Vigo** County, in the State of **Indiana**

CONVEY and WARRANTS

to the sum of **ONE DOLLARS (\$1.00)**

and other valuable consideration, the receipt whereof is hereby acknowledged, the following described **REAL ESTATE** in **VIGO** County, in the State of **INDIANA** to-wit:

Commencing at the Northwest Corner, Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana; thence south along and with the West line said Section 13, 22672.0 feet to the center line of the McDaniel Road; South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek; the place of beginning; thence south 62 degrees 20 minutes East along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek; North 39 degrees 26 minutes 36 seconds West along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances: North 08 degrees 10 minutes 10 seconds East 270.72 feet; North 15 degrees 46 minutes 30 seconds East 414.97 feet to the place of beginning.

IN WITNESS WHEREOF, The said **PAUL FRED LADIK**

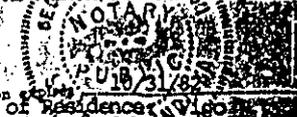
has hereunto set his hand and seal this 30th day of August, A.D. 1982
(Seal) *Paul Fred Ladik* (Seal)

Above Name Typewritten or Printed (Seal) **PAUL FRED LADIK** (Seal)

Above Name Typewritten or Printed (Seal) (Seal)

OF **INDIANA** **VIGO**
Before me, the undersigned, a Notary Public in and for said County and State, on the 30th day of August, 1982, personally appeared **PAUL FRED LADIK**

and acknowledged that the contents of this instrument are his, voluntary act and deed.
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.



Geoffrey G. Creason
Notary Public
GEOFFREY G. CREASON
Above Name Typewritten or Printed

My Commission Expires **11/23/82**
My County of Residence **Vigo**
This instrument prepared by **GEOFFREY G. CREASON, Notary Public, State of Indiana**

C-19/683

88-259-8772

REAL ESTATE MORTGAGE

683

(Prepared in Triplicate)

MORTGAGOR

(Names and Address)

Paul Fred Ladika
Box 398A
Terre Haute, In. 47802

MORTGAGEE

COMMERCIAL CREDIT CORPORATION

215 W. BARK AVE.
Terre Haute, In. 47803

OF Vigo COUNTY, INDIANA
(hereinafter called "Mortgagor")

OF Vigo COUNTY, INDIANA
(hereinafter called "Mortgagee")

First Pay. Date	Initial First Pay. Due Date	Loan Number	Date of Note & Loan	Monthly Payment	Amount of Each Pay.	Amount of Mortgage
11/26/83	10/26/92	07140860	10/21/83	108.00	170.00	10,600.00
Due Each Mo.	26					

This Indenture Witnesseth, that the above-named Mortgagor mortgaged and warranted to the above-named Mortgagee the following described real estate in Vigo County, in the State of Indiana, as follows to wit:

All that part of the Northwest quarter of the Southwest quarter of Section Thirteen (13), Township Eleven (11) North of Range Nine (9) West, 12th South of the line of the Old French and Erie Canal, except ten feet in width off the West side thereof, except the following:

Commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana; thence South 87 degrees 20 minutes East along and with center line said road 174.50 feet to the former line of Little Honey Creek, the place of beginning; thence South 62 degrees 20 minutes East along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 725.00 feet to the center line Honey Creek; thence South 25 degrees 25 minutes 36 seconds West along center line Honey Creek 109.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances: North 08 degrees 10 minutes 10 seconds East 270.72 feet, north 15 degrees 45 minutes 10 seconds East 144.97 feet to the place of beginning.

Also known as 10: 23 Box 398A, Terre Haute, Indiana.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof, to secure payment of the Amount of Mortgage shown above.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith in the amount of ten thousand six hundred dollars and no cents Dollars (\$10,600.00), the interest as therein provided and with a final maturity date as provided in the Note without any relief whatever from valuation or appraisal laws of the State of Indiana.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

The Mortgagee, at his option, may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

The Mortgagor expressly agrees to pay when due all indebtedness secured by this mortgage, on the date and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with reasonable attorney's fees.

Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

ORIGINAL—RECORD
DUPLICATE—CUSTOMER
TRIPPLICATE—OFFICE

The Mortgagor shall provide loss, damage as the Mortgagee all proceeds policies of insurance.

The Mortgagee shall be given by hereby and sums may be and senior to fees incurred Mortgaged Premises.

The Mortgagee as and when

If all or part of the principal amount in the following installment schedule, device, decrease years or less.

No delay in the exercise of or more of the

All rights and assigns to the plural

IN WITNESS WHEREOF
19 83

Signature _____
Printed _____

Signature _____
Printed _____

STATE OF _____
COUNTY OF _____
Before me

who acknowledged
Witness

My commission expires _____

The form of this instrument was used

Return in _____

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amount as the Mortgagee may reasonably require from time to time and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their joint and several interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the loan is closed and the mortgage is paid.

The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date of date of payment at the rate of interest as specified in the Note. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises or any part thereof and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof, as and when the same become due and before penalties accrue.

If all or any part of the Mortgaged Premises or an interest therein is sold or transferred, including through sale by installment contract, without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare the entire unpaid Principal amount and accrued interest due and payable at once; provided, however, that Mortgagee's consent is not required in the following situations: (a) the creation of a lien or encumbrance subordinate to this Mortgage other than a sale by installment contract; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less, not containing an option to purchase.

No delay by the Mortgagor in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to the mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 21st day of Oct, 1983

Signature: Paul Fred Ladika
Printed: Paul Fred Ladika

Signature: _____
Printed: _____

STATE OF Indiana
COUNTY OF Vigo

Before me, a Notary Public in and for said County and State, personally appeared Paul Fred Ladika and _____
(Name of Mortgagor) (Name of Mortgagor)

who acknowledged the execution of the foregoing mortgage.
Witness my hand and Notarial Seal this 21st day of Oct, 1983

Karen J. Miller
NOTARY PUBLIC

My commission expires _____

This form of this instrument was prepared by the Office of the General Counsel of the Mortgage, and the material in the blank spaces in the form was inserted by or under the direction of K. S. Miller

Return to _____

RECEIVED FOR RECORD THE 21 DAY OF Oct 1983 AT 2 O'CLOCK pm
RECORD C-19 PAGE 683 WILLIAM BRAMBLE, RECORDER

019/439

92-89 3264

07001785-9

439

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this 16 day of March, 1987. The mortgagor is Paul Fred Ladika ("Borrower"). This Security Instrument is given to TERRE HAUTE FIRST NATIONAL BANK, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 523 WABASH AVENUE, TERRE HAUTE, INDIANA ("Lender"). Borrower owes Lender the principal sum of Forty thousand and 50/100 Dollars (U.S. \$ 40,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 16, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Vigo County, Indiana:

All that part of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal

Except a strip 10 feet in width off the West side thereof.

Also Except commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road, South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 530.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 35 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 15 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

which has the address of R.R. 23 Box 399 Terre Haute
(Street) (City)
 Indiana 47802
(Zip Code) ("Property Address");

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ADJUSTABLE RATE RIDER

(5 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16th day of March 1975 and is incorporated into and shall be deemed to amend and supplement the Mortgage Loan or Security Deed (the "Security Instrument") of the same date given by the Lender (and the Borrower) to the Borrower (Adjustable Rate Note (the "Note") to TERRE HAUTE FIRST NATIONAL BANK, 23 WABASH AVENUE, TERRE HAUTE, INDIANA, the Security Instrument and located at:

R.R. 23 Box 399, Terre Haute, Indiana 47602

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGE IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 15th day of March 1975 and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on the "Index," the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Sixty-Two Hundredths percentage points (2.62%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.25% or less than 6.25%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than three percentage points (3.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 14.25%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Paul Fred Ladika

Paul Fred Ladika

(Seal)

Borrower

XXXXXXXXXXXX

(Seal)

Borrower

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession: Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

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

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

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

Paul Fred Ladika (Seal)
Paul Fred Ladika —Borrower

XXXXXXXXXXXXXXXXXXXX (Seal)
—Borrower

STATE OF INDIANA, Vigo County ss:

On this 9th day of March, 1987, I, Robin Herzog, Notary Public in and for said County, personally appeared Paul Fred Ladika and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: November 9, 1990

My County of Residence is: Parke Robin Herzog, Notary Public

This instrument was prepared by: W. H. Cox (Attorney At Law)

R. Marty
11 Ave.
303

RECEIVED FOR RECORD
APR 20 10 00 CLOCK
RECORDED PAGE 439

MAY 18 1987

Julius Andrews
RECORDER VIGO COUNTY

INDEXED

11.50

Rel 36/160

92-124 4568

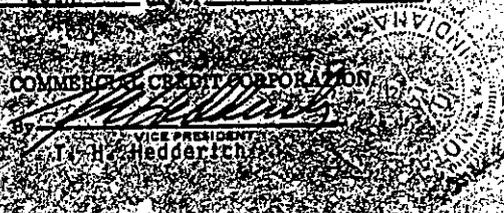
160

SATISFACTION OF MORTGAGE

THIS CERTIFIES, That a certain Mortgage executed by Paul Fred Ladika

as Mortgagors, to Commercial Credit Corporation, as Mortgagee, on Oct of 1987 Mortgage Record no. CC-19 State of Indiana, has been fully paid and satisfied, and the same is hereby released.

IN WITNESS WHEREOF, Commercial Credit Corporation has caused this instrument to be signed and its corporate seal to be affixed, this 20th day of March 19 87.



STATE OF INDIANA)
) SS.
Vigo COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of March 19 87, T.H. Hedderich Vice President of Commercial Credit Corporation by T.H. Hedderich its Vice President who acknowledged the execution of the foregoing instrument

Witness my hand and notarial seal: Nancy Lou Oulgar
NOTARY PUBLIC
Nancy Lou Oulgar
Residing in Vigo County, My commission expires 12/19/90

The form of this instrument was prepared by the Office of the General Counsel of the Mortgagee, and the material in the blank spaces in the form was inserted by or under the direction of O. K. TeVault

Return to Commercial Credit Loan, Inc.
P. O. Box 3126, Terre Haute, Indiana 47601
RECEIVED FOR RECORD THE 14th DAY OF MARCH 1987 AT 2:50 O'CLOCK PM
RECORD 378 JUDITH ANDERSON, RECORDER

119/110

5515

ASC 121 110

This Mortgage Deed

EXECUTED the 2nd day of May A.D. 19 89 by

hereinafter called the mortgagor, to Paul F. Ladika
R.R. 23 Box 399
Terre Haute, IN 47802
hereinafter called the mortgagee: American Bankers Ins. Co.
c/o 2338 Wabash Ave
Terre Haute IN 47807

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession, situate in Vigo County viz:

That part of the Northwest quarter of the Southwest quarter of Section Thirteen (13), Township Eleven (11) North of Range Nine (9) West, lying South of the line of the Old Wabash and East of said, except Ten feet in width off the West side thereof.

IN WITNESS WHEREOF, Grantor has executed this deed this 18th day of May, 1989.

Paul Ladika Virginia F. Ladika

STATE OF INDIANA
COUNTY OF VIGO

I, William R. Everett, Notary Public in and for said County and State, personally appeared Paul Ladika and Virginia F. Ladika, husband and wife, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of May, 1989.

My Commission Expires: Notary Public in and for the State of Indiana
Residing in Vigo County, Indiana

This deed was prepared by W. R. Everett
William R. Everett

This Mortgage Deed is accepted as collateral for Bond No. A100-0048497
posted in behalf of James A. Summers

in the Superior Ct I Court of Vigo County and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

The undersigned will at all times indemnify and keep indemnified the Mortgagee harmless from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and arbitrations against the Mortgagee by reason or in consequence of having executed such bond or undertaking in whole or in part, or at the instance of the Mortgagor(s) (or any of them) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to satisfy every claim, demand, liability, expense, suit, order, decree, payment and/or adjudication against the Mortgagee by reason of the execution of such bond or undertaking and any other bonds, or undertakings executed in behalf of and/or at the instance of the Mortgagor(s) and before the Mortgagee shall be required to pay thereunder. The liability for legal fees and disbursements, in suits, in law fees and disbursements that the Mortgagee may pay or incur in any legal proceedings, including proceedings in which the Mortgagee may assert or defend its right to collect or to charge for any legal fees and disbursements incurred in earlier proceedings.

Q
38
50
62
70
77
81
84
87
91
94
97
100
103
106
109
112
115
118
121
124
127
130
133
136
139
142
145
148
151
154
157
160
163
166
169
172
175
178
181
184
187
190
193
196
199
202
205
208
211
214
217
220
223
226
229
232
235
238
241
244
247
250
253
256
259
262
265
268
271
274
277
280
283
286
289
292
295
298
301
304
307
310
313
316
319
322
325
328
331
334
337
340
343
346
349
352
355
358
361
364
367
370
373
376
379
382
385
388
391
394
397
400
403
406
409
412
415
418
421
424
427
430
433
436
439
442
445
448
451
454
457
460
463
466
469
472
475
478
481
484
487
490
493
496
499
502
505
508
511
514
517
520
523
526
529
532
535
538
541
544
547
550
553
556
559
562
565
568
571
574
577
580
583
586
589
592
595
598
601
604
607
610
613
616
619
622
625
628
631
634
637
640
643
646
649
652
655
658
661
664
667
670
673
676
679
682
685
688
691
694
697
700
703
706
709
712
715
718
721
724
727
730
733
736
739
742
745
748
751
754
757
760
763
766
769
772
775
778
781
784
787
790
793
796
799
802
805
808
811
814
817
820
823
826
829
832
835
838
841
844
847
850
853
856
859
862
865
868
871
874
877
880
883
886
889
892
895
898
901
904
907
910
913
916
919
922
925
928
931
934
937
940
943
946
949
952
955
958
961
964
967
970
973
976
979
982
985
988
991
994
997
1000

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

That this Mortgage Deed is solely to secure future advances which may be made by the mortgagee to the mortgagor up to and including the amount of Seventy Five Thousand (\$75,000) Dollars (\$75,000) and interest thereon at Eleven percent (11%) per annum. That at the present time, the mortgagee has not loaned the mortgagor any money or other thing of value, and as such, the present outstanding debt from the mortgagee to the mortgagor is Zero Dollars. The mortgagee may loan to the mortgagor up to and including the amount of Seventy Five Thousand Dollars (\$75,000) and interest thereon at Eleven percent (11%) per annum, upon the occurrence of the stated contingency: Upon the forfeiture or estreatment of the surety bond or bonds posted on behalf of James A. Summers defendant in Case No. 84 D 018702 CF 15 in the Court of Superior Div. I, Vigo County, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

CONTINGENT PROMISSORY NOTE

No. 84 D 018702 CF 15, Seventy Five Thousand and xx/100, May 2, 1987.

after date, for value received, Promise to pay to the order of American Bankers Ins. Co. Seventy Five Thousand and xx/100 Dollars, at 2358 Wabash Ave Terre Haute, if a. only if the following stated contingency occurs Upon the forfeiture or estreatment of the surety bond or bonds posted on behalf of James A. Summers defendant in Case No. 84 D 018702 CF 15 in the Court of Vigo County, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of Eleven percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at Eleven percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including Seventy Five Thousand Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant James A. Summers shall appear in the proper court at all the time or times directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing otherwise to remain in full force and effect.

x Fred Ladika x Fred Ladika

May 2, 1987

X Fred Ladika (Seal)
X Fred Ladika (Seal)

Date May 2 19 87

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes and assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the building now or hereafter on said land fully insured in a sum of not less than the fair market value of such buildings in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured accounting to the mortgagor for any surplus; to pay all costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or offering the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of

If any sum of money herein referred to be not promptly paid within twenty (20) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written

Signed, sealed and delivered in the presence of
X James P. Am, Ph.D. } X Fred Ladika L.S.
X James A. Rowe, Ph.D. } X Fred Ladika L.S.
X _____ } X _____ L.S.
X _____ } X _____ L.S.

STATE OF Vigo
COUNTY OF Vigo

I HEREBY CERTIFY that on this day, before me, _____ Officer duly authorized by the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Fred Ladika

to me known and known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of May 19 87

James A. Rowe, Ph.D.
Notary Public
Vigo Co. Ind.

This instrument prepared by:
Address James A. Rowe, Ph.D.
2338 Wabash
Terre Haute, Ind. 47807
Ph: 812-332-5380

RECEIVED FOR RECORD THE 6 DAY OF May 1987 AT 8 O'CLOCK AM
RECORD 19 PAGE 110 JUDITH ANDERSON, REC'D

Rel 53/929

96 096 2468 **SATISFACTION OF MORTGAGE** 929

This Certifies, That a certain Mortgage executed by Paul F. Ladika
 of Indiana to American Bankers Insurance Co.
 of Florida by Agent James Rowe
 on 2nd day of May 19 87, calling for \$ 75,000.00 and recorded
 in Mortgage Record No. P-19, page 110, Vigo County,
 State of Indiana, has been fully paid and satisfied, and the same is hereby released.
 WITNESS my hand and seal, this 8th day of November 19 90
James Rowe
 James Rowe, Agent for
 American Bankers Ins. Co. of Florida

State of Indiana, Allen County, SS:
 Before me, the undersigned, a Notary Public in and for said County, this 8th
 day of NOVEMBER 19 90.
 acknowledged the execution of the annexed satisfaction of mortgage.
 Witness my Hand and official seal.
Robert A. Hyles Notary Public
 My Commission expires 1-25-94
 This instrument prepared by:
Pat McHenry, 111 W. Columbia St., Ft. Wayne, IN 46802

RECEIVED FOR RECORD THE 12 DAY OF NOVEMBER AT 12:00 O'CLOCK PM
 RECORD 53 PAGE 929 JUDITH ANDERSON, RECORDER

* Take to court house
 and record.

Rel 11/354

95 01007 RELEASE OF REAL ESTATE MORTGAGE

000354

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, Terre Haute First National Bank, Terre Haute, Indiana, does hereby acknowledge full payment and satisfaction of the debt secured by that certain mortgage made to it on the 16TH day of MARCH 19 87 by PAUL FRED LADYKA to secure the payment of the principal sum of FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00) which mortgage was recorded in the Office of the Recorder of VIGO County, in the State of INDIANA in Mortgage Record 019 page 437 on the 18TH day of MARCH 19 87.

INDEXED

In consideration of the payment of said mortgage debt, said mortgage is hereby released and discharged.

IN WITNESS WHEREOF, Terre Haute First National Bank has caused this instrument to be executed in its name and behalf by its Vice President and its corporate seal to be hereunto affixed, this 20TH day of MARCH 19 93.

TERRE HAUTE FIRST NATIONAL BANK

By: David E. Rogers
David E. Rogers, Vice President

STATE OF INDIANA

COUNTY OF VIGO

Personally appeared before me, the undersigned, a Notary Public within and for said County and State, David E. Rogers to me known and known to me to be Vice President of Terre Haute First National Bank, and acknowledged the execution of the annexed and foregoing instrument as his free act and deed and as the free act and deed of Terre Haute First National Bank.

WITNESS my hand and notarial seat, this 20TH day of JANUARY 19 93

Sandra Jo Freeman
Notary Public

My commission expires:

Sandra Jo Freeman

5-14-98

My county of residence is:

Vigo

RECEIVED FOR RECORD
AT 11:22 O'CLOCK A.M.
RECORD PAGE 354

JAN 26 1995

This instrument was prepared by: R. Guille Cox, Jr., Attorney

Nancy Linn
RECORDED

442/1366

97 00446

001366

RECORDED FOR TAXATION
APR 23 1997

005446

RECEIVED FOR RECORD
97 APR 23 11 01 AM

Paul Fred Ladika
AUDITOR
VIGO COUNTY

WARRANTY DEED

311 MARKET
VIGO CO. IN 4733-0066

THIS INDENTURE WITNESSETH, THAT PAUL FRED LADIKA, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conveys and Warrants unto FREDDIE L. LADIKA, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

All that part of the North West 1/4 of the south West 1/4 of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal.

Except a strip 10 feet in width off the West side thereof.

Also Except, commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road, South 62 degrees 20 minutes East along and with center line said road 336.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 330.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 36 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 15 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes, prorated to the date hereof.

IN WITNESS WHEREOF the above referred to PAUL FRED LADIKA has hereunto set his hand and seal, this 21ST day of APRIL, 1997.

Paul Fred Ladika (SEAL)
PAUL FRED LADIKA

STATE OF INDIANA, VIGO COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 21ST day of APRIL, 1997, personally appeared PAUL FRED LADIKA and acknowledged the execution of this conveyance to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: JULY 23, 2000
My County of residence is: VIGO

Heather Jones
Notary Public
HEATHER JONES
Type/print or printed name of notary

THIS INSTRUMENT WAS PREPARED BY: *Paul E. Jones*
Paul E. Jones, Attorney, Cox, Zwerner, Gambill & Sullivan, 311 Wabash Avenue, Terre Haute, IN 47807

MAIL TAX STATEMENTS TO: GRANTEE: 5637 MCDANIEL ROAD, TERRE HAUTE, IN 47807

RECEIVED FOR RECORD
AT 11:00 O'CLOCK AM
RECORD 442 PAGE 1366
1997
Paul Mason
RECORDED: VIGO COUNTY

S 20/1621

ST 00450

001621

005450

RECEIVED FOR RECORD

97 APR 23 AM 9:16

PAUL MASCOY
VIGO CO. RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

90307300666

THIS MORTGAGE ("Security Instrument") is given on April 21, 1997. The mortgagor is FREDDIE L LADIXA.

Borrower: This Security Instrument is given to TERRE HAUTE FIRST NATIONAL BANK

INDIANA, which is organized and existing under the laws of and whose address is

Lender: Borrower owes Lender the principal sum of \$5,000.00 Dollars (U.S. \$5,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 4/22/2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in VIGO County, Indiana:

ALL THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 9 WEST LYING SOUTH OF THE LINE OF THE OLD WABASH AND ERIE CANAL, EXCEPT A STRIP 30 FEET IN WIDTH OFF THE WEST SIDE THEREOF, ALSO EXCEPT COMMENCING AT THE NORTHWEST CORNER SECTION 13, TOWNSHIP 13 NORTH, RANGE 9 WEST, HONEY CREEK TOWNSHIP, VIGO COUNTY INDIANA, THENCE SOUTH ALONG AND WITH THE WEST LINE SAID SECTION 13 2672.0 FEET TO THE CENTER LINE OF THE MCDANIEL ROAD SOUTH 62 DEGREES 20 MINUTES EAST ALONG AND WITH CENTER LINE SAID ROAD 356.50 FEET TO THE CENTER LINE OF LITTLE HONEY CREEK, THE PLACE OF BEGINNING, THENCE SOUTH 62 DEGREES 20 MINUTES EAST ALONG AND WITH CENTER LINE SAID ROAD 356.50 FEET, SOUTH 77 DEGREES 49 MINUTES WEST 736.0 FEET TO THE CENTER LINE HONEY CREEK, NORTH 39 DEGREES 26 MINUTES 16 SECONDS WEST ALONG CENTER LINE HONEY CREEK 189.57 FEET TO THE CENTER LINE LITTLE HONEY CREEK; THENCE ALONG CENTER LINE SAID CREEK THE NEXT TWO COURSES AND DISTANCES; NORTH 08 DEGREES 10 MINUTES 10 SECONDS EAST 270.72 FEET, NORTH 15 DEGREES 46 MINUTES 30 SECONDS EAST 414.97 FEET TO THE PLACE OF BEGINNING.

INDEXED

which has the address of 5827 MCDANIEL RD TERRE HAUTE

Indiana 47802-0000 ("Property Address")

Indiana 47827-0000 (Property Address)

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
BANKERS SYSTEMS INC. ST. CLOUD, MN 56302-1100 397-2341 FAX 397-2391

Form 3018 8/90 page 1 of 6

001621/6

this Security Instrument, its covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Freddie L. Ladika (Seal)
FREDDIE L. LADIKA - Borrower

Social Security Number 102-74-4058

(Seal)
- Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF INDIANA, VIGO County is:

Before me, HEATHER JONES, a Notary Public, this 23 day of April, 1997, FANNIE L. JONES, acknowledged the execution of the attached mortgage. WITNESS my hand and official seal.

Heather Jones
Notary Public

My commission expires: JULY 25, 2000

HEATHER JONES
Type or Print Name

Resident of VIGO County, Indiana

This instrument was prepared by: TERRE HAUTE FIRST NATIONAL BANK

BANKERS SYSTEMS INC. ST. CLOUD, MN 56302-1100 397-2341 FAX 397-2391

Form 3018 8/90 page 8 of 8

001622/2

...of the Security Instrument. If Lender determines that any portion of the property...
...which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.
Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-387-2341) FORM MP-1-40 2/1/81

Form 3018 9/90 (page 2 of 6)

98765432109876543210

ADJUSTABLE RATE RIDER

001621

THIS ADJUSTABLE RATE RIDER is made this 22 day of APRIL, 1997
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate
Note (the "Note") to TERRA HAUTE FIRST NATIONAL BANK
of the same date and covering the property described in the Security Instrument and located at:

5837 MEDANIEL DR., TERRA HAUTE, IN 47802-9908
(Property Address)

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A
PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN
THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE
INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

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

A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

The Note provides for an initial interest rate of 7.25000%. The Note provides for changes in the interest
rate and the payments, as follows:

3. PAYMENTS

(A) Scheduled Payments

All references in the Security Instrument to "monthly payments" are changed to "scheduled payments."

I will pay principal and interest by making payments when scheduled; (mark one):

I will make my scheduled payments on the first day of each month beginning on _____

I will make my scheduled payments as follows:

BEGINNING 5/21/1997 AND CONTINUING MONTHLY UNTIL 4/21/2017

In addition to the payments described above, I will pay a "balloon payment" of \$ _____
on _____ The Note Holder will deliver or mail to me notice prior to maturity
that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges
described in the Note.

My scheduled payments will be applied to interest before principal. If, on APRIL 22, 1997
I still owe amounts under the Note, I will pay those amounts in full on
that date, which is called the "maturity date."

I will make my scheduled payments at ONE FIRST FINANCIAL PLAZA
P.O. BOX 549, TERRA HAUTE, IN 47808 or at a different
place if required by the Note Holder.

(C) Amount of My Initial Scheduled Payments

Each of my initial scheduled payments will be in the amount of U.S. \$ 750.86. This amount
may change.

(D) Scheduled Payment Changes

Changes in my scheduled payment will reflect changes in the unpaid principal of my loan and in the interest rate that I
must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in
accordance with Section 4 of the Note.

MULTISTATE ADJUSTABLE RATE RIDER -

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-387-2341)

Form ARL 10/4/90 (page 1 of 2)

98765432109876543210

001621/8

4. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

(A) Change Dates
Each date on which my interest rate could change is called a "Change Date." (Mark one)
[] The interest rate I will pay may change on the first day of and on that day every month thereafter.
[X] The interest rate I will pay may change 1/31/2000 and on every THIRTY-SIX MONTH thereafter.

(B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:
THE WEEKLY AVERAGE YIELD OF U.S. TREASURY SECURITIES
ADJUSTED TO A CONSTANT MATURITY OF THREE YEARS

The most recent Index figure available as of the date 09-15 days [] before each Change Date is called the "Current Index."
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by
... TWO AND 75/10000 percentage points (..... 2.75000 %) to the Current Index. The result of this calculation:
[] will not be rounded off.
[X] will be rounded off by the Note Holder to the nearest 125 % .
[] will be rounded off by the Note Holder up to the nearest % .
[] will be rounded off by the Note Holder down to the nearest % .
Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next change date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

(D) Limits on Interest Rate Changes
[X] My interest rate will never be increased or decreased on any single change date by more than 2.00000 percentage points from the rate of interest I have been paying for the preceding period.
[X] My interest rate will never be greater than 11.25000 % or less than % .

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again.

(F) Notice of Changes
At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FUNDS FOR TAXES AND INSURANCE

[Mark one]
[X] Uniform Covenant 2 of the Security Instrument is waived by the Lender.
[] Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations
I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:
(i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus

001621/9

- (iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus
- (iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

(C) Adjustments to the Funds

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

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

Paul M. Maorn (Seal)
 PAUL M. MAORN
 _____ (Seal)

RECEIVED FOR RECORD
 AT _____ O'CLOCK _____ M
 RECORDS - 20 PAGE 1621

1997
Paul Maorn

 WYO COUNTY
 H-25-97

190637/184599



SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT: STP-291-1 COUNTY: Vigo CODE: 3777 PARCEL: 25 09-13-300-003
 ROAD: DES. NO. ABST. BY: 09-13-300-020

RECORD OWNER: Freddie L Ladika
 DATE FROM: May 2, 1999 TO: January 9, 2002

I have checked the following records for the caption property as described in the original Title And Encumbrance Report. The following changes were noted:

Deed Record:

Mortgage Record:

Miscellaneous Record: Plat of McDaniel Estates, dated August 21, 2000 and recorded September 29, 2000 in Plat Record 34 Page 254

Old Age Assistance Record:

Tax Lien Record:

Judgment Record:

Les Pendens Record:

Defendant's Index:

(02) 09-13-300-003
 Tax Duplicate: Land 7470 - Impr 21470 - Exempt 3000 Hmst & Mtg
 Spring \$936.62 paid 5/9/01 Fall \$936.62 paid 10/18/01

Taxes for (02) 09-13-300-020 - NOT ASSESSED YET
 Changes since date of last T&E or Supplemental Report are as follows:

NOTE: (02) 09-13-300-003 - McDaniel Estates .54 AC Subj Co Rd 13-11-9 Lot 2 18.560 AC
 (02) 09-13-300-020 - McDaniel Estates, .25 Ac Subj Co Rd 13-11-9 Lot 1 5.420 AC

Signed: Robert G. Kendall
 Robert G. Kendall
 Abstracter

Dated: January 9, 2002

WILLIAM MAC STEELE
LAND SURVEYING
875 EAST C.R. 250 NORTH
SULLIVAN, INDIANA 47882
(812)-268-3813

PR 34 254

WE, THE UNDERSIGNED Paul Fred Lapka, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AS Mc Donnell Estates SUBDIVISION. ALL STREETS AND ALLEYS NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

WITNESS OUR HANDS AND SEALS THIS 25th DAY OF August 2000

SIGNATURES: Paul Fred Lapka
PRINTED NAMES: PAUL FRED LAPKA

STATE OF INDIANA
COUNTY OF VIGO SS:

BEFORE ME THE UNDERSIGNED NOTARY OF PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 25th DAY OF August 2000

Nancy L. Swalls
NOTARY OF PUBLIC: NANCY L. SWALLS

MY COMMISSION EXPIRES: 9-9-07 COUNTY OF Sullivan

THIS CERTIFIES THAT PROPER PUBLIC NOTICE OF HEARING WAS GIVEN AND THAT A MAJORITY OF MEMBERS OF THE VIGO COUNTY AREA PLAN COMMISSION CONCURRED IN APPROVAL OF THIS PLAT.

PRESIDENT: [Signature] DATE: 9-29-2000

SECRETARY: [Signature] DATE: 9-29-2000

Timothy J. Porter Sr. AICP, Deputy Secretary
DULY ENTERED FOR TAXATION THIS _____ DAY OF _____

VIGO COUNTY AUDITOR: James W. Bramble
James W. Bramble

RECEIVED FOR RECORD THIS 29 DAY OF September 2000 AT
O'CLOCK, AND RECORDED IN PLAT BOOK 34 PAGE 254-255

VIGO COUNTY RECORDER: Mitchell Newton DATE: 9-29-00
Mitchell Newton

I, WILLIAM MAC STEELE, HERBY CERTIFIES THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THE PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON _____ AND TO THE BEST OF MY KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN RULE 865-1AC-12; THAT ALL MONUMENTS OR MARKERS SHOWN HEREIN ACTUALLY EXIST AND THAT THEIR LOCATION, SIZE, AND TYPE OF MATERIAL ARE ACCURATELY SHOWN.

CERTIFIED BY: William Mac Steele
WILLIAM MAC STEELE L.S.

DATE: August 21, 2000
FILE NO.: 080821-Mc 125



EGR Date 08/29/2000 Time 10:00:32
Mitchell Newton
Vigo County Recorder
Filing Fee: 14.00
I 200012435 P 34/254



NOTARY SEAL

left side

WILLIAM MAC STEELE
LAND SURVEYING & ENGINEERING
875 EAST COUNTY ROAD 230 NORTH
SULLIVAN, INDIANA 47882
(812) 268-3813



TYPICAL DRIVE ENTRANCE

N.V. CORNER
SECTION 13-11-9

2672.00'
S 00°13'34" V

POINT OF BEGINNING

S 62°20'00" E
356.30'

MCDANIEL ROAD
COUNTY RIGHT OF WAY

1
236142.29 sq. ft.
5.421081 acres

1875*2.87 sq. ft.
4.304474 acres

2
80856315 sq. ft.
18.562056 acres

N 00°13'34" E
1290.54'

S 08°10'10" V
270.72'

CENTERLINE OF HONEY CREEK
466.73'
N 11°29'59" E

N 27°40'00" E
735.00'

S 39°26'56" E
189.57'



WILLIAM MAC STEELE, LICENSED SURVEYOR, HAS REVIEWED THIS SURVEY AND TO THE BEST OF HIS KNOWLEDGE AND BELIEF ACCORDS TO THE SURVEY RECORDS IN HIS POSSESSION OR CONTROL, THIS SURVEY MEETS THE REQUIREMENTS OF SIZE, AND MATERIAL AND ACCURACY STANDARDS.
CERTIFIED BY: *William Mac Steele*
DATE: AUGUST 21, 2000
FILE NO: 000821-MAAC-1E

1223.91

S 89°45'18" W

S 89°45'18" W 1300.40'

S 89°45'18" W

SURVEY IN REGARD TO PARCELS LADEN
 293 EAST HASSELLER CREEK DR.
 TERRE HAUTE, INDIANA 47807

RE: MCDANIEL ESTATES
 DESCRIPTION:

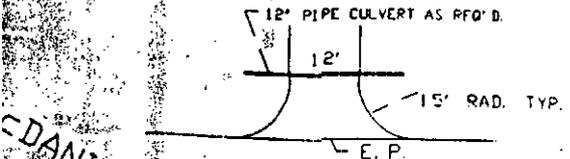
ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTH
 TOWNSHIP 11 NORTH, RANGE 9 WEST, LYING SOUTH OF THE
 ERIE CANAL, EXCEPT A STRIP 10 FEET IN WIDTH OF
 ALSO EXCEPT COMMENCING AT THE NORTHWEST CORNER OF
 RANGE 9 WEST, HONEY CREEK TOWNSHIP VIGO COUNTY, INDIANA
 WITH THE WEST LINE OF SAID SECTION 2, 672.0 FEET
 MCDANIEL ROAD, THENCE S-62°20'00" E 1490.41 FEET
 FEET TO THE CENTERLINE OF LITTLE HONEY CREEK, THENCE
 S-62°20'00" E 350.50 FEET, THENCE S-27°40'00" W
 OF HONEY CREEK, THENCE N-27°40'00" W ALONG THE
 CREEK THE NEXT TWO CORNERS OF SECTION 2, 672.0 FEET
 414.97 FEET TO THE PLACE OF BEGINNING OF 270.8 FEET
 AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:
 BEGINNING AT A POINT S-00°13'34" W AS OLD BEARING
 SECTION 2, 672.0 FEET TO THE CENTERLINE OF MCDANIEL ROAD,
 INDIANA, THENCE S-62°20'00" E ALONG SAID CENTERLINE
 OF LITTLE HONEY CREEK, THENCE S-19°46'34" W ALONG THE
 CREEK 414.97 FEET, THENCE S-08°10'10" W ALONG SAID CREEK
 CREEK 189.37 FEET, THENCE S-29°53'36" E ALONG
 MCDANIEL ROAD, THENCE S-62°20'00" E ALONG SAID CENTERLINE
 THENCE S-00°13'34" W 604.64 FEET TO THE SOUTH
 THENCE S-89°45'18" W ALONG SAID SOUTH LINE 1,300.40 FEET
 1,290.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.97 ACRES MORE OR LESS

NOTES:

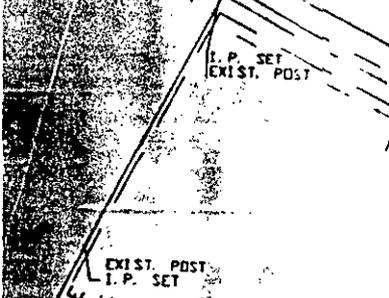
1. TWO SINGLE FAMILY DWELLINGS, EXISTING.
2. ZONED AGRICULTURE, WILL CONTINUE WITH HORSES AND LIVESTOCK.
3. EXISTING PRIVATE WELLS AND SEPTIC SYSTEM.
4. A-2 FLOOD ZONE AS SHOWN ACCORDING TO FIRN MAPS.
5. BUILDING LINE SETBACKS: FRONT 25.0 FEET, SIDE 20.0 FEET, REAR 11.0 FEET.

STEELE
 ENGINEERING
 250 NORTH
 INA 47882
 813



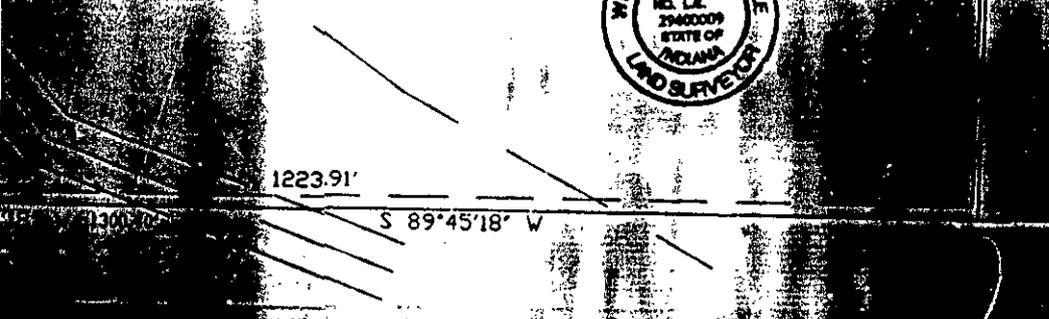
TYPICAL DRIVE
 ENTRANCE

MCDANIEL ROAD
 RIGHT OF WAY
 S 62°20'00" E 1490.41'
 S 62°20'00" E



80856315 sq. ft.
 18.562056 acres
 SCALE 1" = 100'

I, WILLIAM MAC STEELE, HEREBY CERTIFIES THAT I AM A PROFESSIONAL LAND
 SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA,
 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY WAS EXECUTED
 ACCORDING TO THE SURVEY REQUIREMENTS IN RULE 845-1AC-13, THAT ALL
 MONUMENTS OR MARKERS SHOWN HEREIN ACTUALLY EXIST AND THAT THEIR LOCATION,
 SIZE, AND MATERIAL ARE ACCURATELY SHOWN.
 CERTIFIED BY: *William Mac Steele*
 DATE: AUGUST 21, 2000
 FILE NO. 000821-MAAC-129





SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT: STP-291-1

COUNTY: Vigo

CODE: 3777

PARCEL: 25

ROAD: S. R. #641

DES. NO. 9138220

ABST. BY: Robert G. Kendall

RECORD OWNER: Freddie L. Ladika

DATE FROM: January 9, 2002

TO: 05/28/2004

I have checked the following records for the caption property as described in the original Title And Encumbrance Report. The following changes were noted:

Deed Record:

Mortgage Record: See Below

Miscellaneous Record:

Old Age Assistance Record:

Tax Lien Record:

Judgment Record:

Les Pendens Record:

Defendant's Index:

Tax Duplicate: See Below

Changes since date of last T&E or Supplemental Report are as follows:

Mortgage Record S-20, page 1621, (set out in previous Title and Encumbrance Report) remains open and unreleased.

Cause #84E05-9904-SC-2012 (set out in previous Title and Encumbrance Report)
Plaintiff files Notice of Satisfaction 11/29/2000.

Honey Creek Township Parcel #09-13-300-003

Ladika, Freddie L

Prop: 5715 McDaniel Road, Terre Haute, IN 47802

Mail: 5837 McDaniel Road, Terre Haute, IN 47802

McDaniel Estates, .54 A., subject to Co. Rd.,

Sec. 13-11-9, Lot 2, 18.560 Acres of the (R value of 23000, and (NR) value of 17900, with (R improvements of 52000, and (NR) improvements of 900

\$415.19 each installment. Taxes are paid for the year 2002, due and payable in the year 2003.

Honey Creek Township Parcel #09-13-300-202

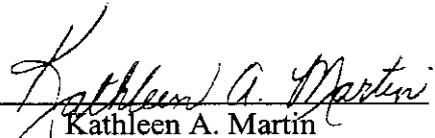
Same name and address

McDaniel Estates

.25 Ac. subject to Co. Rd.

Lot 1, Section 13-11-9, 5.420 acres of the (NR) value of 28000, and (NR) improvements of 60900
\$724.57 each installment. Taxes are paid for the year 2002, due and payable in the year 2003.

Signed: _____


Kathleen A. Martin
Abstracter

Dated: 05/28/2004

442/1366

9: 00446 001366

REGISTERED FOR TAXATION
and final acceptance for transfer

005446

RECEIVED FOR RECORD
97 APR 23 11 08 L5

APR 23 1997

WARRANTY DEED

PAUL MASON
VIGO CO. RECORDER

Paul Fred Ladika
Auditor
Vigo County

THIS INDENTURE WITNESSETH, THAT PAUL FRED LADIKA, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conveys and Warrants unto FREDDIE L. LADIKA, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

All that part of the North West 1/4 of the south West 1/4 of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal.

Except a strip 10 feet in width off the West side thereof.

Also Except, commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road, South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 36 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 13 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes prorated to the date hereof.

IN WITNESS WHEREOF the above referred to PAUL FRED LADIKA has hereunto set his hand and seal, this 21ST day of APRIL, 1997.

Paul Fred Ladika (SEAL)
PAUL FRED LADIKA

STATE OF INDIANA, VIGO COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said county and state, this 21ST day of APRIL, 1997, personally appeared PAUL FRED LADIKA and acknowledged the execution of this conveyance to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

M: Commission Expires: JULY 25, 2000
N: County of residence is: VIGO

Heather Jones
Notary Public
HEATHER JONES
Typewritten or printed name of notary

THIS INSTRUMENT WAS PREPARED BY: *Ronald E. Jump*
Ronald E. Jump, Attorney, Cox, Zwerner, Gambill & Sullivan, 311 Wabash Avenue, Terre Haute, IN 47807

MAIL TAX STATEMENTS TO: GRANTEE: 5837 MCDANIEL ROAD, TERRE HAUTE, IN 47802

RECEIVED FOR RECORD
AT 7:47 O'CLOCK PM
RECORD 747 PAGE 1366
1997
Paul Mason
RECORDED: VIGO COUNTY

Entry # 12

E 82° 32'

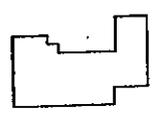
219.8'
S 62° 17' 30" E 218.82'

McDaniel

26.54'

S 62° 4' 15" E 393.61'

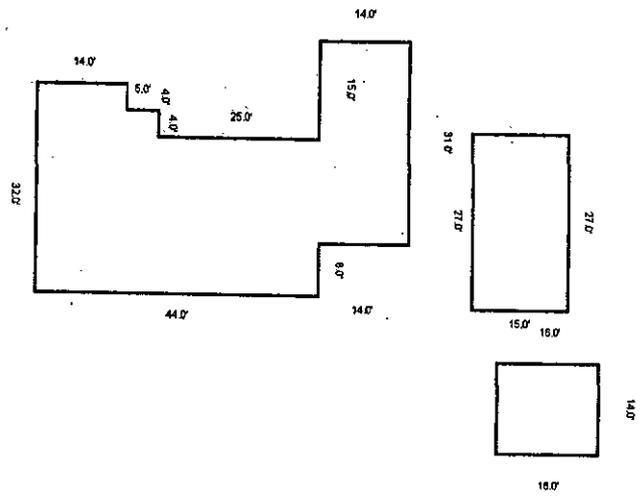
N 67° 27' 26" W 646.61'



Owner's Site

S 27° 55' 45" W 22'

ents:



Owner's Home

McDaniel

S 62° 17' 3" E 338.13'

N 86° 58' 30" W 90.59'

26.0'

N 62° 17' 3" W 189.62'

S 19° 36' 18" W 68.23'

S 33° 28' 57" W 33.0'

ents:

Rental Site

442/1366

91 00440

001366

REGISTERED FOR TAXATION
with official acceptance for transfer

005446

RECORDED FOR RECORD
97 APR 23 11 01 AM '97

APR 23 1997

WARRANTY DEED

WILLIAMSON
VIGO CO. RECORDS

Williamson AUDITOR
VIGO COUNTY

THIS INDENTURE WITNESSETH, THAT PAUL FRED LADIKA, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conveys and Warrants unto FREDDIE L. LADIKA, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

All that part of the North West 1/4 of the south West 1/4 of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal.

Except a strip 10 feet in width off the West side thereof.

Also Except, commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road, South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 36 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 15 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes, prorated to the date hereof.

IN WITNESS WHEREOF the above referred to PAUL FRED LADIKA has hereunto set his hand and seal, this 21ST day of APRIL, 1997.

Paul Fred Ladika (SEAL)
PAUL FRED LADIKA

STATE OF INDIANA, VIGO COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said county and state, this 21ST day of APRIL, 1997, personally appeared PAUL FRED LADIKA and acknowledged the execution of this conveyance to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: JULY 25, 2000
My County of residence is: VIGO

Heather Jones
Notary Public
HEATHER JONES
Typewritten or printed name of notary

THIS INSTRUMENT WAS PREPARED BY: *Ronald E. Jump*
Ronald E. Jump, Attorney, Cox, Zwerner, Gambill & Sullivan, 511 Wabash Avenue, Terre Haute, IN 47807

MAIL FAX STATEMENTS TO: GRANTEE: 5837 MCDANIEL ROAD, TERRE HAUTE, IN 47802

RECEIVED FOR RECORD
AT 7:42 O'CLOCK PM
RECORD 742 PAGE 1366

1997
Paul Mason
RECORDED: VIGO COUNTY

Entry # 12

E 82° 32'

213.9'
S 62° 17' 8" E 213.92'

McDaniel

38.54'

S 62° 4' 15" E 393.61'

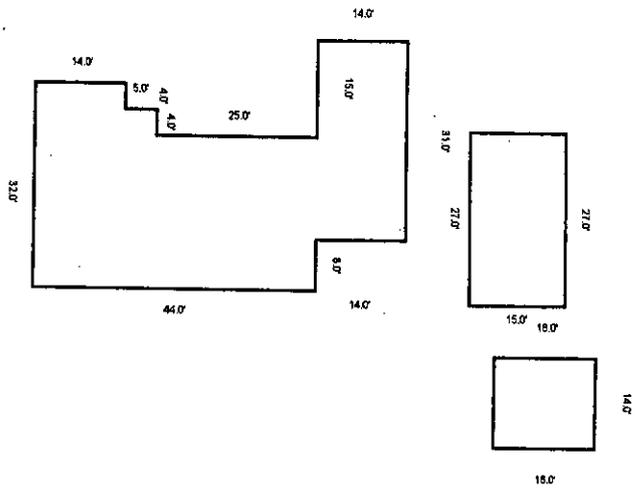
N 67° 27' 26" W 646.61'



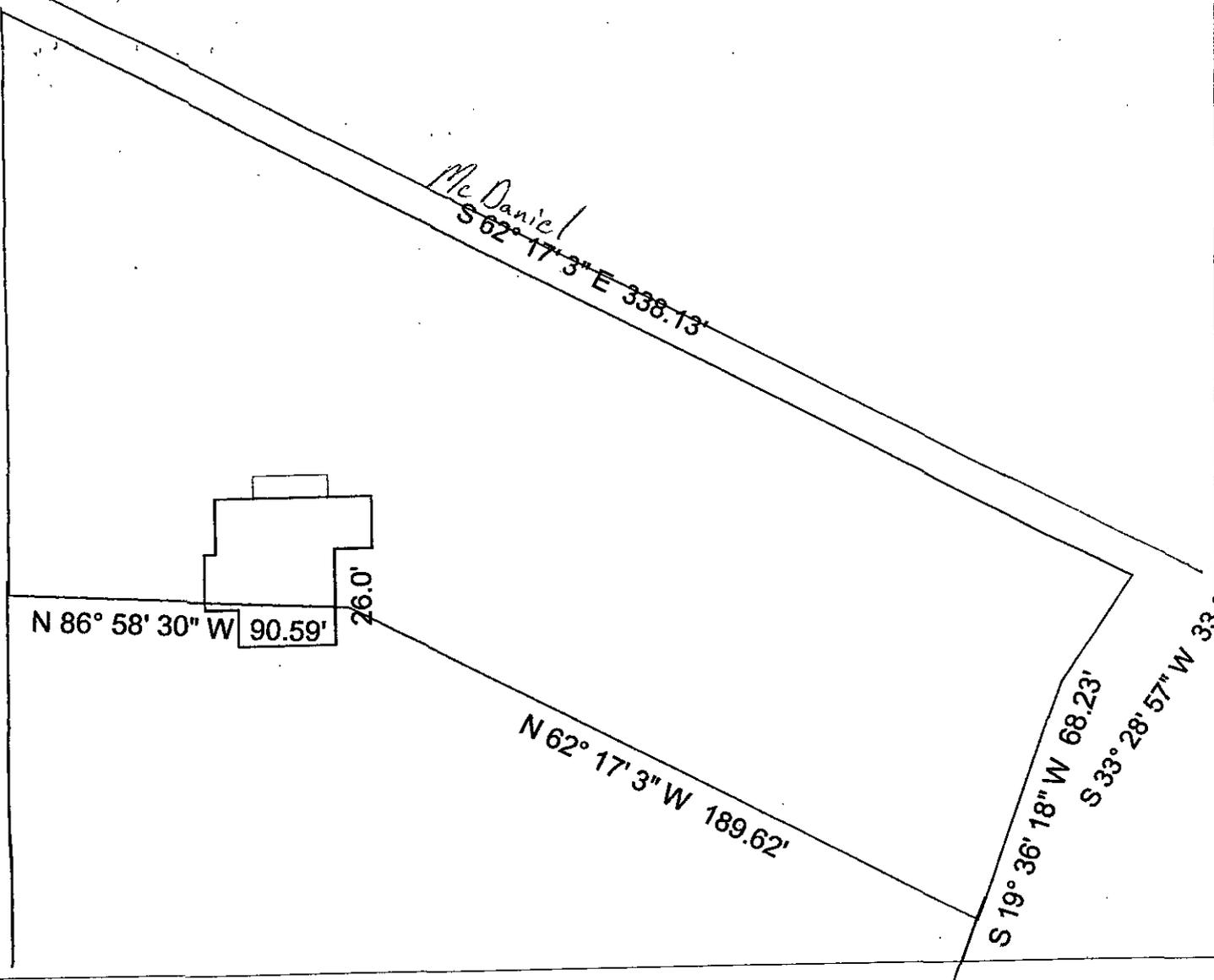
Owner's Site

S 27° 55' 45" W 22'

nts:

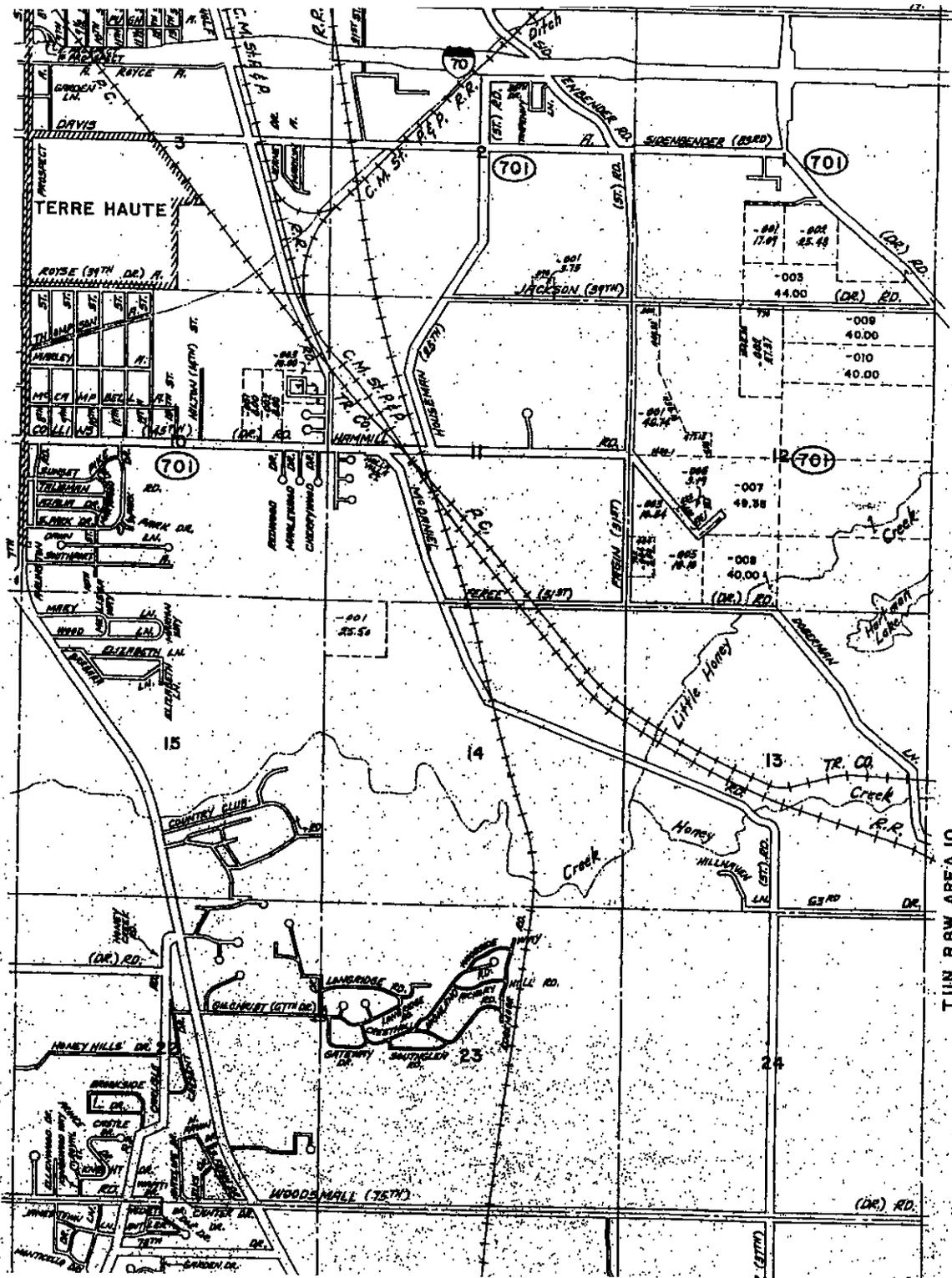


Owner's Home



ents:

Rental Site



T.11N. R.8W. AREA 10

FILED ENTERED FOR TAXATION
Subject to final acceptance for transfer

005446

RECEIVED FOR RECORD
97 APR 23 AM 9:16

APR 23 1997

WARRANTY DEED

PAUL MASON
VIGO CO. RECORDER

John A. Anderson Auditor
VIGO COUNTY

THIS INDENTURE WITNESSETH, THAT PAUL FRED LADIKA, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conveys and Warrants unto FREDDIE L. LADIKA, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

✓ All that part of the North West 1/4 of the south West 1/4 of Section 13, Township 11 North, Range 9 West lying South of the line of the Old Wabash and Erie Canal.

Except a strip 10 feet in width off the West side thereof.

Also Except, commencing at the Northwest Corner Section 13, Township 11 North, Range 9 West, Honey Creek Township, Vigo County, Indiana, thence south along and with the West line said Section 13, 2672.0 feet to the center line of the McDaniel Road. South 62 degrees 20 minutes East along and with center line said road 356.50 feet to the center line of Little Honey Creek, the place of beginning, thence South 62 degrees 20 minutes east along and with center line said road 350.50 feet; South 27 degrees 40 minutes West 735.0 feet to the center line Honey Creek, North 39 degrees 26 minutes 36 seconds west along center line Honey Creek 189.57 feet to the center line Little Honey Creek; thence along center line said creek the next two courses and distances; North 08 degrees 10 minutes 10 seconds east 270.72 feet, north 15 degrees 46 minutes 30 seconds east 414.97 feet to the place of beginning.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes prorated to the date hereof.

IN WITNESS WHEREOF the above referred to PAUL FRED LADIKA has hereunto set his hand and seal, this 21ST day of APRIL, 1997.

Paul Fred Ladika (SEAL)
PAUL FRED LADIKA

STATE OF INDIANA, VIGO COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 21ST day of APRIL, 1997, personally appeared PAUL FRED LADIKA and acknowledged the execution of this conveyance to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: JULY 25, 2000
My County of residence is: VIGO

Heather Jones
Notary Public
HEATHER JONES
Typewritten or printed name of notary

THIS INSTRUMENT WAS PREPARED BY: *Ronald E. Jumps*
Ronald E. Jumps, Attorney, Cox, Zwerner, Gambill & Sullivan, 511 Wabash Avenue, Terre Haute, IN 47807

MAIL TAX STATEMENTS TO: GRANTEE: 5837 MCDANIEL ROAD, TERRE HAUTE, IN 47802

RECEIVED FOR RECORD
AT 9 O'CLOCK M
RECORD 747 PAGE 1366

1997
Paul Mason
RECORDER VIGO COUNTY

OCT 21 2004

EXEMPT FROM DISCLOSURE

James W. Gambill
VIGO COUNTY AUDITOR

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT Freddie L. Ladika of Vigo County, State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conveys and Warrants unto Paul Fred Ladika, of Vigo County, State of Indiana, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

Lot 2 of McDaniel Estates Subdivision being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 11 North, Range 9 West recorded September 29, 2000 at Plat Record 34, Page 254 in the Office of the Vigo County Recorder.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes prorated to the date hereof.

IN WITNESS WHEREOF the above referred to Freddie L. Ladika has hereunto set his hand and seal, this 21 day of October, 2004.

Freddie L. Ladika (SEAL)
Freddie L. Ladika

STATE OF IN, Vigo COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 21 day of Oct, 2004, personally appeared Freddie L. Ladika and acknowledged the execution of the annexed Deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: 8.20.08
My County of residence is: VIGO

Debra S Reef
Notary Public
Debra S Reef
Typewritten or printed name of notary

THIS INSTRUMENT WAS PREPARED BY: *Ronald E. Jumps*, Ronald E. Jumps, Cox, Zwerner, Gambill & Sullivan, LLP, 511 Wabash Avenue, Terre Haute, IN 47807. Note: In preparing this instrument, preparer makes no warranties, expressed or implied, regarding the title conveyed by it.

MAIL TAX STATEMENTS TO: 12602 Pimento Circle Terre Haute IN 47802

WE, THE UNDERSIGNED Paul Fred Lapika, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AS McDonnell Estates SUBDIVISION. ALL STREETS AND ALLEYS NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

WITNESS OUR HANDS AND SEALS THIS 25th DAY OF August 2000

SIGNATURES: Paul Fred Lapika
PRINTED NAMES: PAUL FRED LAPIKA

STATE OF INDIANA
COUNTY OF VIGO SS:

BEFORE ME THE UNDERSIGNED NOTARY OF PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 25th DAY OF August 2000

Nancy L Swalls
NOTARY OF PUBLIC: NANCY L SWALLS

MY COMMISSION EXPIRES: 9-9-07 COUNTY OF Sullivan

THIS CERTIFIES THAT PROPER PUBLIC NOTICE OF HEARING WAS GIVEN AND THAT A MAJORITY OF MEMBERS OF THE VIGO COUNTY AREA PLAN COMMISSION CONCURRED IN APPROVAL OF THIS PLAT.

PRESIDENT: [Signature] DATE: 9-29-2000

SECRETARY: [Signature] DATE: 9-29-2000

Timothy J. Porter Sr. AICP, Deputy Secretary
DULY ENTERED FOR TAXATION THIS _____ DAY OF _____

VIGO COUNTY AUDITOR: James W Bramble
James W. Bramble

RECEIVED FOR RECORD THIS 29 DAY OF September 2000 AT _____ O'CLOCK, AND RECORDED IN PLAT BOOK 34 PAGE 254-255

VIGO COUNTY RECORDER: Mitchell Newton DATE: 9-29-00
Mitchell Newton

I, WILLIAM MAC STEELE, HERBY CERTIFIES THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THE PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON _____ AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN RULE 863-IAC-12, THAT ALL MONUMENTS OR MARKERS SHOWN HEREIN ACTUALLY EXIST AND THAT THEIR LOCATION, SIZE, AND TYPE OF MATERIAL ARE ACCURATELY SHOWN.

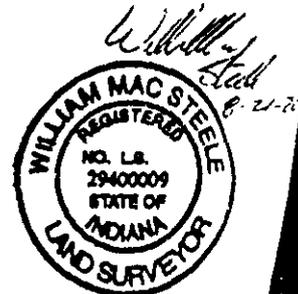
CERTIFIED BY: William Mac Steele
WILLIAM MAC STEELE L.S.

DATE: August 21 2000
FILE NO.: 080821-Mc 125



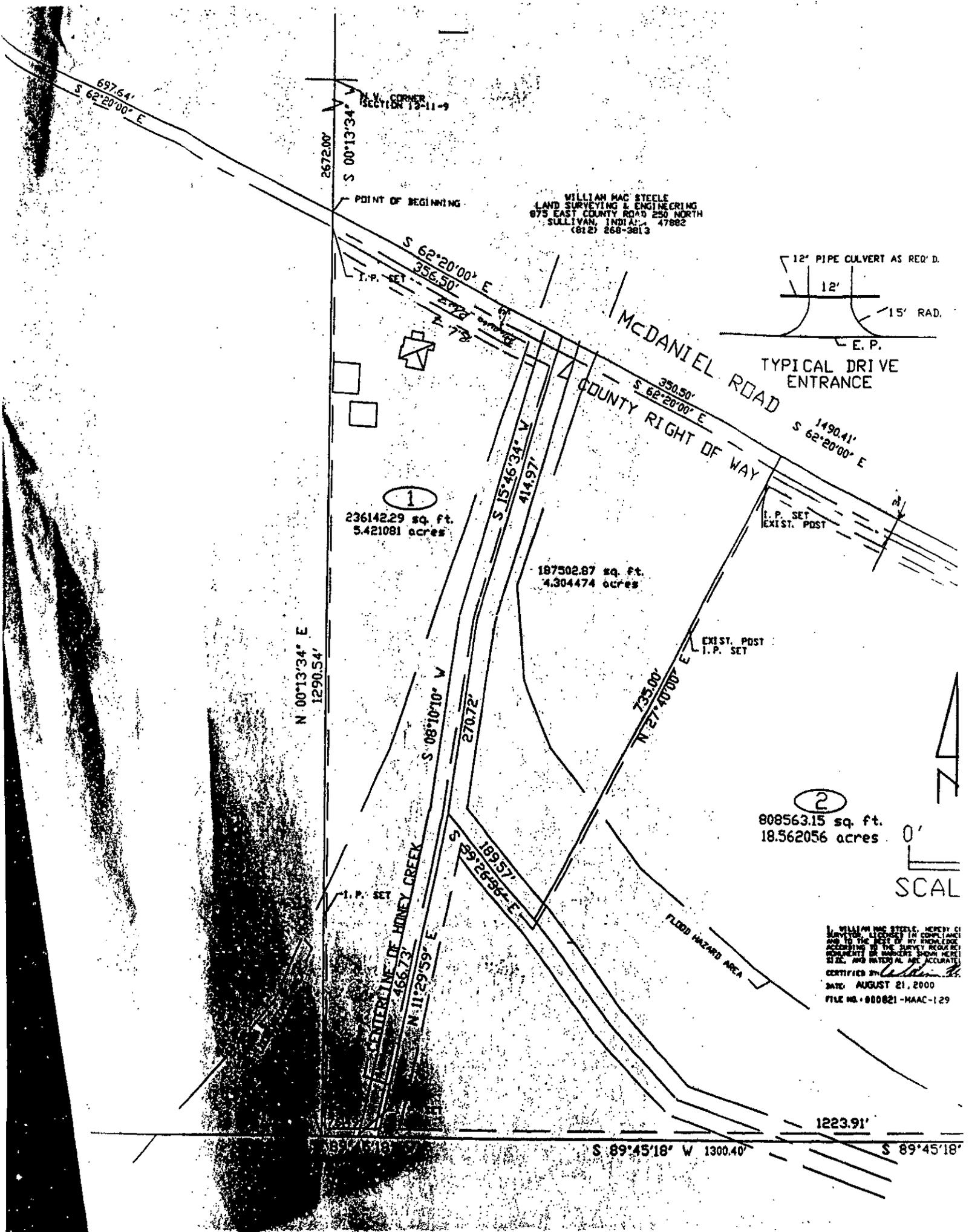
AREA PLAN COMMISSION

EGA Date: 09/29/2000 Time 10:06:32
Mitchell Newton
Vigo County Recorder
Filing Fee: 14.00
I 20001843 P 34/254

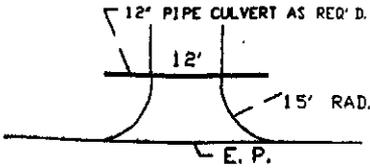


WILLIAM MAC STEELE
SURVEYOR

NOTARY SEAL



WILLIAM MAC STEELE
 LAND SURVEYING & ENGINEERING
 875 EAST COUNTY ROAD 250 NORTH
 SULLIVAN, INDIANA 47882
 (812) 268-3813



TYPICAL DRIVE ENTRANCE



I, WILLIAM MAC STEELE, HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1962 AND THE SURVEYING REGULATIONS OF THE STATE OF INDIANA. THE SURVEYING INSTRUMENTS AND METHODS USED WERE ACCURATE AND THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1962 AND THE SURVEYING REGULATIONS OF THE STATE OF INDIANA.
 CERTIFIED BY: *William Mac Steele*
 DATE: AUGUST 21, 2000
 FILE NO. 800821-MAAC-129

SURVEY IN REGARD TO PAUL FRED LADIKA
 2021 EAST HASSELBERGER DRIVE
 TERRE HAUTE, INDIANA 47807

RE: McDANIEL ESTATES

DESCRIPTION

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTH 1/2 SECTION 11 NORTH, RANGE 9 WEST, LYING SOUTH OF THE ERIE CANAL, EXCEPT A STRIP 10 FEET IN WIDTH OF SAID SECTION 11, ALSO EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11 WITH THE WEST LINE OF SAID TOWNSHIP, VIGO COUNTY, INDIANA, AND WITH THE WEST LINE OF SAID SECTION 13, 2,672.0 FEET TO THE WEST LINE OF MCDANIEL ROAD; THENCE S-62°20'00"-E ALONG SAID CENTERLINE 350.50 FEET TO THE CENTERLINE OF LITTLE HONEY CREEK; THENCE S-62°20'00"-E 350.50 FEET; THENCE S-27°40'00"-W 735.00 FEET TO THE CENTERLINE OF MONEY CREEK; THENCE N-39°26'36"-W ALONG THE CENTERLINE OF MONEY CREEK 414.97 FEET TO THE CENTERLINE OF LITTLE HONEY CREEK; THENCE N-08°10'10"-W 270.82 FEET TO THE PLACE OF BEGINNING, AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:
 BEGINNING AT A POINT S-00°13'34"-N (ASSUMED BEARING) 2,672.0 FEET TO THE CENTERLINE OF MCDANIEL ROAD OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 9 WEST, OF MONEY CREEK, VIGO COUNTY, INDIANA; THENCE S-62°20'00"-E ALONG SAID CENTERLINE 350.50 FEET TO THE CENTERLINE OF LITTLE HONEY CREEK; THENCE S-15°46'34"-W ALONG THE CENTERLINE OF LITTLE HONEY CREEK 414.97 FEET; THENCE S-08°10'10"-W ALONG SAID CENTERLINE OF MONEY CREEK 414.97 FEET; THENCE S-39°26'36"-E ALONG THE CENTERLINE OF MONEY CREEK 189.57 FEET; THENCE N-27°40'00"-E 735.00 FEET TO THE CENTERLINE OF MCDANIEL ROAD; THENCE S-62°20'00"-E ALONG SAID CENTERLINE 350.50 FEET TO THE CENTERLINE OF LITTLE HONEY CREEK; THENCE S-00°13'34"-W 604.64 FEET TO THE SOUTH LINE OF SECTION 11; THENCE S-89°45'18"-W ALONG SAID SOUTH LINE 1,300.40 FEET TO THE POINT OF BEGINNING.

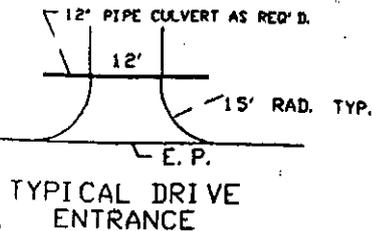
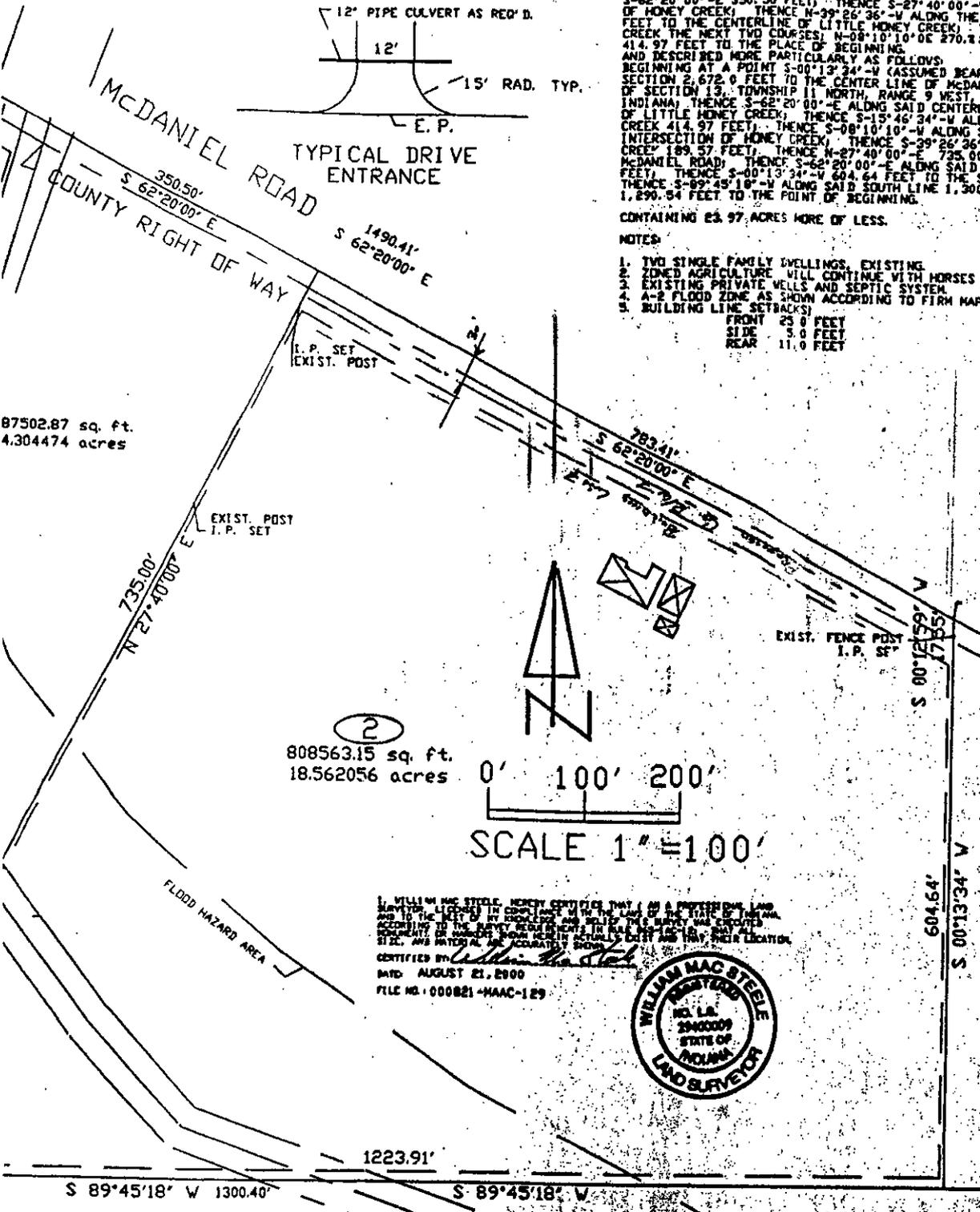
CONTAINING 23.97 ACRES MORE OR LESS.

NOTES

1. TWO SINGLE FAMILY DWELLINGS, EXISTING.
2. ZONED AGRICULTURE WILL CONTINUE WITH HORSES AND LIVESTOCK.
3. EXISTING PRIVATE WELLS AND SEPTIC SYSTEM.
4. A-2 FLOOD ZONE AS SHOWN ACCORDING TO FIRM MAPS.
5. BUILDING LINE SETBACKS:

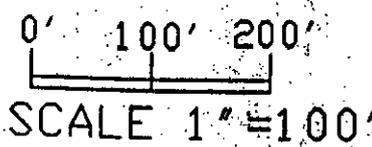
FRONT 25.0 FEET
 SIDE 5.0 FEET
 REAR 11.0 FEET

WILLIAM MAC STEELE
 AND SURVEYING & ENGINEERING
 5 EAST COUNTY ROAD 250 NORTH
 SULLIVAN, INDIANA 47882
 (812) 268-3813



87502.87 sq. ft.
 4.304474 acres

808563.15 sq. ft.
 18.562056 acres



I, WILLIAM MAC STEELE, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY WAS CONDUCTED ACCORDING TO THE SURVEY REQUIREMENTS IN EFFECT AT THE TIME THIS DOCUMENT IS FILED FOR RECORD HEREIN. I HAVE BEEN ADVISED THAT ALL MEASUREMENTS AND CALCULATIONS WERE MADE ACCURATELY AND THAT ALL INSTRUMENTS AND MATERIALS ARE ACCURATELY SHOWN.

CERTIFIED BY: *William Mac Steele*
 DATED: AUGUST 21, 2000
 FILE NO.: 000821-MAAC-129



LADIKA PAUL F

RR 23 BOX 399
TERRE HAUTE

IN 47802

L-R

0

L-NR

3760

MCDANIEL ESTATES
18.56 AC SURVY Co RD
D- 3847578 PL-34/254 9-29-00
13-11-9. ~~25.58 AC~~
LOT 2 18.56 AC
I-R

0
I-NR

3300

Ladika, Freddie L.
LADIKA, PAUL FRED

Geo. 442/1366

4-23-97

WD

2004024192

10-21-04

5.42 Ac fb: 020 Pl-34/254 0-29-00 #
Average Corrected to RMT.

LIMITED LIABILITY COMPANY WARRANTY DEED

THIS INDENTURE WITNESSETH That, KayJay, LLC., (Grantor), a limited liability company organized and existing under the laws of the State of Indiana, Conveys and warrants to Billy L. Brauer, (Grantee) of Vigo County, in the State of Indiana, for the sum of One and 00/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Vigo County, State of Indiana:

The East half (1/2) of Lot Five (5) and Fifteen (15) feet off the West side of Lot Six (6) in Block Twelve (12) in Tuell and Usher's Subdivision of a part of the Southeast Quarter (SE 1/4) of Section 15, Township 12 North, Range 9 West.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected managing member of Grantor and has been fully empowered by proper resolution of the mangers of Grantor to execute and deliver this deed; that Grantor has full capacity to convey the Real Estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed this 20 day of January, 2006.

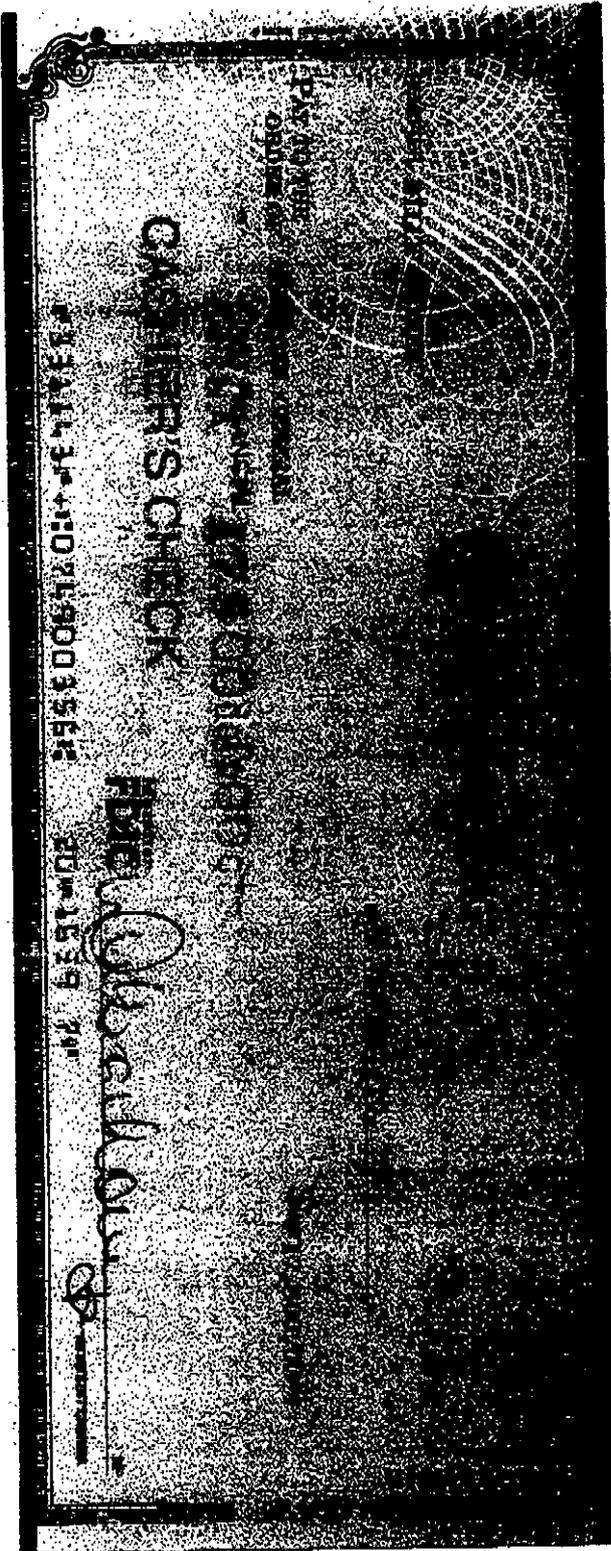
KayJay, LLC
By James G. Hutchinson
James G. Hutchinson, as Managing Partner

STATE OF INDIANA
COUNTY OF VIGO SS:

Before me, a Notary in and for said County and State, personally appeared James G. Hutchinson, as Managing Partner of KayJay, LLC; an Indiana Limited Liability Company, who acknowledged execution of the foregoing deed as such managing partner acting for and on behalf of said grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Dated this 20 day of January, 2006..

FEB - 6 2006



Copy of Down Payment placed on
 home \$17,500.00

Made Payable to "American General"

COUNTER OFFER # 1

11:00 A.M. P.M. January 6, 2006

The undersigned makes the following Counter Offer to the Purchase Agreement dated Jan 5, 2006
concerning property commonly known as 1530 2nd Ave
in Harrison Township, Vigo County, Terre Haute
Indiana between: Keyday, LLC as Seller(s)
and Billy Lee Brauer as Buyer(s).

- ① Price to be \$35,000. firm.
- ② Possession to be 30 days after closing
since property is tenant occupied.

Note: Seller has the right to accept any other offer and buyer has the right to withdraw any offer prior to written acceptance and delivery of such offer/counter offer.
All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

This Counter Offer # 1 is void if not accepted in writing on or before 5:00 A.M. P.M. Noon
on January 7, 2006

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

Keyday LLC by [Signature] 1/6/06
 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

PRINTED _____ PRINTED _____

ACCEPTANCE OF COUNTER OFFER # 1

The above Counter Offer # 1 is accepted at 5:00 A.M. P.M. Noon
January 7, 2006. Receipt of a signed copy of this Counter Offer is acknowledged.

Billy Brauer 1-7-06
 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

PRINTED _____ PRINTED _____



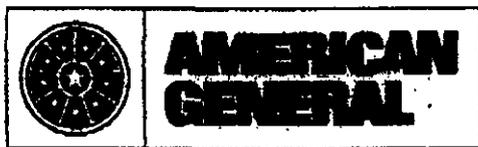
Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.
This is a legally binding contract, if not understood seek legal advice. Form #16A. Copyright © IAR 2002



JAN 13 2006

Phone:

Fax:



Branch Code Stamp

1-19-06
Date/Time

FACSIMILE FORM

Message To	Individual: <i>GABRIEL BELKEN</i>
	Company or Department: <i>DOT</i>
	Facsimile Number: <i>(317) 233-3055</i> Pages:
Message From	Individual: STEVE E FERN
	Location: AMERICAN GENERAL FINANCE INC.
	The individual above may be reached by phone at: (812) <u>232-0211</u> FAX # 812-234-5254 <small>"This is not a Fax number"</small>

MESSAGE TO RECIPIENT

RE: BRAUER

Purchase Agreement

&

PROF P-P

JAN 20 2006

070-00001 (REV. 5-94)

The information transmitted by this facsimile is intended only for the use of the individual or entity to which this message is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you should be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you.