

CITY OF CHARLESTOWN REDEVELOPMENT COMMISSION

304 Main Cross Street
Charlestown, Indiana 47111
502-572-5332
dcoombs82@gmail.com

February 10, 2026

Via Certified Mail; Return Receipt Requested

David Hayes Jr.
Christopher Hayes
101 Jackson Way
Charlestown, Indiana 47111

RE: Mortgage, Security Agreement, Financing Statement and Assignment of Rents, dated December 8, 2017 (the "Mortgage"), recorded December 8, 2017, as Instrument No. 201721984, in the Office of the Recorder of Clark County, Indiana covering the property located at 101 Jackson Way, Charlestown, Indiana 47111 (the "Property"), made by David W. Hayes, Sr. and Mary E. Hayes, husband and wife, in favor of the City of Charlestown, Indiana Redevelopment Commission (the "Commission")

Dear Mr. Hayes and Mr. Hayes:

As President of the Commission, I am reaching out to you to make you aware that the Commission is the current holder of a Promissory Note dated December 8, 2017 (the "Note"), evidencing a loan in the original principal amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Loan"), made by your parents, David W. Hayes, Sr. and Mary E. Hayes, in favor of the Commission, which Loan is secured by the Mortgage. Copies of the Mortgage and the Note are enclosed with this letter for reference.

My understanding is that your mother passed away on January 16, 2021, and that your father passed away on October 22, 2025. It was previously brought to the Commission's attention that on March 24, 2023, a Transfer on Death Deed ("TOD") was recorded for the Property in the Office of the Recorder of Clark County, Indiana in favor of both of you.

On September 5, 2023, I wrote a letter to your father notifying him that the terms of the Note and Mortgage prohibit the transfer of the Property without the Commission's prior written consent and that by executing the TOD in favor of both of you, that he had transferred his future interest in the Property in violation of the terms of the Loan. Shortly thereafter, your father reached out to the Commission and was informed that the Loan would be due and payable to the Commission upon his passing.

In light of your father passing away, please contact Jake Vissing at FBT Gibbons LLP (phone: 502-779-8408; email: jvissing@fbtgibbons.com), as legal counsel to the Commission, within thirty (30) days from the date of this letter to discuss repaying the Loan to satisfy the requirements of the Note and Mortgage.

101 Jackson Way
February 10, 2026
Page 2 of 2

Nothing herein shall be deemed a waiver by the Commission with regard to any rights and remedies available to the Commission under the Note, the Mortgage, or any other loan documents relating to the Loan and any other documents between the Commission and you (collectively, the "Loan Documents"). The Commission reserves all rights and remedies under the Loan Documents.

Thank you for your attention to this matter.

Very truly yours,

Derek Coombs, President
City of Charlestown Redevelopment Commission

Encl. Mortgage
Note

authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the following (the "Debt"):

i. The promissory note dated of even date herewith executed and delivered by the Mortgagor to the Mortgagee in the principal amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) maturing on the earlier to occur of: (a) the sale, lease, rental, abandonment, or transfer, whether voluntary or involuntary, the Premises, or any part thereof; (b) the refinancing or encumbering of the Premises; (c) the Mortgagor's no longer occupying the Premises as the Mortgagor's principal residence for a period of six (6) consecutive months; or (d) the Mortgagor's death (or the death of the last to die of the Mortgagor if more than one Mortgagor);

ii. All sums payable on or by reason of the promissory note and any other instrument securing payment of said promissory note and the performance and observance of all of the provisions hereof or any instrument securing payment of any of the foregoing;

iii. Any extensions, renewals, modifications and replacements of the foregoing, without limit as to number or frequency; and

iv. Reasonable attorneys fees incurred by Mortgagee in connection with the enforcement of said promissory note and this Mortgage.

The Mortgagor promises and agrees as follows:

1. **PERFORMANCE OF OBLIGATIONS.** Mortgagor shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing or securing the Debt.

2. **TAXES.** The Mortgagor shall pay when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, license fees, and other charges which may become a lien on the Premises prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately

furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any liens or security interest on all or any part of the Premises, and shall promptly discharge any unpermitted lien, security interest or encumbrance.

3. **INSURANCE.** Until the Debt is fully paid, Mortgagor shall keep the improvements now existing or hereafter erected on the Premises insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance and shall likewise maintain flood insurance (if the Premises are in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and the regulations under it). All insurance policies and renewals must be in the amounts (including deductible levels) and for the periods that are acceptable to the Mortgagee, must provide for payment to the Mortgagee in the event of loss regardless of any act or omission of the Mortgagor, must contain a standard mortgage clause naming Mortgagee as mortgagee and/or as an additional loss payee, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. What Mortgagee requires pursuant to the preceding sentences can change during the term of the Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagee's choice, which right shall not be exercised unreasonably. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor, subject to the Mortgagee's right to reimbursement of advances as set forth herein. The Mortgagor hereby assigns to the Mortgagee all unearned premiums of insurance and proceeds resulting from said insurance.

In the event of loss or damage, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor. Unless the Mortgagee and the Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by the Mortgagee, shall be applied to restoration or repair of the Premises, if the restoration or repair is economically feasible and the Mortgagee's security is not lessened. During such repair and restoration period, the Mortgagee shall have the right to hold such insurance proceeds until the Mortgagee has had an opportunity to inspect such Premises to ensure the work has been completed to the Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. The Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. The Mortgagee shall not be required to pay the Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by the Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of the Mortgagor. If the restoration or repair is not economically feasible or the Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the Mortgagor. Such insurance proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, and then toward payment of all or any part of the Debt, whether or not then due or payable.

If The Mortgagor abandons the Premises, the Mortgagee may file, negotiate and settle any available insurance claim and related matters. If the Mortgagor does not respond within 30 days to a notice from the Mortgagee that the insurance carrier has offered to settle a claim, then the Mortgagee may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if the Mortgagee acquires the Premises, the Mortgagor hereby assigns to the Mortgagee (a) the Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the note evidencing the Debt or this Mortgage, and (b) any other of the Mortgagor's rights (other than the right to any refund of unearned premiums paid by the Mortgagor) under all insurance policies covering the Premises, insofar as such rights are applicable to the coverage of the Premises. The Mortgagee may use the insurance proceeds either to repair or restore the Premises or to pay amounts unpaid under the note evidencing the Debt or this Mortgage, whether or not then due.

No loss or damage shall itself reduce the Debt.

4. **OCCUPANCY AND WASTE.** The Mortgagor shall occupy, establish, and use the Premises as the Mortgagor's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Premises as the Mortgagor's principal residence for at least one year after the date of occupancy, unless the Mortgagee otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond the Mortgagor's control. The Mortgagor shall also keep the Premises in good repair, shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. The Mortgagor consents to the appointment of a receiver under Indiana Law should the Mortgagee elect to seek such relief. Should the Mortgagor fail to keep the Premises in good condition and repair, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable federal, state and local laws, ordinances and regulations. The Mortgagee, or its authorized agent, shall have the right to enter upon and inspect the Premises at all reasonable times.

5. **ALTERATIONS, REMOVAL.** No building, structure, improvement, or fixture constituting any part of the Premises shall be removed, demolished, or substantially altered without the prior written consent of the Mortgagee.

6. **PAYMENT OF OTHER OBLIGATIONS.** The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises, and shall not permit any lien or charge of any kind to accrue and remain outstanding against the Premises.

7. **ASSIGNMENT OF LEASES AND RENTS.** As additional security for the Debt, Mortgagor assigns to Mortgagee all oral or written leases, and the rents, issues, income, and profits under all leases or licenses encumbering any portion of the Premises, present and future (hereinafter referred to as the "Leases"), and, in connection herewith, covenants, warrants and agrees with Mortgagee as follows:

(a) Mortgagor represents and warrants that Mortgagor has full right and title to assign the Leases and the rents, income, and profits due or to become due from the Premises; that there are no outstanding assignments or pledges thereof or of the Leases or rents; that there are no existing defaults under the provisions of any of the existing Leases; that no rents have been waived, anticipated, discounted, compromised, or released, except as may be stated in the Leases; and that the tenants under the existing Leases have no defenses, setoffs, or counterclaims against Mortgagor.

(b) Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority to collect the rents, issues, and profits hereby assigned. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues, and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues, and profits (but not more than one month in advance) prior to, or at any time there is not, the occurrence of any of the events of default set forth in this Mortgage. Mortgagor hereby further assigns to Mortgagee any award made hereafter to Mortgagor in any court proceeding involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by tenants in lieu of rent and hereby appoints Mortgagee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment. This assignment of the rents, issues, and profits of the Premises is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues, and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of any of the events of default set forth in this Mortgage and Mortgagee may give written notice of this assignment to any or all tenants.

(c) Upon the occurrence of any Event of Default, Mortgagee may, at any time without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of any other security for the Debt, enter upon and take possession of the Premises, or any part thereof, and in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, to the payment of the Debt, or any part thereof, in such order and manner as Mortgagee may determine. The collection of such rents, issues, and profits, the application of the same to payment of the Debt as aforesaid, or the entering upon and taking possession of the Premises shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

(d) Mortgagor agrees to execute and deliver, at the request of Mortgagee, all such further assurances and assignments of the Leases as Mortgagee shall from time to time require

(e) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale hereunder, then forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally, or by its agent or attorneys. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any of the Leases or new leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under said Leases or new leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said Leases or new leases. Should Mortgagee incur any such liability, loss, or demand, under said Leases or new leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

8. **SECURITY AGREEMENT.** This Mortgage also constitutes a security agreement within the meaning of the Indiana Uniform Commercial Code ("UCC") and Mortgagor grants to Mortgagee a security interest in the fixtures and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage and any other document executed as security for the Debt, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

9. **REIMBURSEMENT OF ADVANCES.** If Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, failure to maintain insurance, code enforcement, insolvency, bankruptcy or probate proceedings), then Mortgagee, at its sole option, may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorney's fees and entry upon the Premises to make repairs). Any amounts disbursed shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor.

10. **DUE ON TRANSFER.** If all or any part of the Premises or any interest in the Premises is transferred without Mortgagee's prior written consent, Mortgagee may, at its sole option, declare the Debt to be immediately due and payable.

11. **NO ADDITIONAL LIEN.** Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien or security interest against the interest of Mortgagor in the Premises, or any part thereof, without the prior written consent of Mortgagee, and then only when the document granting that lien or security interest expressly provides that it shall be subject to lien and security interest of this Mortgage for the full amount secured by this Mortgage, and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

12. **ENVIRONMENTAL MATTERS.** As used in this Mortgage: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Premises. The Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Premises. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises (including, but not limited to, hazardous substances in consumer products).

The Mortgagor shall promptly give the Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which the Mortgagor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Premises. If the Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, the Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on the Mortgagee for an Environmental Cleanup.

13. **EVENTS OF DEFAULT/ACCELERATION.** Upon the occurrence of any of the following ("Event of Default"), Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (a) the Mortgagor fails to pay when due any amount payable under any agreement evidencing the Debt; (b) the Mortgagor (i) fails to observe or perform any other agreement

evidencing or securing the Debt, or (ii) makes any materially incorrect or misleading representation in any application or financial statement or other information delivered to the Mortgagee; (c) the Mortgagor defaults under the terms any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction; (d) Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to Mortgagee; (e) Mortgagor becomes insolvent or unable to pay its debts as they become due; (f) Mortgagor (i) makes an assignment for the benefit of creditors, or (ii) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (iii) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (g) a custodian, receiver, or trustee is appointed for Mortgagor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment; or Mortgagor consents to such appointment; (h) proceedings are commenced against Mortgagor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement; or Mortgagor consents to the commencement of such proceedings; (i) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (j) Mortgagor sells, transfers or hypothecates any part of the Premises without the prior written consent of Mortgagee; or (k) Mortgagor dies (or in the case of more than one Mortgagor, is the last to die).

14. **REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, the Mortgagee is authorized to commence foreclosure proceedings against the Premises through judicial proceedings, and in addition or alternatively to take any other actions permitted under applicable law. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as Indiana law allows. The proceeds of such sale shall be retained by the Mortgagee, up to the amounts due it, including costs of the sale, appraisal, costs, any environmental investigation and remediation paid for by the Mortgagee, and reasonable attorney's fees. By executing this Mortgage, the Mortgagor waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

15. **REPRESENTATIONS.** The Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require consent or approval of any governmental authority or any third party, and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. The Mortgagor further represents that all applications, if any, furnished to the Mortgagee are accurate, true and correct.

16. **NOTICES.** All notices hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, postage fully paid, return receipt requested, or by overnight nationwide commercial courier addressed to the parties at the addresses set forth in the introductory

paragraph of this Mortgage or at such other address as any of the parties may from time to time designate by written notice given as herein required. Mailed notices shall not be deemed given or served until three business days after the date of mailing thereof or if delivery is by nationwide commercial courier, service of notice shall be deemed given one business day after the date of delivery thereof to said courier. Rejection or refusal to accept, or inability to deliver because of changed addresses or because no notice of changed address was given, shall be deemed a receipt of such notice.

17. **GOVERNING LAW AND JURISDICTION.** This Mortgage has been delivered to and accepted by the Mortgagee in the State of Indiana, and this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Indiana. The loan transaction which is evidenced by the Debt and this Mortgage has been applied for, considered, approved and made in the State of Indiana.

18. **MISCELLANEOUS.** If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several. This Mortgage shall be governed by Indiana law except to the extent it is preempted by federal law or regulation.

19. **WAIVER OF JURY TRIAL.** The Mortgagee and the Mortgagor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transaction contemplated by this Mortgage or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both of them.

20. **FINANCING STATEMENT.** This Mortgage is intended to be a financing statement within the purview of Section 9-402 of the Uniform Commercial Code with respect to those items of equipment,

goods or inventory which are fixtures on the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the introductory paragraph hereof. This Mortgage is to be filed for record in the real estate records of the county where the Premises are located. Debtor is the record owner of the Premises.

"Mortgagor":

David W. Hayes, Sr.

David W. Hayes, Sr.

Mary E. Hayes

Mary E. Hayes

STATE OF INDIANA)

) SS:

COUNTY OF FLOYD)

BEFORE ME, the undersigned, a Notary Public, in and for the above named County and State, personally appeared David W. Hayes, Sr. and Mary E. Hayes, husband and wife, and acknowledged the execution of the foregoing Mortgage, Security Agreement, Financing Statement and Assignment of Rents as their personal act and deed.

WITNESS my hand and notarial seal this 8th day of December, 2017.

Keith D. Mull

Keith D. Mull, Notary Public



My Commission expires:
March 21, 2023

Resident of Floyd County

*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, and that this instrument was prepared by:*

Alan M. Applegate
APPLEGATE FIFER PULLIAM LLC
428 Meigs Avenue
Jeffersonville, Indiana 47131-1418
(812) 284-9499

[Handwritten scribbles]

EXHIBIT A to Appendix 4

Being Lot No. 1 as shown on the recorded Plat of Villas of Springville Manor Subdivision, recorded in Plat Book 17, Page 20 (Instrument No. 201713102), in the Office of the Recorder of Clark County, Indiana.

DMS 11025409v2

d. The Borrower's death (or the death of the last to die of Borrower if more than one Borrower);

With respect to item 2(c) above, in the event the Borrower (or both of them if more than one Borrower) has been placed in a health care institution, the Borrower shall not be deemed to have terminated the Borrower's occupancy of the Mortgaged Property as the Borrower's principal residence and the Maturity Date shall not be deemed to have occurred until the earlier to occur of one of the other dates described above.

3. Collateral and Mortgage. Borrower acknowledges this Note is secured by a Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement executed simultaneously with this Note against the Mortgaged Property (the "Mortgage"). Borrower further agrees to be bound by the terms and conditions of the Mortgage and agrees that the terms and conditions of the Mortgage are incorporated into this Note as if fully set forth herein.

4. Verification of Principal Residency. The Borrower agrees to submit, at the request of the Lender, documentation verifying Borrower's principal residency at the Mortgaged Property, including but not limited to verification of mailing address by the U.S. Postal Service, current utility bills, real estate assessment or tax documents and other documents as requested by the Lender.

7. Acceleration Upon Default. Each Borrower joint and severally agree that the occurrence of any default on these conditions shall render the total principal amount of this loan, together with accrued and unpaid interest thereon, immediately due and payable to the Lender.

8. Default. The total principal amount of this Note becomes immediately due and payable to the Lender if the Borrower, without the Lender's prior written consent:

(a) defaults in, or fails to perform, any provision of this Note or the occurrence of and "Event of Default" as defined in the Mortgage,

(b) the Borrower commits waste or destroys, damages or substantially changes the Mortgage Property or allows the Mortgage Property to deteriorate, reasonable wear and tear excepted, or

(c) the Borrower gave or in the future gives materially false or inaccurate information or statements to the Lender (or failed to provide Lender with any material information), in connection with the indebtedness evidenced by this Note.

9. Payments. Payments or correspondence required by this Note for the Lender shall be directed to the Lender at _____ Charlestown, Indiana 47129.

10. Waiver. No delay or omission on the part of the Lender in exercising any right under this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

11. Waiver of Protest. The Borrower on this Note expressly waives presentment, protest, demand, notice of dishonor or default, valuation and appraisal, and notice of any kind with respect to this Note.

12. Waiver Of Jury Trial. The Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waives any right either of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. The Borrower shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by Lender except by a written instrument executed by Lender.

BEFORE SIGNING THIS NOTE, I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS AND I AGREE TO THE TERMS OF THIS NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:

David W. Hayes, Sr.

David W. Hayes, Sr.
Printed Name

Date: 12-08-2017

Mary E. Hayes

Mary E. Hayes
Printed Name

Date: 12-8-17

[THIS PROMISSORY NOTE AND THE MORTGAGE MUST BE SIGNED ON THE SAME DATE.]