

IN THE LAKE SUPERIOR COURT **Filed in Open Court**
STATE OF INDIANA

BENEFICIAL INDIANA, INC. d/b/a)
BENEFICIAL MORTGAGE CO.,)
)
Plaintiff,)
)
vs.)
)
GREGORY JONES and PINKIE L. JONES,)
)
Defendant(s).)

JUN 20 2006

Thomas R. Philpot
CLERK LAKE SUPERIOR COURT

CAUSE NO. 45D10-0509-MF-00431

2014 028517

ORDER

Comes now the Plaintiff by counsel, and requests that the Sheriff's Sale held in this cause on April 7, 2006, be set aside and the *Sheriff's Deed* issued and recorded on June 13, 2006, Instrument No. 2006050102, be voided, for the reason that Defendant Gregory Jones filed Chapter 13 bankruptcy on April 5, 2006, Case No. 06-60571-jpk. The court having reviewed said petition and being duly advised in the premises now finds that it should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Sheriff's Sale previously held in this cause on April 7, 2006, be set aside and vacated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the *Sheriff's Deed* issued and recorded on June 13, 2006, Instrument No. 2006050102, for the following property, be voided:

LOT 8 AND THE WEST 19 FEET OF LOT 7, BLOCK 3, AS SHOWN ON THE RECORDED PLAT OF TOLLESTON LAND COMPANY'S FIRST ADDITION TO TOLLESTON, NOW IN GARY, RECORDED IN PLAT BOOK 7, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Identification Number: 25-47-0157-0008

More commonly known as: 2127 W. 14th Avenue, Gary, IN 46404

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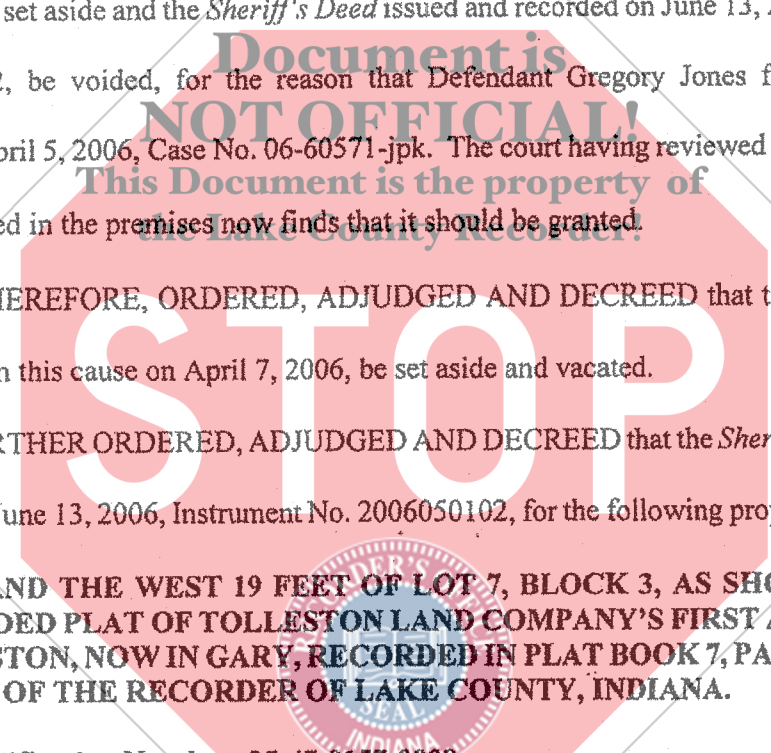
Thomas R. Philpot
CLERK LAKE SUPERIOR COURT

John R. Lura
JUDGE, LAKE SUPERIOR COURT

JUN 20 2006

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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

IN THE LAKE SUPERIOR COURT
STATE OF INDIANA

Filed in Open Court

BENEFICIAL INDIANA, INC. d/b/a)
BENEFICIAL MORTGAGE CO.)
)
Plaintiff,)
)
vs.)
)
GREGORY JONES and PINKIE L. JONES)
)
Defendants.)

NOV 16 2005

James R. Alford
CLERK LAKE SUPERIOR COURT

) CAUSE NO. 45D10-0509-MF-00431

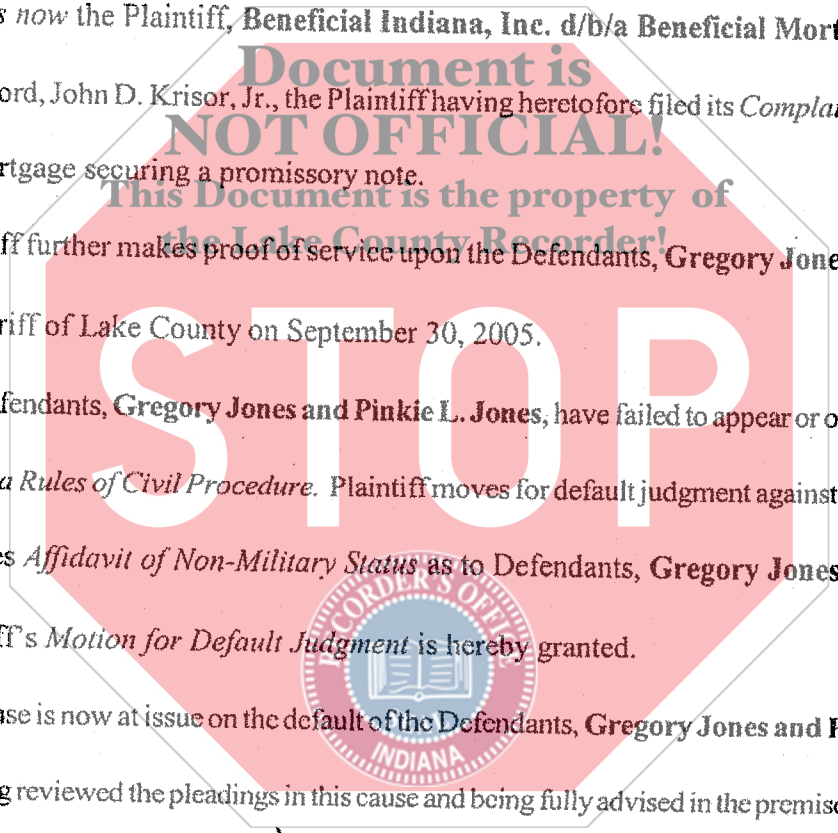
JUDGMENT AND DECREE OF FORECLOSURE

Comes now the Plaintiff, Beneficial Indiana, Inc. d/b/a Beneficial Mortgage Co., by its attorney of record, John D. Krisor, Jr., the Plaintiff having heretofore filed its *Complaint to Foreclose* a real estate mortgage securing a promissory note.

Plaintiff further makes proof of service upon the Defendants, Gregory Jones and Pinkie L. Jones, by Sheriff of Lake County on September 30, 2005.

The Defendants, Gregory Jones and Pinkie L. Jones, have failed to appear or otherwise comply with the *Indiana Rules of Civil Procedure*. Plaintiff moves for default judgment against said Defendants and further files *Affidavit of Non-Military Status* as to Defendants, Gregory Jones and Pinkie L. Jones. Plaintiff's *Motion for Default Judgment* is hereby granted.

This cause is now at issue on the default of the Defendants, Gregory Jones and Pinkie L. Jones. The Court having reviewed the pleadings in this cause and being fully advised in the premises now finds that



all the allegations of the Plaintiff's *Complaint* are true, that there is no material dispute of facts or law, and that the prayer thereof should be granted. The Court further finds as follows:

1. That on October 26, 2002, the Defendants, **Gregory Jones and Pinkie L. Jones**, were the owners of certain real estate situated in Lake County, State of Indiana, which is more particularly described as follows:

LOT 8 AND THE WEST 19 FEET OF LOT 7, BLOCK 3, AS SHOWN ON THE RECORDED PLAT OF TOLLESTON LAND COMPANY'S FIRST ADDITION TO TOLLESTON, NOW IN GARY, RECORDED IN PLAT BOOK 7, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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2. That on the aforesaid October 26, 2002, the Defendant, **Gregory Jones**, became indebted to the Plaintiff in the sum of Sixty-one Thousand Four Hundred Fifty-five Dollars and Fourteen Cents (\$61,455.14) by his certain promissory note of said date, a copy of which said note was attached to the Plaintiff's *Complaint* and made a part thereof, marked Exhibit "A".

3. That on October 26, 2002, the Defendants, **Gregory Jones and Pinkie L. Jones**, executed and delivered to the Plaintiff a certain mortgage on said real estate, a copy of which said mortgage was attached to Plaintiff's *Complaint* and made a part thereof, marked Exhibit "B", which said mortgage was originally recorded in the Office of the Recorder of Lake County, Indiana on November 1, 2002 as Instrument Number 2002-099663.

4. That the Defendant has fully failed and refused to make payments on said note, which said payments are wholly in default; and that said promissory note specifically provides that if default be made

in any of the installments due on the same, and if such default is not made good prior to the due date on the next installment, the entire principal sum and accrued interest shall at once become due and payable without notice, which said principal and all accrued interest shall bear interest after maturity at the rate of Eleven point two zero three percent (11.203%) plus reasonable attorney's fees, all without relief from valuation or appraisal laws.

5. That the unpaid principal balance on said mortgage note, to August 25, 2005, was Sixty Thousand Five Hundred Sixty-six Dollars and Seventy-six Cents (\$60,566.76).

6. That there is further due and owing interest at the rate of Eleven point two zero three percent (11.203%) per annum in the sum of Five Thousand Six Hundred Ninety-three Dollars and Twenty-seven Cents (\$5,693.27) as of November 1, 2005, and further interest will accrue at the rate of Eleven point two zero three percent (11.203%) per annum or Seventeen Dollars and Forty-nine Cents (\$17.49) per diem.

7. That said mortgage further provides for the payment of all reasonable charges incidental to the foreclosure of such mortgage; and mortgagee was obligated to procure a *title report* from an abstract company reflecting the status of the title of the subject real estate and advanced for such reports the sum of Two Hundred Seventy-five Dollars (\$275.00); mortgagee was obligated to have the property *appraised* for which it expended funds in the amount of Ninety-five Dollars (\$95.00); mortgagee incurred expenses for *late fees/insufficient funds* in the amount of Four Hundred Nine Dollars and Thirty-two Cents (\$409.32); and mortgagee was obligated to secure the services of an *attorney* in connection with the preparation and filing of this foreclosure *Complaint*, and a reasonable fee for Plaintiff's attorney is the sum of One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00); and mortgagee may

hereafter expend funds in connection with real estate taxes, assessments, insurance premiums and other costs in connection with this cause.

8. That Lake County, Indiana may claim to have liens on the subject real estate in regard to real property taxes either delinquent or not yet due and payable – or both; however, because said liens are not subject to foreclosure in this suit, Lake County has not been joined in this suit, and the real estate shall remain subject to said liens subsequent to the foreclosure sought herein.

9. That the City of Gary, Indiana may claim to have liens on the subject in regard to assessed delinquent municipal sewer obligations; however, because said liens are not subject to foreclosure in this suit, that entity has not been joined in this foreclosure action, and the real estate shall remain subject to said liens subsequent to the foreclosure sought herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court that the Plaintiff recover judgment against the Defendant, Gregory Jones, in the sum of Sixty-eight Thousand Two

Hundred Eighty-nine Dollars and Thirty-five Cents (\$68,289.35), computed as follows:

Principal	\$ 60,566.76
Accrued Interest through November 1, 2005	5,693.27
Attorney Fees	1,250.00
Appraisal Fees	95.00
Late Fees/Insufficient Funds	409.32
Title Work	<u>275.00</u>
TOTAL	\$ 68,289.35

also its costs and charges laid out and expended and all accruing costs without any relief whatever from valuation and appraisal laws, said judgment to bear interest at the rate of Eight percent (8%) per annum from rendition thereof until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the mortgage lien of the Plaintiff, **Beneficial Indiana, Inc. d/b/a Beneficial Mortgage Co.**, be and hereby is foreclosed, and unless the judgment is satisfied under IC § 32-30-10-5, the Plaintiff shall be entitled, on the first day following the third month after the date of filing of the Plaintiff's *Complaint*, to file a praecipe with the Clerk of the County where the judgment and decree is filed. The Clerk then shall promptly issue and certify to the Sheriff of said County a copy of the judgment and decree under the seal of the Court. The Sheriff shall upon receipt of said judgment sell, in the manner set forth by IC § 32-30-7-4, the mortgaged premises, being the same real estate as set out in the Plaintiff's *Complaint* herein.

Said sale shall be conducted by public auction at any reasonable place stated in the notice of sale after advertising the same once each week for Three (3) successive weeks in a daily or weekly newspaper of general circulation printed in the English language and published in Lake County, Indiana, the first of which publications shall be made at least Thirty (30) days before the date of said sale by posting written or printed notices thereof in at least Three (3) public places in the Township wherein the real estate is located in said County and State, said sale to be made without relief from valuation and appraisal laws, without any right of redemption therefor, and that immediately after such sale the Sheriff shall execute and deliver to the purchasers a deed of conveyance to the premises which shall be valid and effectual to convey all the right, title and interest of all persons to this action and all persons claiming through or under them and he shall make due report to the Clerk of the Court and the proceeds arising from such sale the Sheriff is ordered and directed to apply in the following manner:

1. To the payment of all costs and accruing costs of this cause; and the overplus sum, if any;

2. To the payment of any and all delinquent and current real estate taxes; and the overplus sum, if any remaining;
3. To the payment of the Plaintiff's judgment and interest in full, and the overplus sum, if any remaining;
4. To be paid by the Sheriff of Lake County to the Clerk of this Court for the use of the person or persons lawfully authorized to receive the same, and the Sheriff is hereby ordered and directed in case said real estate is sold to the Plaintiff and deed is delivered to the Plaintiff herein, immediately to place this Plaintiff in possession of the real estate and the Sheriff shall oust and eject from said premises any other persons in said premises at the time of the said sale.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon the execution of the Sheriff of Lake County, Indiana, of the conveyances of the real estate sold hereunder, not redeemed by the person or persons entitled thereto, the defendants in this action who may be in possession of the real estate, or any part thereof, shall, upon demand and exhibition of said deeds, or a copy thereof, forthwith surrender to the holder of said deeds, full and peaceful possession of the real estate. 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if the defendants or any persons in possession do not surrender full and peaceful possession of the real estate,

then for an order to be issued directing the Sheriff of Lake County, Indiana, to forthwith enter upon the real estate and eject and remove therefrom the defendants, and any of them, who may be in possession of the real estate, or any part thereof, or any person, since the commencement of this action, who may have come into possession of the real estate, or any part thereof, from, under or through any of the defendants, or detains the same, or any part thereof, against the party possessing the *Sheriff's Deed*, and directing the Sheriff of Lake County, Indiana, to put the party having such deed or their assignees, full, peaceful and quiet possession of the real estate without delay.

Plaintiff has the right to cancel the Sheriff's Sale at any time prior to the scheduled time and date without further order of the Court, by providing notification to the Sheriff of this county or the Sheriff's representative.

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ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED by this Court this 16th day of November, 2005.
This Document is the property of the Lake County Recorder!

PREPARED BY:
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Attorney for Plaintiff
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Pinkie L. Jones
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