

3

Parcel One Job # 08595363010/041 Hendricks County  
10th Street and Dan Jones Road Relocation Line Washington Township

**GAS LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **Lillie L. Watkins and Kevin L. Watkins**, hereinafter called the Grantor, of **Hendricks County, Indiana**, in consideration of the sum of One dollar (\$ 1.00 ) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to **Indiana Gas Company, Inc.**, an Indiana corporation doing business as **Vectren Energy Delivery of Indiana, Inc.**, its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Part of the Northwest Quarter of Section .....1....., Township .....15..... North, Range .....1..... East, County of **Hendricks, State of Indiana**, and being more particularly described as follows:

A gas line easement strip of ground described as follows:

Commencing at the northwest corner of said quarter section, said corner being at Indiana State Plane West Zone (North American Datum of 1983, CORS 96 EPOCH 2002.000) coordinate 1650528.444 North and 3150107.844 East; thence South 00 degrees 21 minutes 21 seconds East (grid bearing based on said Indiana State Plane West Zone) along the west line of said quarter section 736.71 feet (all distances in this description are horizontal ground distances) to the northwest corner of the Grantor's land; thence North 88 degrees 09 minutes 03 seconds East along the north line of the Grantor's land 50.02 feet to the Point of Beginning being a point on the east Right of Way line of Dan Jones Road as shown in Indiana Department of Transportation Plans Project No STP-8032, Designation No. 0100655 (the next two courses being along said Right of Way line); (1)thence South 00 degrees 21 minutes 21 seconds East 164.59 feet; (2)thence South 09 degrees 34 minutes 33 seconds West 57.98 feet to the south line of the Grantor's land; thence North 89 degrees 38 minutes 39 seconds East along said south line 30.46 feet; thence North 09 degrees 34 minutes 33 seconds East 55.33 feet; thence North 00 degrees 21 minutes 21 seconds West 167.98 feet; thence South 88 degrees 09 minutes 03 seconds West 30.01 feet to the Point of Beginning. Containing 0.15 acres more or less.

Together with all that part of the Grantor's land, if any, that lies between the west line of the above described tract of land and the east Right-of-Way line of Dan Jones Road.

See attached Exhibit "A" consisting of a survey drawing.

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

Said gas mains shall be installed at least .....36..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

3x3

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Quitclaim Deed** dated **September 16<sup>th</sup> 2003** and placed of record at Instrument Number **200300042474**, in the Office of the Recorder of **Hendricks County, Indiana**.

IN WITNESS WHEREOF, The Undersigned have set hereunto their hands and seal this

24<sup>th</sup> day of February, A.D., 20 09.

Lillie L. Watkins (SEAL) Kevin L. Watkins (SEAL)  
By: Lillie L. Watkins By: Kevin L. Watkins

STATE OF INDIANA }  
COUNTY OF HENDRICKS } ss:

Personally appeared before me this day Lillie L. Watkins and Kevin L. Watkins and acknowledged the execution of the above instrument to be by voluntary act and deed.

Witness my hand and notarial seal, this 24<sup>th</sup> day of February, 20 09.



Wm. L. Weismund  
NOTARY PUBLIC

Wm. L. Weismund  
PRINTED NAME

My Commission expires 2/20/17 My County of Residence is MARION

This instrument prepared by the Grantee named herein by Ronald R. Barker Agent for Vectren Corporation, 1600 Indianapolis Road, Greencastle, Indiana 46135, Telephone 812-231-6437.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Ronald R. Barker, Agent, Vectren Corporation.

Ronald R. Barker



Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, IN 46218  
317-826-7100  
317-826-7110 FAX

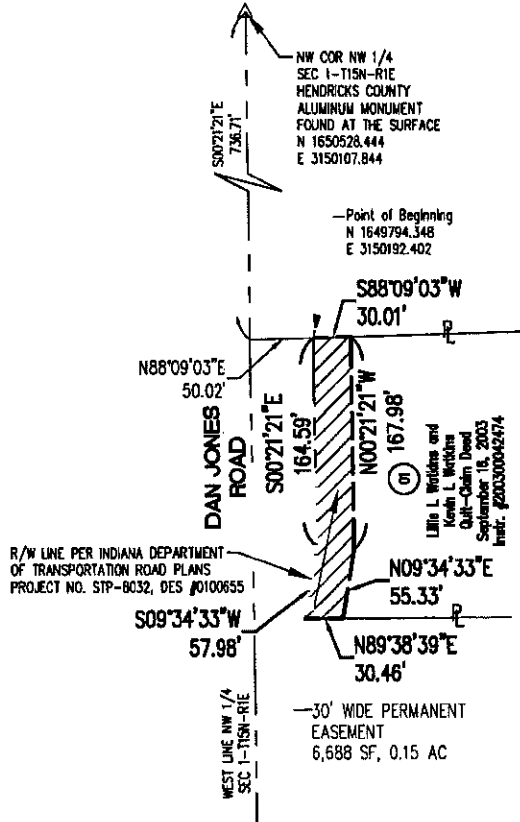
Engineering  
Surveying  
Architecture  
GIS-LIS  
Geology



VECTREN

Permanent Easement  
10th Street at Dan Jones  
Road Gas Pipeline  
Pt NW 1/4 Sec 1-15N-1E  
Washington Township  
Hendricks County, Indiana

Exhibit "A"



NOTE:  
The horizontal data shown on this survey are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. The coordinate values shown are in the Indiana State Plane Coordinate System West Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, CORS 96, EPOCH 2002-000, US Survey feet).

NOTE:  
All bearings, distances and coordinates are referenced to the Indiana State Plane - West Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.999975442. Distances shown hereon are GROUND distances. Combined Scale Factor has been applied.

*Curtis A. Candler*  
 Curtis A. Candler  
 Registered Land Surveyor #20400030  
 October 27, 2008



Job No. 7111.001  
 File No. S:\7a\7111\001\dwgs\Parcel 0X.dwg  
 Date 10/23/08 cxd

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report

Sheet 1 of 1

10



\* 2 0 1 1 1 5 3 8 3 1 0 \*

201115383

PAUL T HARDIN  
HENDRICKS COUNTY RECORDER  
07/15/2011 10:36:02AM

After Recording Return To:  
BANK OF AMERICA, N.A.  
ReconTrust Co./TX2-979-01-07  
4500 AMON CARTER BLVD  
FORT WORTH TX 76128

1063

[Space Above This Line For Recording Data]

IN1560891231703  
[Case #]

1105064  
[Escrow/Closing #]

00023546941007011  
[Doc ID #]

State of Indiana

# MORTGAGE

FHA Case No.

IN1560891231703

MIN 1000255-0001197877-0

THIS MORTGAGE ("Security Instrument") is given on JULY 08, 2011  
KEVIN L WATKINS, AND LILLIE L WATKINS, HUSBAND AND WIFE

. The Mortgagor is

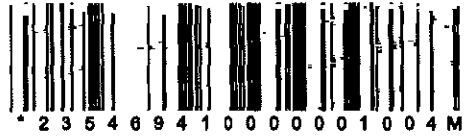
("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.

MERS FHA Mortgage-IN  
1004M-IN (03/11).01(d/l)

Page 1 of 9



\* 2 3 9 9 1 \*



\* 2 3 5 4 6 9 4 1 0 0 0 0 0 1 0 0 4 M \*

33-  
1041

CASE #: IN1560891231703

DOC ID #: 00023546941007011

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES, and has an address of 101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of NINETY TWO THOUSAND THREE HUNDRED SEVENTY THREE and 00/100

Dollars (U.S. \$ 92,373.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2041. 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns to MERS, the following described property located in

HENDRICKS County, Indiana:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF. LABEL NUMBER RAD676820 AND RAD 676821, 1992 THE COMMODORE CORPORATION, MODEL ED014, SERIAL NUMBER GR03169M3, LAND AND HOUSE WHICH IS AFFIXED AND ATTACHED TO THE LAND AND IS PART OF THE REAL PROPERTY.

Parcel ID Number: 321001100019000022

which has the address of

873 N COUNTY ROAD 800 E, AVON

[Street, City]

Indiana 46123-9617 ("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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.

MERS FHA Mortgage-IN  
1004M-IN (03/11).01

Page 2 of 9

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:  
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;  
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;  
Third, to interest due under the Note;  
Fourth, to amortization of the principal of the Note; and  
Fifth, to late charges due under the Note.
4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Gam-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure



proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

- 19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
- 20. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

CASE #: IN1560891231703

DOC ID #: 00023546941007011

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

- Condominium Rider       Growing Equity Rider       Other [specify]  
 Planned Unit Development Rider       Graduated Payment Rider

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

Kevin L. Watkins (Seal)  
KEVIN L. WATKINS -Borrower

Lillie L. Watkins (Seal)  
LILLIE L. WATKINS -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

CASE #: IN1560891231703

DOC ID #: 00023546941007011

STATE OF INDIANA,

Hendricks

County ss:

On this 8 day of July 2011, before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_

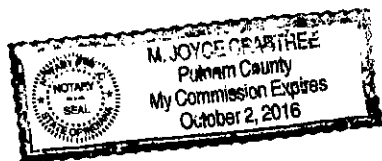
Kevin C Watkins and Lillie L Watkins husband and wife, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

10.2-2016

M. Joyce Crabtree  
Notary Public  
County of Residence: Putnam



This instrument was prepared by:

KAMA G. CARTER

BANK OF AMERICA, N.A.

10291 N MERIDIAN ST, SUITE 200, INDIANAPOLIS, IN 46290

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

M. Joyce Crabtree

MERS FHA Mortgage-IN  
1004M-IN (03/11).01

Page 9 of 9

**EXHIBIT "A"**

Part of the Northwest Quarter of Section One (1), Township 15 North, Range 1 East of the Second Principal Meridian in Washington Township, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at a bolt found marking the Northwest corner of the aforesaid quarter section; thence South 00 degrees 09 minutes 36 seconds West on and along the West line of aforesaid quarter section 736.71 feet to a P.K. Nail; thence North 88 degrees 40 minutes 00 seconds East 208.71 feet to an iron pin; thence South 01 degrees 04 minutes 59 seconds West 225.87 feet to an iron pin; thence North 89 degrees 50 minutes 24 seconds West 205.00 feet to a P.K. Nail; thence North 00 degrees 09 minutes 36 seconds East 220.40 feet to the Point of Beginning. Containing 1.06 acres, more or less. Subject to all highways, rights of way and easements.

**EXCEPT:**

A part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 15 North, Range 1 East, Hendricks County, Indiana, being more particularly described as follows:

Beginning at a point on the West line of said section South 0 degrees 27 minutes 32 seconds West 736.71 feet from the Northwest corner of said section; thence North 88 degrees 59 minutes 39 seconds East 50.02 feet along the North line of the grantors' land; thence South 0 degrees 27 minutes 32 seconds West 164.57 feet to a point; thence South 10 degrees 23 minutes 14 seconds West 58.00 feet to the South line of the grantors' land; thence North 89 degrees 30 minutes 42 seconds West 40.00 feet along said South line to the West line of said section; thence North 0 degrees 27 minutes 32 seconds East 220.40 feet along said West line to the Point of Beginning. Containing 0.247 acre, more or less, inclusive of the presently existing right of way which contains 0.050 acre, more or less, for a net additional taking of 0.197 acre, more or less.