

~~This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.~~

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE SUPERIOR COURT OF
LAKE COUNTY
CROWN POINT, INDIANA

CHARTER ONE CREDIT CORP.

Filed in Open Court
PLAINTIFF)

vs.

OCT 29 2002)

CAUSE NO. 45D10-0201-
MF-00007

JEAN RANDOLPH;

Anna M. Anton
CLERK LAKE SUPERIOR COURT)
DEFENDANTS)

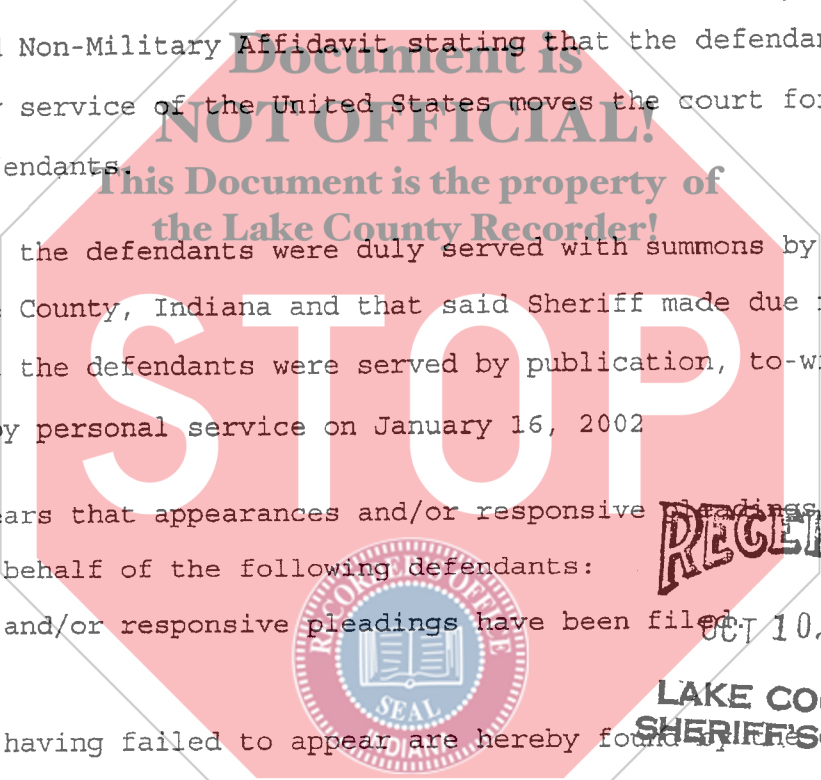
JUDGMENT OF FORECLOSURE

Now comes the Plaintiff, Charter One Credit Corp., by its counsel Unterberg & Associates, P.C., and having filed its Motion for Judgment of Foreclosure and Non-Military Affidavit stating that the defendants are not in the military service of the United States moves the court for judgment against the defendants.

It appears that the defendants were duly served with summons by the Sheriff of Lake County, Indiana and that said Sheriff made due return thereof or that the defendants were served by publication, to-wit: Jean Randolph by personal service on January 16, 2002

It further appears that appearances and/or responsive pleadings have been filed by or on behalf of the following defendants:

No appearances and/or responsive pleadings have been filed.



The defendants having failed to appear, are hereby found to be in default, or that they have consented to the entry of the Judgment as evidenced by the endorsement of their attorney(s), if any, hereon; and

that this cause, being now at issue, is hereby submitted to the Court for

Kristi Nichols 3/7/08
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finding and judgment. -

The Court, being fully advised in the premises, finds:

1. The Court has jurisdiction over the parties and subject matter of this action.
2. The Plaintiff's lien is superior to all other liens, claims and interests in the subject property which is described as follows:

Lot 4 and the South 10 feet of Lot 5 in Block 7 in Junedale Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 19, Page 3, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 4819 Monroe St.
Gary, IN 46408

3. The allegations contained in the Complaint are uncontroverted and true in substance and in fact.

4. There is due and owing to the Plaintiff as a valid subsisting lien on the property described herein the following amounts as set forth in the affidavits of the Plaintiff:

Principal Balance	\$54,877.13
Accrued interest from default through September 30, 2002	\$5,395.34
Late Charges	\$424.48
Advances	\$2,258.70
Costs of Suit including title charges to date	\$329.00
Attorney fees	\$950.00
	<hr/>
TOTAL	\$64,234.65

Together with interest accruing at the note rate of 9.575% per annum (\$14.39 per day) from September 30, 2002 to the date of judgment and at the statutory rate of 8.000% thereafter, plus all sums plaintiff will necessarily expend after September 30, 2002 for payment of taxes, insurance, repairs and maintenance, and court costs up to and including the date of the foreclosure sale to be conducted by the

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Kristin Nichols

5. The rights and interests of all Defendants in this cause in and to the subject property are inferior to the lien and interest of the Plaintiff and there is due and owing to the Defendants immediately hereinafter stated, if any, the sums set forth, as a lien upon the subject premises subordinate and inferior to the lien and interest of the Plaintiff pursuant to the pleadings filed herein:

There have been no pleadings filed by any Defendant which allege any interest in the subject property.

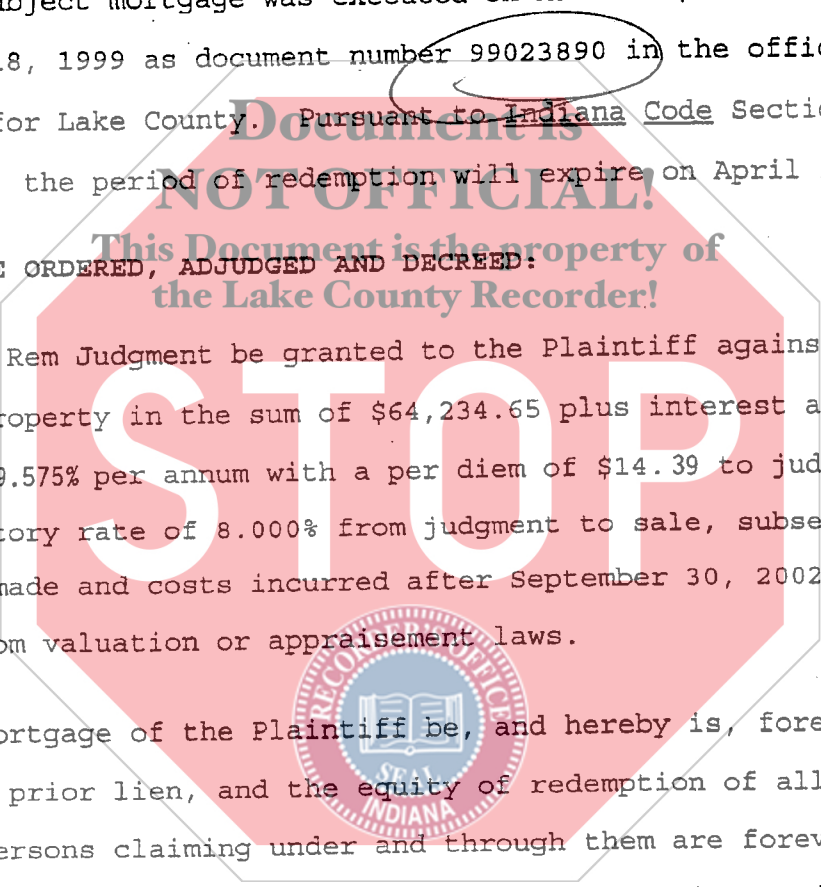
6. The subject mortgage was executed on March 12, 1999 and recorded on March 18, 1999 as document number 99023890 in the office of the recorder for Lake County. Pursuant to Indiana Code Section 32-29-7-3, the period of redemption will expire on April 9, 2002.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. An In Rem Judgment be granted to the Plaintiff against the subject property in the sum of \$64,234.65 plus interest at the note rate of 9.575% per annum with a per diem of \$14.39 to judgment and at the statutory rate of 8.000% from judgment to sale, subsequent advances made and costs incurred after September 30, 2002, without relief from valuation or appraisal laws.

2. The mortgage of the Plaintiff be, and hereby is, foreclosed as a first and prior lien, and the equity of redemption of all Defendants and all persons claiming under and through them are forever barred and foreclosed. ~~If the United States of America is named as a party Defendant, this judgment is subject to the right of the United States of America to redeem pursuant to Title 28, U.S.C. Section 2410(c).~~

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3. The subject real estate shall be sold by the Sheriff for Lake County to satisfy the sums found to be due the Plaintiff as soon as said sale can be had under the laws of this jurisdiction governing the sale of mortgaged property under foreclosure and in case of sale of mortgaged property, a proper deed or deeds issued according to law to the purchaser(s) at said sale, and the Plaintiff be, and hereby is, empowered to bid for the mortgaged property or any part thereof with the indebtedness to be credited with the amount bid by said Plaintiff, said sale to be made without relief from valuation or appraisal laws.

4. Plaintiff may cancel the Sheriff's Sale at any time prior to the scheduled time and date without further order of Court by providing notification to the Sheriff of Lake County or Sheriff's representative.

5. The proceeds of said sale shall be applied first to the costs of this action, next to the payment of sums due the Plaintiff herein including interest, advances and costs accruing after judgment, and the balance, if any, to be distributed and paid according to law.

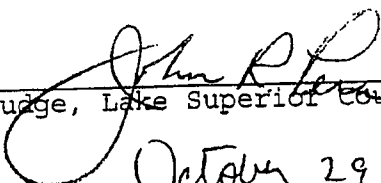
6. The Defendants and any and all persons claiming from, by, through or under them are hereby enjoined from committing waste upon the said mortgaged premises and from doing any act which may impair the value of the Plaintiff's security, unless said real property is properly redeemed as provided by law.

7. ~~At such time after the sale of the subject real estate as the~~ Plaintiff may request, the Sheriff of Lake County is hereby empowered, ordered and commanded to dispossess any and all occupants.

Kurt Kelle 3/7/08
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of said real estate, to eject them from the premises, to place the Plaintiff in the immediate possession of said real estate and to make due report to this Court of his action herein.

8. A duly certified copy of this decree issued under the hand and seal of the Clerk of the Court for Lake County shall be sufficient authority for the Sheriff of Lake County to execute on the same.



Judge, Lake Superior Court
Dated: October 29, 2002

To the Sheriff:

Property Address: 4819 Monroe St.
Gary, IN 46408

Sheriff to serve a copy of printed or written notice of sale to the following defendants:

Jean Randolph, 4819 Monroe St., Gary, IN 46408

Address of Plaintiff:

Charter One Credit Corp.
c/o Charter One Mortgage Corporation
10561 Telegraph Road
Glen Allen, VA 23059

Unterberg & Associates, P.C.
8050 Cleveland Place
Merrillville, Indiana 46410
(219) 736-5579

Robert S. Kruszynski, 15488-45
Kenneth W. Unterberg, 13819-64
99-18769



Brian C. Berger 19753-45
Kristi L. Brown 15710-64

RECORDED
Kristi Nichols 3/7/08
Kristi Nichols

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE _____ COURT OF
LAKE COUNTY
CROWN POINT, INDIANA

CHARTER ONE CREDIT CORP.

PLAINTIFF

vs.

JEAN RANDOLPH;

DEFENDANTS

CLERK'S OFFICE

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ANNA M. ANTON
CLERK LAKE SUPERIOR COURT
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COMPLAINT TO FORECLOSE MORTGAGE

Comes now the Plaintiff, Charter One Credit Corp., by and through its attorneys, Unterberg & Associates, P.C., and in support of its cause of action alleges and states as follows:

1. The Plaintiff, Charter One Credit Corp., is authorized to do business in the State of Indiana and is real party in interest as set forth herein.

2. On or about March 12, 1999, the Defendants Jean Randolph mortgaged and conveyed to Precedent Mortgage Company the following described real estate:

Lot 4 and the South 10 feet of Lot 5 in Block 7 in Junedale Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 19, Page 3, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 4819 Monroe St., Gary, IN 46408

Said property was mortgaged and conveyed by a mortgage (Exhibit "A") executed on or about March 12, 1999 and recorded on or about March 18, 1999 as document number 99023890 in the office of the Recorder for Lake County, Indiana and subsequently assigned.

3. The aforesaid mortgage was given to secure a promissory note (Exhibit "B") executed by Jean Randolph to Precedent Mortgage Company in the principal amount of \$57,800.00 at 9.575% interest with monthly principal and interest payments of \$606.18 to be paid each and every subsequent month until said note is fully satisfied.

→ NORTH 10' ON MTG.

Kristi Nichols
Kristi Nichols

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4. The subject Mortgage is a valid and subsisting lien and security interest in the subject real estate and is superior to the claims, liens and interests of all other Defendants and as to any unknown claimants.

5. The present owners of the subject real estate are the following:
Jean Randolph

6. The Defendant mortgagor(s) and/or owner(s) have failed to tender the monthly payment as required by the subject mortgage and note with the initial default occurring for the month of August 2001, which default has continued for a period of more than sixty (60) days. Plaintiff has elected to declare the entire balance to be due and owing pursuant to the terms of the subject mortgage note.

7. As of January 8, 2002, the following sums remain due and owing the Plaintiff:

- a. A principal balance on the note of \$54,877.13.
- b. Accrued interest at 9.575% to January 8, 2002 totaling \$2,764.80.
- c. Reasonable attorney fees, title charges and court costs for pursuing its remedies as provided for in the Mortgage and Note.
- d. Accrued late charges as provided for in the Note and Mortgage.
- e. All funds expended by Plaintiff prior to and subsequent to the filing of this Complaint for payment of real estate taxes, insurance, and any other necessary repairs, maintenance, assessments and costs.

In addition, Plaintiff is entitled to interest at 9.575% from January 8, 2002, all reasonable costs and attorney fees incurred, and any advances made by the Plaintiff for real estate taxes, insurance and to preserve its security for the debt. Pursuant to the terms of the Mortgage and Note, all aforesaid sums shall become part of the debt secured by the Mortgage.

8. In addition to the Mortgagor(s) and Owner(s) as set forth above, the following are made parties Defendant by virtue of their interests as set forth below. The liens and interests of all parties Defendant are alleged to be subordinate and inferior to the interest of the Plaintiff and subject to said interest.

The names and respective interests of all defendants alleged to have an interest in the subject property are set forth in the allegations contained in the aforementioned paragraphs.

Kristle Nichols
Kristle Nichols
3/7/08

9. The terms of the Note and Mortgage authorize the foreclosure of said mortgage in accordance with law in the event of the breach of the terms of said Note and Mortgage as set forth above.

WHEREFORE, the Plaintiff respectfully prays as follows:

(a) For entry of personal judgment against Jean Randolph jointly and severally as mortgagors and signators on the note and/or assumptors in favor of the Plaintiff and personal judgment against Jean Randolph jointly and severally as owners in favor of the Plaintiff in the sum of \$57,641.93 which is the principal balance and interest through January 8, 2002, plus reasonable attorney fees, costs, accrued late charges, advances and interest at the rate of 9.575%, plus advances and costs continually accruing from January 8, 2002 without relief from valuation or appraisal laws;

(b) That this Honorable Court declare Plaintiff's Mortgage to be a valid, first and subsisting lien on the subject real estate prior to and superior to all claims, liens or interests asserted against the subject real estate;

(c) For entry of an order foreclosing the Mortgage of the Plaintiff on the subject real estate and foreclosing the Defendant's equity of redemption and interest in the subject real estate, forever barring the rights in and equity of redemption of all Defendants in the subject property.

(d) For entry of an order directing the sale of the subject real estate to pay and satisfy Plaintiff's claim and debt; that at such sale Plaintiff be empowered to bid for the subject real estate or any part thereof with the full indebtedness owed to the Plaintiff to be credited with any amount bid by the Plaintiff;

(e) For entry of an order enjoining all Defendants and those taking under them from committing waste upon the subject property or otherwise impairing the Plaintiff's security interest;

(f) In the event of a deficiency, for personal money judgment against those alleged to be personally liable as set forth above (see prayer paragraph a, above);

(g) For entry of an order that, upon expiration of the statutory redemption period and the execution of the Sheriff of Lake County, Indiana of the conveyance of the subject property sold hereunder, that the Defendants in this action who may be in possession of the subject real estate or any part thereof, shall surrender to the

*Walter Nichols
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holder of said deed the full and peaceful possession of the property and that, upon failure to surrender such possession, the Sheriff of Lake County, Indiana be directed to forthwith enter the subject property and eject and remove such persons therefrom and to put the party holding said Sheriff's Deed or their assignee(s) in full, peaceful and quiet possession of the subject property without delay; and

(h) For such other and further relief as this court deems just.

Unterberg & Associates, P.C.

By: Brian C Berger

Unterberg & Associates, P.C.
8050 Cleveland Place
Merrillville, Indiana 46410
(219) 736-5579

Robert S. Kruszynski, 15488-45 Brian C. Berger 19753-45
Kenneth W. Unterberg, 13819-64 Kristi L. Brown 15710-64
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Kristi Nichols

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SHERIFF'S DEED

THIS INDENTURE WITNESSETH, that Rogelio "Roy" Dominguez, as Sheriff of Lake County, State of Indiana, conveys to Charter One Credit Corp., in consideration of the sum of \$ 16,000.00, the receipt of which is hereby acknowledged, on sale made by virtue of a decree judgment, issued from Superior Court of Lake County, in the State of Indiana, pursuant to the laws of said State on February 7, 2003 in Cause No. 4SD10-0201-MF-00007 wherein Charter One Credit Corp., was Plaintiff, and Jean Randolph et al was Defendant, in consideration of said sum aforesaid, the following described real estate in Lake County, Indiana, to-wit:

Lot 4 and the South 10 feet of Lot 5 in Block 7 in Lonedale Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 19, Page 3, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 4819 Monroe St.: Gary, IN 46408
Tax ID Number: 23-45-0171-0004

To have and to hold the premises aforesaid with the privileges and appurtenances to said purchaser, their grantees and assigns, forever, in full and ample manner with all rights, title and interest held or claimed by the aforesaid Defendants.

IN WITNESS WHEREOF, I, THE UNDERSIGNED, Sheriff aforesaid have hereunto set my hand and seal, this 7 day of February, 2003.

STATE OF INDIANA)
COUNTY OF LAKE)

SHERIFF OF LAKE COUNTY, INDIANA

SS:

Rogelio "Roy" Dominguez

On the 7 day of February, 2003, personally appeared Rogelio "Roy" Dominguez, in the capacity of Sheriff of said County, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COUNTY OF RESIDENCE

COMMISSION EXPIRES

Prepared by: Kenneth W. Unterberg
Unterberg & Associates, P.C.
6050 Cleveland Place
Merrillville, IN 46410
Atty File: 9915769

NOTARY PUBLIC

PRINTED NAME

Address of Grantee:
Charter One Credit Corp.
c/o Charter One Mortgage Corporation
10561 Telegraph Road
Glen Allen, VA 23059

NOTARY SEAL

* The Sheriff does not warrant the legal description. This document is the direct result of a foreclosure and is exempt from recording fees.

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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Handwritten notes: Kristi Nichols 3/7/08