

STATE OF INDIANA) IN THE MARION CIRCUIT/SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO. 49__-06__-MF-_____

U.S. BANK NATIONAL ASSOCIATION, AS)
TRUSTEE,)

Plaintiff,)

vs.)

JESSIE J. ROBINSON, MAMIE ROBINSON, and)
UNKNOWN TENANT, WHOSE TRUE NAME IS)
UNKNOWN,)

Defendants.)

490180812MF050015

FILED

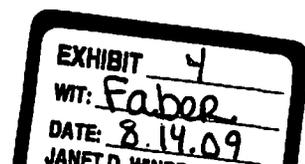
(115) DEC 11 2006

Doris Anne Sadler
CLERK OF THE MARION CIRCUIT COURT

COMPLAINT ON NOTE AND TO FORECLOSE
MORTGAGE ON REAL ESTATE

Comes now the Plaintiff, U.S. Bank National Association, as Trustee (hereinafter referred to as "U.S. Bank"), and for its cause of action against the Defendants, alleges and says:

1. The real estate at issue in this cause of action is located in Marion County, Indiana.
2. On or about September 30, 2005, Jessie J. Robinson and Mamie Robinson executed and delivered to Mercantile Mortgage Company a promissory note in the original principal sum of \$66,000.00, wherein Mercantile Mortgage Company is named as the payee. A copy of the promissory note is attached hereto and made a part hereof as Exhibit "A".
3. On or about September 30, 2005, in order to secure repayment of the sums due and owing pursuant to the terms of the promissory note, Jessie J. Robinson and Mamie Robinson executed a mortgage, wherein they granted Mortgage Electronic Registration Systems, Inc., as nominee for Mercantile Mortgage Company (hereinafter referred to as "Mercantile") a security interest in the real estate more particularly described in Exhibit "B" and commonly known as 1146 Holmes Avenue, Indianapolis, IN 46222, (hereinafter referred to as "the mortgaged property"), and



said mortgage was recorded on October 6, 2005, as Instrument No. 2005-0166463 in the Office of the Recorder of Marion County, Indiana. A copy of the mortgage is attached hereto and made a part hereof as Exhibit "C".

4. Mercantile has assigned its interest in the promissory note and mortgage to U.S. Bank, the current holder of the promissory note and mortgage.
5. Jessie J. Robinson and Mamie Robinson defaulted pursuant to the terms of the promissory note and mortgage by failing to tender to U.S. Bank the monthly mortgage payment as promised.
6. The last payment received by U.S. Bank was for the payment due August 1, 2006, and since receipt of that payment, no additional payments have been received by U.S. Bank.
7. Pursuant to the promissory note and mortgage, U.S. Bank has accelerated the indebtedness due and owing under the promissory note and mortgage.
8. There is currently due and owing to U.S. Bank the unpaid principal balance of \$65,618.07, together with interest at the rate of 8.990% per annum from August 1, 2006, to the present date, and further interest will accrue from the present date at the rate of 8.990% per annum.
9. The mortgage provides that lender shall be entitled to collect all expenses incurred in pursuing foreclosure, including but not limited to, reasonable attorney fees and costs. U.S. Bank has incurred attorneys' fees and costs, and may incur additional attorney fees and costs relating to this case.
10. U.S. Bank is entitled to a Decree of Foreclosure pursuant to Indiana Code §32-30-10-3 and the terms of the mortgage.

11. The Unknown Tenant residing at the mortgaged property, whose true name(s) is unknown to Plaintiff, is joined as a party Defendant in this action to assert any interest he/she/they may have in the mortgaged property.

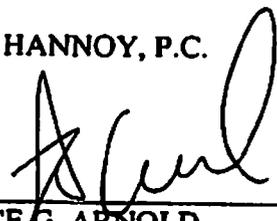
Wherefore, Plaintiff sues and demands judgment as follows:

- a. A personal judgment against Jessie J. Robinson and Mamie Robinson in the sum of \$65,618.07, together with interest from and after the date of default at the rate of 8.990% per annum, with reasonable attorneys' fees and costs of this action, and other expenses incurred in connection with this cause;
- b. A judgment declaring U.S. Bank's mortgage to be a valid and enforceable first priority lien against the mortgaged property;
- c. A judgment ruling that any interest which the Defendants may have in the mortgaged property be extinguished, and that the equity of redemption of said Defendants be foreclosed and barred, after the redemption period has expired;
- d. A judgment ordering that the Sheriff of this County sell the mortgaged property after the stay of execution period expires, after Plaintiff files a praecipe for sale, and after the notice requirements of IC 32-29-7-3 have been satisfied, with the proceeds of sale to be disbursed pursuant to Indiana Code §32-30-10-14; and

e. For all other relief just and proper in the premises.

FEIWELL & HANNOY, P.C.

By



BRUCE G. ARNOLD
Attorney No. 21525-49

BRUCE G. ARNOLD
FEIWELL & HANNOY, P.C.
251 North Illinois Street
Suite 1700
P.O. Box 44141
Indianapolis, IN 46204
(317)237-2727

NOTICE

FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

LOAN NO. [REDACTED]

MIN NO. [REDACTED]

NOTE

SEPTEMBER 30 . 2005
(Date)

FISHERS
(City)
1146 HOLMES AVE
INDIANAPOLIS, IN 46222
(Property Address)

IN
(State)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 66,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **MERCANTILE MORTGAGE COMPANY, A CORPORATION**

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on NOVEMBER 1, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 470 OLDE WORTHINGTON ROAD, STE. 300, WESTERVILLE, OH 43082

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 530.58 .

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

J.R.

MA

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6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, 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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jessie J. Robinson (Seal)
JESSIE J. ROBINSON -Borrower

Mamie Robinson (Seal)
MAMIE ROBINSON -Borrower

Social Security Number [REDACTED]

Social Security Number [REDACTED]

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Social Security Number _____

Social Security Number _____

(Sign Original Only)

**ADDENDUM TO NOTE
PREPAYMENT PENALTY**

This addendum is made this **SEPTEMBER 30, 2005** and amends a Note in the amount of **\$\$66000.00**, (the "Note") made by the person(s) who sign below ("Borrower") to **MERCANTILE MORTGAGE COMPANY, ("Lender")**.

In addition to the agreements and provisions made in the Note, both Borrower and Lender further agree as follows:

Prepayment Charge: First Year 2.0%, Second Year 2.0%, Third Year 2.0%

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a full prepayment. A prepayment of only part of the unpaid principal is known as a "partial prepayment".

I may make a partial prepayment without paying any charge. If I make a full prepayment, I will pay a prepayment charge equal to the principal balance prepaid times the applicable percentage shown above. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time.

Jessie J. Robinson Date 9/30/05
JESSIE J. ROBINSON

Mamie Robinson Date 9/30/05
MAMIE ROBINSON

_____ Date _____

_____ Date _____



**ALLONGE
ADDENDUM TO THE NOTE**

MERS MIN #: [REDACTED]

LOAN NUMBER [REDACTED]

BORROWER'S NAME: JESSIE J. ROBINSON AND MAMIE ROBINSON

PAY TO THE ORDER OF :

WITHOUT RECOURSE THIS 10/31/05.

This Allonge deletes and supersedes any endorsement appearing on a Note
from JESSIE J. ROBINSON
AND MAMIE ROBINSON, WIFE AND HUSBAND

in the amount of \$ 66000.00 dated 09/30/05.

MERCANTILE MORTGAGE COMPANY, A CORPORATION

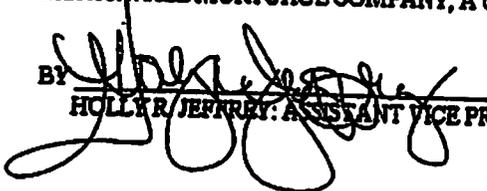
BY 
HOLLY R. JEFFREY: ASSISTANT VICE PRESIDENT

EXHIBIT "B"

Lot Number 99 in Ferndale, an Addition to the City of Indianapolis, Marion County, Indiana, as per plat thereof recorded in Plat Book 14, page 78 in the Office of the Recorder of Marion County, Indiana.

More commonly known as 1146 Holmes Avenue, Indianapolis, IN 46222.

1146
Holmes Avenue
Indianapolis, IN 46222

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Q

Prepared by and When Recorded Return To:
BRANDY / TODD
MERCANTILE MORTGAGE COMPANY
470 OLDE WASHINGTON ROAD, STE. 300
WESTERVILLE, OH 43082

----- (Space Above This Line For Recording Date) -----
LOAN NO. [REDACTED] MORTGAGE MIN [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 15, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 30, 2005**, together with all Riders to this document.
(B) "Borrower" is

MARIE ROBINSON AND JESSIE J. ROBINSON, WIFE AND HUSBAND

Borrower to the mortgage under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2024, Pilot, MI 48591-2024, tel. (888) 679-MERS.

(D) "Lender" is
MERCANTILE MORTGAGE COMPANY
Lender is a **CORPORATION** organized and existing under the laws of **ILLINOIS**.
Lender's address is
470 OLDE WASHINGTON ROAD, STE. 300
Westerville, OH 43082

(E) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 30, 2005**. The Note states that Borrower owes Lender **SIXTY-SIX THOUSAND AND 00/100** Dollars (U.S. \$ **66,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **OCTOBER 1, 2035**.

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

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

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

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

LEGAL DESC.

INDIANA - Single Family - Planned Unit/Developable Sites UNIFORM INSTRUMENT WITH MERS

Form 2015 (02/02)

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Inst # 0003-0166463

MARION, IN
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