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STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)
 2009 055231
 WELLS FARGO BANK,)
 NATIONAL ASSOCIATION, a national)
 banking association,)
)
 Plaintiff,)
)
 v.)
)
 WAYNE L. WALKER and)
 HELAYNIA D. WALKER,)
)
 Defendants.)

STATE OF INDIANA
 LAKE COUNTY
 IN THE LAKE SUPERIOR COURT
 FILED FOR RECORD
 2009 JUN 11 AM 11:00
 CAUSE NO. 45D10-0812-CC-00349

MICHAEL A. BROWN
 RECORDER

Filed in Open Court

JUL 13 2009

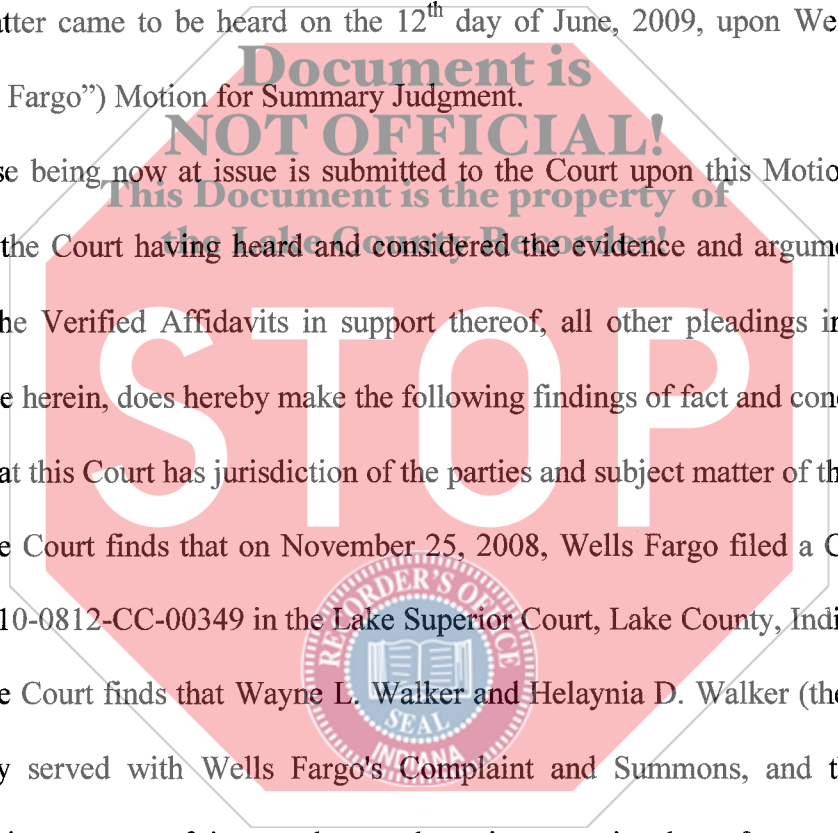
Thomas R. Phillips
 CLERK LAKE SUPERIOR COURT

JUDGMENT ON NOTES

This matter came to be heard on the 12th day of June, 2009, upon Wells Fargo Bank, N.A.'s ("Wells Fargo") Motion for Summary Judgment.

This case being now at issue is submitted to the Court upon this Motion for Summary Judgment, and the Court having heard and considered the evidence and arguments of counsel, together with the Verified Affidavits in support thereof, all other pleadings in this case, and proofs of service herein, does hereby make the following findings of fact and conclusions of law.

1. That this Court has jurisdiction of the parties and subject matter of this action.
2. The Court finds that on November 25, 2008, Wells Fargo filed a Complaint under Cause No. 45D10-0812-CC-00349 in the Lake Superior Court, Lake County, Indiana.
3. The Court finds that Wayne L. Walker and Helaynia D. Walker (the "Defendants") were personally served with Wells Fargo's Complaint and Summons, and that service has matured a sufficient amount of time to place such parties on notice thereof.
4. The Court finds that Wayne L. Walker filed his answer, pro se, to Wells Fargo's Complaint.



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5. The Court finds that on April 3, 2009, Wells Fargo filed its Motion for Summary Judgment, Affidavits, and Memorandum in Support of Motion for Summary Judgment, and that service has matured a sufficient amount of time to afford all parties notice thereof.

6. The Court further finds, upon hearing on said Motion for Summary Judgment and upon all designated evidentiary material and argument of counsel, that there is no genuine issue as to any material facts relating to Wells Fargo's Complaint and the relief demanded therein by Wells Fargo; that Wells Fargo is entitled to judgment as a matter of law; and that Wells Fargo's Motion for Summary Judgment should be granted.

7. The Court further finds that the allegations contained in Wells Fargo's Complaint are true, and that on or about July 10, 2000, the Defendants executed and entered into a certain Educational Loan Application & Promissory Note ("Note I"), whereby the said Defendants promised to pay to the holder of Note I (now Wells Fargo) the sum of the amount of the loan as set forth on the face of Note I, plus interest and costs.

8. The Court further finds that on August 14, 2001, the Defendants executed and entered into a second Educational Loan Application & Promissory Note ("Note II"), whereby the said Defendants promised to pay Wells Fargo the sum of the amount of the loan as set forth on the face of Note II, plus interest and costs.

9. The Court further finds that on July 12, 2002, the Defendants executed and entered into a third Educational Loan Application & Promissory Note ("Note III"), whereby the said Defendants promised to pay Wells Fargo the sum of the amount of the loan as set forth on the face of Note III, plus interest and costs.

(Note I, Note II and Note III are collectively referred to herein as the "Notes").

10. The Court further finds that the Defendants were required to make payments to Wells Fargo on the Notes.

11. The Court further finds that Wells Fargo was entitled to and has heretofore accelerated the balance due and owing on the Notes.

12. The Court further finds that as of June 12, 2009, the principal balance due and owing to Wells Fargo on Note I was Eleven Thousand Six Hundred Twenty-Three and 29/100 Dollars (\$11,623.29), and accrued and unpaid interest amounted to Two Thousand Nine Hundred Sixty-Seven and 81/100 Dollars (\$2,967.81). Accordingly, the total balance due and owing to Wells Fargo on Note I, as of June 12, 2009, was Fourteen Thousand Five Hundred Ninety-One and 10/100 Dollars (\$14,591.10).

13. The Court further finds that as of June 12, 2009, the principal balance due and owing to Wells Fargo on Note II was Fourteen Thousand Five Hundred Seventy-Eight and 45/100 Dollars (\$14,578.45), and accrued and unpaid interest amounted to Three Thousand Six Hundred Eighty-Two and 27/100 Dollars (\$3,682.27). Accordingly, the total balance due and owing to Wells Fargo on Note II, as of June 12, 2009, was Eighteen Thousand Two Hundred Sixty and 72/100 Dollars (\$18,260.72).

14. The Court further finds that as of June 12, 2009, the principal balance due and owing to Wells Fargo on Note III was Eleven Thousand Eight Hundred Fifty-Two and 28/100 Dollars (\$11,852.28), accrued and unpaid interest amounted to Three Thousand One Hundred Ninety-Five and 63/100 Dollars (\$3,195.63), and fees amounted to Five Hundred Eighteen and 46/100 Dollars (\$518.46). Accordingly, the total balance due and owing to Wells Fargo on Note III, as of June 12, 2009, was Fifteen Thousand Five Hundred Sixty-Six and 37/100 Dollars (\$15,566.37).

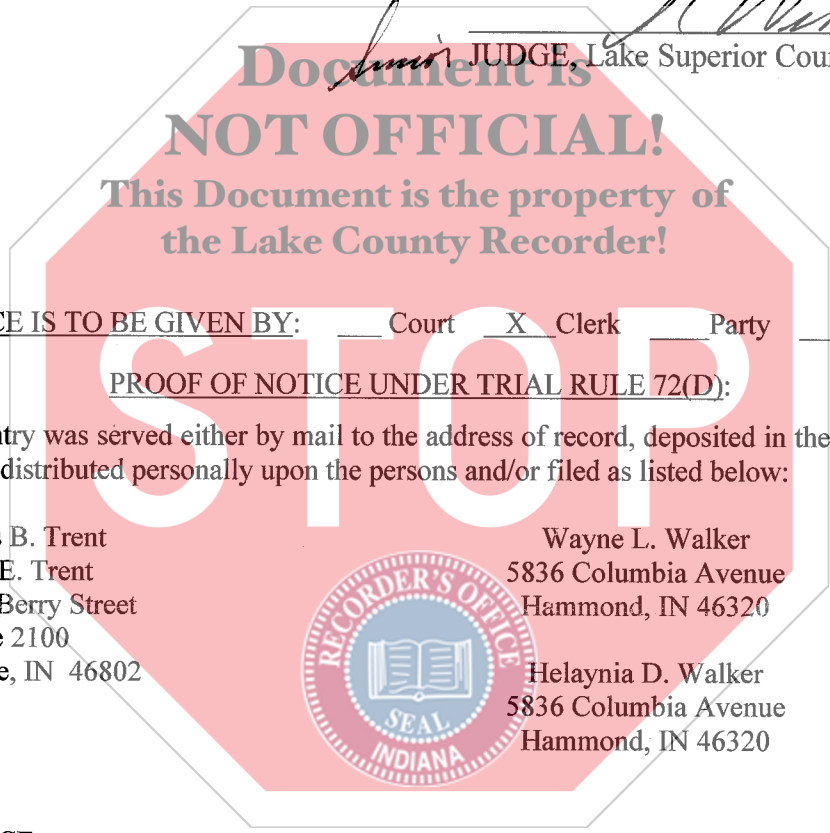
15. The Court further finds that Wells Fargo is entitled to its attorney fees and expenses incurred to and through the conclusion of this matter in the amount of One Thousand Sixty-Eight and 46/100 Dollars (\$1,068.46).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by this Court that Wells Fargo Bank, N.A.'s Motion for Summary Judgment is hereby granted and that Wells Fargo shall have and recover from Wayne L. Walker and Helaynia D. Walker, jointly and severally, a judgment in the amount of Forty-Nine Thousand Four Hundred Eighty-Six and 65/100 Dollars (\$49,486.65), together with post-judgment interest at the rate of eight percent (8%) per annum from the date of judgment, plus court costs, all other costs of this action and all accruing costs without relief from valuation and appraisal laws.

ALL OF WHICH IS FINALLY ORDERED, ADJUDGED AND DECREED.

Dated this 13 day of June, 2009.

[Signature]
JUDGE, Lake Superior Court



NOTICE IS TO BE GIVEN BY: Court Clerk Party Other

PROOF OF NOTICE UNDER TRIAL RULE 72(D):

A copy of this entry was served either by mail to the address of record, deposited in the Court's attorney's distribution box, distributed personally upon the persons and/or filed as listed below:

Thomas B. Trent
Susan E. Trent
110 West Berry Street
Suite 2100
Fort Wayne, IN 46802

Wayne L. Walker
5836 Columbia Avenue
Hammond, IN 46320

Helaynia D. Walker
5836 Columbia Avenue
Hammond, IN 46320

DATE OF NOTICE: _____

INITIALS OF PERSON WHO NOTIFIED PARTIES: Court Clerk Party Other