

STATE OF INDIANA	)	IN THE MARION CIRCUIT/SUPERIOR COURT
	)SS:	
COUNTY OF MARION	)	CAUSE NO. 49 -07 -MF-
U.S. BANK NATIONAL ASSOCIATION	)	
AS TRUSTEE,	)	2900707 634 5.1 10-5
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
MAMIE ROBINSON,	)	
and UNKNOWN TENANT WHOSE TRUE	)	
NAME IS UNKNOWN,	)	
	)	
Defendants.	)	

**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, now deceased, and Mamie Robinson executed and delivered to Mercantile Mortgage Company (hereinafter referred to as "Mercantile") a promissory note in the original principal sum of \$66,000.00, wherein Mercantile 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, now deceased, and Mamie Robinson executed a mortgage, wherein they granted Mortgage Electronic Registration Systems, Inc. as nominee for Mercantile Mortgage Company a security interest in the real estate more

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III.A/3243-2205.

EXHIBIT 5  
 WIT: Faber  
 DATE: 8.14.09

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. Mortgage Electronic Registration Systems, Inc. as nominee for Mercantile Mortgage Company 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 died on or about December 7, 2006. At the time of his death, Jessie J. Robinson and Mamie Robinson held title to the mortgaged property as tenants by entireties. Accordingly, by operation of law, upon the death of Jessie J. Robinson title vested in the surviving spouse, Mamie Robinson.

6. Jessie J. Robinson, now deceased, 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.

7. 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.

8. Pursuant to the promissory note and mortgage, U.S. Bank has accelerated the indebtedness due and owing under the promissory note and mortgage.

9. 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.

10. 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.

11. U.S. Bank is entitled to a Decree of Foreclosure pursuant to Indiana Code §32-30-10-3 and the terms of the mortgage.

12. 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 Mamie Robinson and an in rem judgment against the mortgaged property 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;

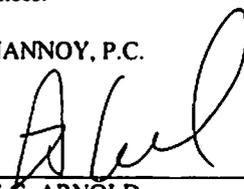
c. A judgment ruling that any interest which the Defendants may have in the mortgaged property be extinguished, and that the equity of redemption of said Defendants be foreclosed and barred, after the redemption period has expired;

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.**

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 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."  
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.

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 those amounts in full on that date, which is called the "Maturity Date." I will also be responsible for those amounts in full on that date, which is called the "Maturity Date."  
I will make my monthly payments at  
470 OLDE NORTHINGTON ROAD, STE. 300, WESTVILLE, OR 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. \$ 530.53.

4. BORROWER'S RIGHT TO PREPAY  
I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will not charge me a Prepayment charge if I have not made all the monthly payments due under the Note.  
When I make a Prepayment, I will give written notice to the Lender.  
I will make a Prepayment of the amount of Principal that I owe under this Note. However, the Note Holder will not charge me a Prepayment charge if I have not made all the monthly payments due under the Note.  
Principal amount of the Note is \$ 66,000.00.  
My monthly payment will be in the amount of U.S. \$ 530.53.

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 limits; 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.

**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. Those 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 obligated to do these things. A person who is a guarantor, surety, or endorser of this Note is a guarantor, surety, or endorser of this Note and may enforce its rights under this Note against each person who signs this Note. Each person who signs this Note 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 present the Note to the issuer for payment when it is due. "Notice of Dishonor" means the right to require the Note Holder to give notice to me when the Note is not paid when it is due.

**10. UNIFORM SECURED NOTE**

This Note is a Security Instrument, a Mortgage, Deed of Trust, or other instrument that secures the debt described in this Note, prevents the Note Holder from possibly losing the debt described in this Note, and gives the Note Holder the right to enforce its rights under this Note against each person who signs this Note.

If I am not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's 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                     

Social Security Number                     

\_\_\_\_\_  
(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 \$366000.00, (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 dates or changes in the amount of my monthly payments unless the Note Holder agrees to such delays or changes. I agree to 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

MMC94

**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

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

MERCANTILE MORTGAGE COMPANY, A CORP. OF CALIFORNIA

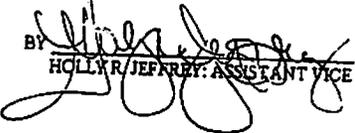
BY   
HOLLY R. JEFFREY, ASSISTANT VICE PRESIDENT

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.

B

13  
G

Prepared by and When Recorded Return To:  
BRANDY / TODD  
MERCANTILE MORTGAGE COMPANY  
470 OLDS NORTHINGTON ROAD, STE. 300  
KEESERVILLE, OH 43082

-----[Space Above This Line For Recording Date]-----  
LOAN NO. [REDACTED] MORTGAGE NUMBER [REDACTED]

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 11, 12, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instruments" means this document, which is dated **SEPTEMBER 30, 2006**, together with all Riders to this document.

(B) "Borrower" is  
**NAMIE ROBINSON AND JESSIE J. ROBINSON, WIFE AND HUSBAND**

Borrower is the mortgagee 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 2028, P.O. Box 4810-2028, Mt. Airy, NC 28550-2028.

(D) "Lender" is  
**MERCANTILE MORTGAGE COMPANY**  
Lender is a corporation organized and existing under the laws of  
**ILLINOIS** . Lender's address is  
**470 OLDS NORTHINGTON ROAD, STE. 300**  
**KEESERVILLE, OH 43082**

(E) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 30, 2005**. The Note states that Borrower owes Lender  
**SIXTY-SEVEN 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 by 10/1 not later than **OCTOBER 1, 2015**.

(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
- Joint Unit Development Rider
- 1-4 Family Rider
- Second Home Rider
- Biweekly Payment Rider
- Balloon Rider
- Other(s)

LEGAL INSTRUMENT

2006/10/01 09:58:00 AM CITY RECORDS 100 1000 10000 10000  
ISBN 0-8003-0164-4-3

