

STATE OF INDIANA ) ST. JOSEPH SUPERIOR COURT 6  
)SS:  
COUNTY OF ST. JOSEPH ) CASE NO. 71D06-1403-MF-00124

JPMorgan Chase Bank, National Association )  
)  
Plaintiff )  
)  
vs. )  
)  
Marcin G. Kamrowski )  
)  
Defendant )  
)

- FILED -  
MAY 1 - 2014  
St. Joseph Superior Court Clerk

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MOTION FOR DEFAULT JUDGMENT ENTRY  
AND DECREE OF FORECLOSURE

Comes now Plaintiff and, for its Motion for Default Judgment, alleges and states:

1. The summons and complaint were served upon Defendant(s), Marcin G. Kamrowski, pursuant to the Indiana Rules of Trial Procedure.
2. Defendant(s), Marcin G. Kamrowski is not known to be an infant or incompetent.
3. The time within which the Defendant(s) must appear, answer or otherwise defend has expired and has not been extended by the court, and the Defendant(s) have not appeared or otherwise defended against Plaintiff's complaint.
4. The notice(s) pursuant to IC 32-30-10.5-8(c) was served upon Marcin G. Kamrowski at least thirty (30) days prior to this motion and, to the knowledge of counsel for Plaintiff, Marcin G. Kamrowski has not requested a settlement conference.
5. Plaintiff hereby tenders (i) an affidavit of indebtedness attached hereto and incorporated herein by reference as Exhibit A, (ii) an affidavit of attorneys fees attached hereto and incorporated herein by reference as Exhibit B (iii) an affidavit of non-military status attached

hereto and incorporated herein by reference as Exhibit C, and a proposed default judgment for the Court's review.

WHEREFORE, the Plaintiff respectfully requests that this Court enter judgment as set forth in the proposed default judgment tendered concurrently herewith.

  
\_\_\_\_\_  
Brian K Tekulve

Brian K Tekulve  
NELSON & FRANKENBERGER  
3105 E. 98th St., Suite 170  
Indianapolis, IN 46280  
317/844-0106  
Atty. #30882-49

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION WILL BE USED FOR THAT PURPOSE.**

) IN THE ST. JOSEPH SUPERIOR COURT 6

)  
 ) SS:  
 ) CAUSE NO. 71D06-1403-MF-00124

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

**VS.**

MARCIN G. KAMROWSKI,

Defendant(s)

Borrower: KAMROWSKI, MARCIN G  
Property Address: 1715 S TWYCKENHAM DR, SOUTH BEND, IN 46613  
County: ST. JOSEPH  
Loan Number: XXXXXX5594

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## AFFIDAVIT

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I, Theresa A Klingelhofer, deposes and states as follows:

1. I am a Vice President of JPMorgan Chase Bank, National Association ("Chase") and am authorized to make this affidavit on its behalf.

2. I make this affidavit based on my review of Chase's business records, as more fully described below. I am over the age of 18 and competent to testify as to the matters contained in this affidavit.

3. A note dated 5/8/2008, in the original principal amount of \$63,640.00 (the "Note") was signed by or on behalf of KAMROWSKI, MARCIN G ("Borrower"), and was secured by a mortgage on a property located at 1715 S TWYCKENHAM DR, SOUTH BEND, IN 46613 (the "Mortgage"). Collectively, the Note, the Mortgage, and, if selected below, the Loan Modification Agreement, are referenced herein as the "Loan Documents."

— The loan was modified by a Loan Modification Agreement with a first modified payment due on N/A.

4. As a mortgage servicer, Chase collects payments from Borrower and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system, known as Mortgage Servicing Package ("MSP").

5. I have access to Chase's business records, including the business records for and relating to Borrower's loan. I make this affidavit based upon my review of Chase's records relating to the Borrower's loan, including copies of the Note and the Mortgage, and records from Chase's electronic servicing system, MSP, and from my own personal knowledge of how such records are kept and maintained. The loan records for the Borrower are maintained by Chase in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

6. Plaintiff, directly or through its agent, is in possession of the original Note. The Note is Endorsed in Blank.

7. Borrower failed to make the payment that was due for 10/1/2013 under the Loan Documents. Borrower has not subsequently made payments to bring the loan current, and the entire loan balance is now due and owing to the Plaintiff.

8. Unless otherwise indicated, as of 4/7/2014, the loan balance Plaintiff seeks to recover consists of the following itemized sums of money, exclusive of attorney's fees and costs in this action:

Principal Balance	\$ <u>58,043.95</u>
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Borrower: KAMROWSKI, MARCIN G  
Property Address: 1715 S TWYCKENHAM DR, SOUTH BEND, IN 46613  
County: ST. JOSEPH  
Loan Number: XXXXXX5594

Interest Due from 9/1/2013 through  
3/31/2014.

\$ 1,989.19

Pre-Acceleration Late Charges

\$ 161.15

Escrow

Escrow Advances – Taxes  
for the year 2012

\$ 0.00

Escrow Advances – Taxes  
for the year 2011

\$ 0.00

Escrow Advances – Taxes  
for the year 2010

\$ 0.00

Escrow Advances – Taxes  
for any previous years

\$ 0.00

Hazard Insurance Advances

\$ 2,311.00

PMI Advances

\$ 72.21

Escrow Credits\Adjustments

\$ (245.21)

Total Escrow

\$ 2,138.00

Broker's Price Opinion/Appraisals

\$ 78.00

Property Preservation

\$ 0.00

Previous Bankruptcy Fees/Costs

\$ 0.00

Property Inspection Fees

\$ 164.47

Suspense

\$ (89.33)

Miscellaneous Charges/Credits as Follows:

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

**TOTAL** \$ 62,485.43

Interest will continue to accrue in accordance with the terms of the Loan Documents.

Borrower: KAMROWSKI, MARCIN G

Property Address: 1715 S TWYCKENHAM DR, SOUTH BEND, IN 46613

County: ST. JOSEPH

Loan Number: XXXXXX5594

The loan has a fixed interest rate of 5.87500%, which is \$284.17 per Month.

I affirm, under the penalties for perjury, that the foregoing representations are true.

BY: Theresa A Klingelhofer Date: 4/7/14

Name: Theresa A Klingelhofer

Title: Vice President, JPMorgan Chase Bank, N.A.

Borrower: KAMROWSKI, MARCIN G  
Property Address: 1715 S TWYCKENHAM DR, SOUTH BEND, IN 46613  
County: ST. JOSEPH  
Loan Number: XXXXXX5594

**Exhibit "B"**

**AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEES**

COMES NOW the undersigned, as attorney for the Plaintiff ("Counsel"), and deposes and says as follows:

1. Pursuant to the terms of the Note and Mortgage made the subject of Plaintiff's Complaint, Plaintiff is entitled to recover reasonable attorney's fees.

2. Counsel, along with the other employees of Counsel's law firm, have and will continue to expend numerous hours in the prosecution of this case.

3. Counsel's law firm agreed to represent the interests of Plaintiff in connection with this case for a flat attorney's fee in the sum up to one thousand five hundred dollars (\$1,500.00).

4. The processing of even an uncontested mortgage foreclosure matter usually includes without limitation the following tasks, some of which occur before Judgment and some of which occur after Judgment:

The opening, imaging, and reviewing of documents associated with this matter, including the note, mortgage, payment records, and other relevant paperwork; the verification of bankruptcy and military status; the giving of written notification to the borrower defendants of their rights under the Fair Debt Collection Practices Act; the reviewing of taxes applicable to the Real Estate; the obtaining, reviewing and interpreting title work; the preparing and filing of a complaint, appearance, and summons; the determination of addresses for service; the occasional use of alias service and/or service by publication; the checking of service of process after summons and complaint have been filed; the review and preparation of an Affidavit of Indebtedness; the review of an update as to the title; the preparation of a Motion for Default Judgment Entry and Decree of Foreclosure and corresponding Default Judgment and Decree of Foreclosure; remaining current on applicable law; implementing pleading revisions and processing procedures; file maintenance; the preparation of a praecipe for a sheriff's sale; the preparation of notices for a sheriff's sale; the publication of the notice of sheriff's sale, if required; and the preparation of sheriff's deed and clerk's return, when necessary; the representation at sheriff's sale; the recordation of a sheriff's deed; the additional preparation of any other necessary papers for any governmental agencies and/or private mortgage insurance companies; communications with Plaintiff at various stages regarding status, including updating applicable tracking software as required; and the submission of all necessary documents, papers and invoices to the plaintiff.

5. In addition, the prosecution of this case by Counsel and Counsel's law firm requires trained legal assistants who typically expend numerous hours assisting Counsel. Counsel supervises approximately 2 to 3 legal assistants in order to expeditiously prosecute foreclosure cases of this nature. Based upon the factors set forth in Berkemeir v. Rushville National Bank, 438 N.E. 2<sup>nd</sup> 1054 (Ind. App. 1982), particularly the time, labor, knowledge and skill required to perform the legal

services properly within the time limitations imposed by Plaintiff, the fee customarily charged in this locality for similar legal services to the best of Counsel's knowledge, the amounts of monies involved and the results obtained, the nature and length of the professional relationship with the Plaintiff and the experience, reputation and ability of the Counsel performing the services, Counsel believes a reasonable attorney's fees award in this case would be one thousand five hundred dollars (\$1,500.00). Since Counsel's firm is billing Plaintiff an agreed flat fee and not on an hourly basis, the information set forth in this paragraph is being provided only for informational purposes in order to assist the Court in determining that this fee is commercially reasonable.

6. Counsel believes, pursuant to the Rules of Professional Conduct Rule 1.5, that the fee requested is a reasonable fee, considering (i) that the flat fee is in the range of what is usual and customary for like and similar cases involving mortgage foreclosure in this County and in the State of Indiana, (ii) the time and labor required, and the skill requisite to perform the legal service properly, (iii) the expertise and specialized training required of Counsel in order to efficiently process mortgage foreclosure of this nature, along with the time limitations placed on Counsel by the Plaintiff and various mortgage servicing companies, (iv) the experience, reputation, and ability of Counsel; and (v) the number and cost of assistants employed by Counsel's law firm in order for Counsel to efficiently process mortgage foreclosure of this nature.

I affirm, under the penalties for perjury, that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Date: 4/22/2014

Brian K Tekulve  
Brian K Tekulve

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



**Exhibit "C"**

STATE OF INDIANA	)	ST. JOSEPH SUPERIOR COURT 6
	)SS:	
COUNTY OF ST. JOSEPH	)	CASE NO. 71D06-1403-MF-00124
JPMorgan Chase Bank, National Association	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
Marcin G. Kamrowski	)	
	)	
Defendant	)	
	)	

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**AFFIDAVIT**

Comes now Counsel for the Plaintiff, in the above entitled cause of action and, having been duly sworn, upon oath deposes and says to the best of Counsel's knowledge, information and belief:

1. That a staff member of Nelson & Frankenger accessed the website for the Department of Defense Manpower Data Center ("Department of Defense") to determine if the Defendant(s) Marcin G. Kamrowski, in said cause was engaged in any branch of the military or naval service of the United States;

2. That attached hereto and incorporated herein by reference as Exhibit "C1" is a printout from the Department of Defense which appears to indicate that the Defendant(s) Marcin G. Kamrowski, was not engaged in any branch of the military or naval service of the United States at the time of the filing of this action.

I affirm, under the penalties for perjury, that the foregoing representations are true.



Brian K Tekulve, Affiant  
NELSON & FRANKENBERGER  
3105 E. 98th St., Suite 170  
Indianapolis, IN 46280  
317/844-0106

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT; ANY INFORMATION WILL BE USED FOR THAT PURPOSE.**



Status Report  
Pursuant to Servicemembers Civil Relief Act



Last Name: KAMROWSKI

First Name: MARCIN

Middle Name: G

Active Duty Status As Of: Apr-28-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 99XB68F2Y014Q10

# NELSON & FRANKENBERGER

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

JAMES J. NELSON  
CHARLES D. FRANKENBERGER  
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JANE B. MERRILL,  
Of Counsel

JON C. DOBOSIEWICZ,  
Land Use Professional

April 28, 2014

St. Joseph County Superior Court 6  
Attn: Clerk of the Court  
Courthouse, 101 S. Main Street  
South Bend, IN 46601

- FILED -  
MAY 1 - 2014  
Clerk  
St. Joseph Superior Court

Re: JPMorgan Chase Bank, National Association vs. Marcin G. Kamrowski  
Cause Number 71D06-1403-MF-00124

Dear Clerk of Court:

Enclosed, please find an original and two copies of a Motion for Default Judgment Entry along with an original and four copies of a proposed Judgment and Decree of Foreclosure and a CCS Entry Form. Please process these accordingly and return file-marked copies to me in the envelope which is also enclosed.

Thank you for your assistance with this matter.

Very truly yours,

NELSON & FRANKENBERGER

*Michelle Reynolds*  
Michelle Reynolds  
Paralegal

Enclosures