

SUMMONS

STATE OF INDIANA)
)SS:
COUNTY OF ST. JOSEPH)

ST. JOSEPH COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. 710061403mF00124

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff

vs.

MARCIN G. KAMROWSKI

Defendant

TO DEFENDANT: Marcin G. Kamrowski
1715 S. Twyckenham Dr.
South Bend, IN 46613

- FILED -

MAR 07 2014

Clerk
St. Joseph Superior Court

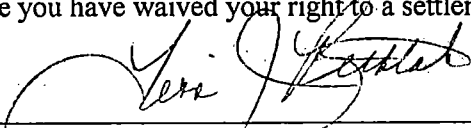
RECEIVED

MAR 12 2014

SHERIFF
St. Joseph County, IN

1. You have been sued by the plaintiff named above, in the court identified above.
2. The nature of the suit is to foreclose a mortgage, and the details are stated in the complaint attached to this summons. The complaint also states what the plaintiff requests from the court and the amount demanded, if any, by the plaintiff.
3. To prevent a default judgment from being entered against you, you must file a written response with the court within 20 days from the date you received these documents. If you received this summons and complaint by certified mail, however, the time limit is 23 days. If you do not file a written response, the plaintiff can obtain a default judgment and foreclose.
4. You may be entitled to a settlement conference that will allow you to speak with your mortgage company and discuss alternatives to foreclosure. If you want a settlement conference, you must request it with the court within 30 days after you received this summons and complaint.
5. Keep in mind that the written response to the complaint and the request for the settlement conference are two separate things. If you do not file a written response within 20 days (23 if you received these documents by certified mail) but request a settlement conference, the plaintiff may still obtain a default judgment and foreclose. If you file a written response but do not request a settlement conference, the court may decide you have waived your right to a settlement conference.

Date: MAR 07 2014


Clerk, St. Joseph Circuit/Superior Court
Courthouse, 101 S. Main Street, South Bend, IN 46601
574/235-9635

(Seal)

(The following manner of service of summons is hereby designated.)

- ☐ Registered or certified mail.
☐ Service at place of employment, to-wit:
☒ Service on individual - at above address (If not personal; posting and mailing).
☐ Service on agent. (Specify)
☐ Other Service. (Specify)

Brian K Tekulve
Attorney for Plaintiff

Nelson & Frankenberger, 3105 East 98th Street, Suite 170
Indianapolis, Indiana 46280
Address

(317)844-0106
Telephone

Nelson & Frankenberger is a debt collector and this is an attempt to collect a debt, any information obtained will be used for that purpose.

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this summons on the 13 day of 3, 2014.

(1) By delivering a copy of the Summons and a copy of the complaint to the defendant, _____

(2) By leaving a copy of the Summons and a copy of the complaint at _____
which is the dwelling place or usual place of abode of _____
and by mailing a copy of said summons to said defendant at the above address.

(3) Other Service or Remarks: _____

Sheriff's Costs _____

Sheriff _____

By: _____
Deputy

CLERK'S RETURN OF MAILING

I hereby certify that on the _____ day of _____, 2014, I mailed a copy of this Summons and a copy of the complaint to the defendant _____, by _____ mail, requesting a return receipt, at the address furnished by the plaintiff.

Clerk, St. Joseph Circuit/Superior Court

Dated: _____, 2014

By: _____
Deputy

RETURN OF SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____ was accepted by the defendant on the _____ day of _____, 2014.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint was returned not accepted on the _____ day of _____, 2014.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____ was accepted by _____ on behalf of said defendant on the _____ day of _____, 2014.

Clerk, St. Joseph Circuit/Superior Court

By: _____
Deputy

CAUSE NO. ROOM NO. _____

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiff,

vs.

MARCIN G. KAMROWSKI

Defendants.

SUMMONS

SHERIFF'S COSTS

Brian K. Tekulve
Attorney for Plaintiff

Nelson & Frankenberger, 3105 East 98th Street, Suite
170

Indianapolis, Indiana 46280
Address

(317) 844-0106
Telephone

SHERIFF'S FEES DUE COUNTY

Case/Fingerprint/Rec Chk	_____
Accident Reports	_____
Firearm Licenses	_____
Other Fees Due County	13.00
Order of Sale, Fees	_____
Bills and Executions	_____
Income Tax Warrants	_____
Sheriff Personal Fees	_____
Other Trust	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	13.00

COUNTY SHERIFF'S OFFICIAL RECEIPTReceipt Date: **3/12/2014****125991**Cause No **71d061403mf124**

Tax Warrant No _____

Received of **Jpmorgan**

the sum

of **Thirteen Dollars and 00 Cents**

Dollars

\$13.00For **Out of State Service/Tax Fees**

Payment Type:

Cash ☐Check ☒M.O. ☐EFT ☐

Check No _____

Credit Card ☐Bank Card ☐Other ☐By: **sarah**

Michael D. Grzegorek

SHERIFF ST. JOSEPH COUNTY

SUMMONS

STATE OF INDIANA)
)SS:
COUNTY OF ST. JOSEPH)

ST. JOSEPH COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. 750061403mF00124

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff

vs.

MARCIN G. KAMROWSKI

Defendant

- FILED -

MAR 07 2014

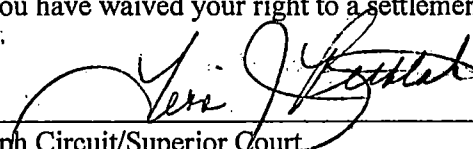
Clerk
St. Joseph Superior Court

COPY

TO DEFENDANT: Marcin G. Kamrowski
1715 S. Twyckenham Dr.
South Bend, IN 46613

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Date: MAR 07 2014


Clerk, St. Joseph Circuit/Superior Court (Seal)
Courthouse, 101 S. Main Street, South Bend, IN 46601
574/235-9635

(The following manner of service of summons is hereby designated.)

- ☐ Registered or certified mail.
☐ Service at place of employment, to-wit:
☒ Service on individual - at above address (If not personal; posting and mailing).
☐ Service on agent. (Specify)
☐ Other Service. (Specify)

Brian K Tekulve
Attorney for Plaintiff

Nelson & Frankenberger, 3105 East 98th Street, Suite 170
Indianapolis, Indiana 46280
Address

(317)844-0106
Telephone

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SHERIFF'S RETURN ON SERVICE OF SUMMONS

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(3) Other Service or Remarks: _____

Sheriff's Costs

Sheriff

By: _____
Deputy

CLERK'S RETURN OF MAILING

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Clerk, St. Joseph Circuit/Superior Court

Dated: _____, 2014

By: _____
Deputy

RETURN OF SERVICE OF SUMMONS BY MAIL

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I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint was returned not accepted on the ____ day of _____, 2014.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____ was accepted by _____ on behalf of said defendant on the ____ day of _____, 2014.

Clerk, St. Joseph Circuit/Superior Court

By: _____
Deputy

CAUSE NO. ROOM NO. _____	JP MORGAN CHASE BANK, NATIONAL ASSOCIATION	Plaintiff,	vs.	MARCIN G. KAMROWSKI	Defendants.	SUMMONS	SHERIFF'S COSTS	Brian K. Tekulve Attorney for Plaintiff	Nelson & Frankenberger, 3105 East 98th Street, Suite 170	Indianapolis, Indiana 46280	Address	(317) 844-0106	Telephone
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ST. JOSEPH CIRCUIT/SUPERIOR COURT
SS:
CASE NO. 71006453mF00724

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St. Joseph Superior Court

2. That in order to secure the payment of said Note, interest, and attorney's fees, Marcin G. Kamrowski executed and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for 1st Source Bank a mortgage (hereafter "Mortgage"), on May 8, 2008, mortgaging and warranting the real estate therein described (hereafter "Real Estate").

which Mortgage was duly acknowledged and recorded in the Office of the Recorder of St. Joseph County, Indiana on May 19, 2008, as Instrument No. 0816631 and re-recorded to correct legal description on June 9, 2008, as Instrument No. 0819199. A photocopy of the original Mortgage, bearing the signature of Marcin G. Kamrowski is attached hereto and incorporated therein by reference as Exhibit "B".

3. Plaintiff is a "person entitled to enforce" the Note pursuant to I.C. 26-1-3.1-301(1).

4. The Mortgage was subsequently transferred to Plaintiff as referenced in the Assignment, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C", and the Plaintiff is entitled to enforce the terms and obligations of the Mortgage.

5. As of March 7, 2014, the unpaid principal balance, accrued but unpaid interest, late fees and advances of the Note amounted to \$63,844.15, and interest continues to accrue thereon in accordance with the Note.

6. In order to prepare for and commence this action, Plaintiff has obtained a title search, which is an additional sum secured by said Mortgage and due and payable to the Plaintiff and Plaintiff will be obligated to make other expenditures during the pendency of this action, which sums are secured by said Mortgage and will be due and payable. Plaintiff has been obliged to employ an attorney to bring this action and a reasonable attorney's fee should be fixed and allowed as an additional sum due secured by the Mortgage and owing to the Plaintiff in accordance with the terms of the Note and Mortgage, which attorney's fee shall be later determined by this Court.

7. The Note is in default by virtue of delinquent mortgage payments, and by reason of such, Plaintiff exercised its option under said Note to declare, and hereby does declare, the total, principal balance with accrued interest and expenses immediately due and payable.

8. The notice pursuant to IC 32-30-10.5-8(a) was sent to Marcin G. Kamrowski at least 30 days prior to the commencement of this action, a true, genuine and authentic copy of which is attached hereto and incorporated herein by reference as Exhibit "D".

9. That at such time as the Plaintiff or the purchaser at sale may request, the Sheriff of this County shall evict any person or persons occupying the premises herein foreclosed and deliver possession thereof to the purchaser.

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

WHEREFORE, Plaintiff respectfully requests a judgment against the Defendant, Marcin G. Kamrowski, in the sum of \$63,844.15 as of March 7, 2014, plus per diem interest thereon from March 7, 2014, to the date of judgment in accordance with the Note; plus further amounts expended by Plaintiff for advances or in the collection of the aforesaid sums which are in accordance with the terms of the note and mortgage; that the Court enter a decree foreclosing Plaintiff's mortgage and the equity of redemption of all Defendants and all persons claiming under and through them; that the Defendants, upon failure to answer, shall be forever barred from asserting any right, title or interest in the Real Estate; that the property be ordered sold by the Sheriff of this County to satisfy the amount found to be due the Plaintiff, without relief from valuation or appraisal laws; and that, in case of sale of the mortgaged property, a proper deed or deeds be issued according to law to the purchaser or purchasers at such sale or sales; that the

Plaintiff be empowered to bid for the said mortgaged property or any part thereof with the indebtedness found to be due the Plaintiff; and for all other relief proper in the premises.

By: B. K. Tekulve
Brian K. Tekulve

Lawrence J. Kemper – Atty Number 18029-29
Fredric Lawrence – Atty Number 20224-49
James E. Shinaver – Atty Number 17553-29
John B. Flatt – Atty Number 20883-45
Brian K. Tekulve – Atty Number 30882-49
NELSON & FRANKENBERGER
3105 E. 98th St., Suite 170
Indianapolis, IN 46280
(317) 844-0106

Multistate

NOTE

RHA Case No.

May 8, 2008
[Date]

1715 S Twyckenham Drive, South Bend, IN 46613
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means 1st Source Bank, AN INDIANA CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Sixty Three Thousand Six Hundred Forty and no/100

Dollars (U.S. \$ 63,640.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Five and Seven / Eighths percent (5.8750 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on July 1, 2008. Any principal and interest remaining on the first day of June 2038, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P O Box 1602, South Bend, IN 46634

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 376.45. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

VMP -1R (0210).01

VMP Mortgage Solutions (800)521-7291

Page 1 of 2 MW 10/02.01

Initials: *mk*

EXHIBIT

A



6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.0000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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 also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Marcin G. Kamrowski (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

① ~~PAY TO THE ORDER OF~~ (Seal)
-Borrower

~~WITHOUT RECOURSE~~ (Seal)
-Borrower

1ST SOURCE BANK


JULIA NORRIS

ASSISTANT VICE PRESIDENT

43

METROPOLITAN TITLE IN, LLC
4100 EDISON LAKES PKWY.
SUITE 120
MISHAWAKA, IN 46545



2

0816631
RECORDED AS PRESENTED ON
05/13/2008 12:18:15PM
TERRI J. BETHLAKE
ST. JOSEPH COUNTY
RECORDER
REC FEE: \$28.00
PAGES: 8

Return To:
1st Source Bank
P O Box 1602
South Bend, IN 46634

[Space Above This Line For Recording Data]

State of Indiana

MORTGAGE

RHA Case No.

MIN

May 8, 2008

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is Marcin G. Kamrowski

re-record correcting Legal

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. a street address of 3300 S.W. 34th Avenue, Suite 101, Ocala, FL 34474, and ("Lender") is organized and existing under the laws of INDIANA has an address of P O Box 1602, South Bend, IN 46634

Sixty Three Thousand Six Hundred Forty and no/100

. Borrower owes Lender the principal sum of

Dollars (U.S. \$ 63,640.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2038

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and

RHA Indiana Mortgage with MERS - 4/96
VMP-4N(IN) (0604) Amended 2/01
Page 1 of 8 Initials: *UK*

VMP Mortgage Solutions, Inc.



TERRI J. BETHLAKE
ST. JOSEPH COUNTY
RECORDER
REC FEE: \$29.00

RECORDED AS PRESENTED ON
06/09/2008 12:15:06PM

0819199



all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns to MERS, the following described property located in ST JOSEPH - 141 * VISTULA ~~NE~~ County, Indiana:

Lot Numbered Twenty-seven (27) as shown on the recorded Plat of Mayr's* ~~XXXXXX~~ Avenue Addition to the City of South Bend, together with the East Half (1/2) of that part of the vacated alley lying West of adjoining said lot, excepting therefrom a tract of land Twenty (20) feet in width, East and West, taken off of and from the entire East end of said Lot for the widening of Kline Street, now Twyckenham Drive, in St. Joseph County, Indiana.

Parcel ID Number:

which has the address of 1715 S Twyckenham Drive
South Bend

[City], Indiana

46613

[Zip Code] ("Property Address");

[Street]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be

amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

20. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Growing Equity Rider

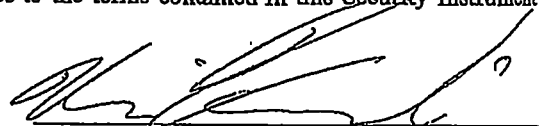
☐ Other [specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



(Seal)

Marcin G. Kamrowski

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF INDIANA,

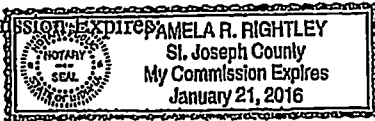
St. Joseph

County ss:

On this 8th day of May, 2008, before me, the undersigned, a Notary Public in and for said County, personally appeared Marcin G. Kamrowski

WITNESS my hand and official seal.

My Commission Expires



PAMELA R. RIGHTLEY
St. Joseph County
My Commission Expires
January 21, 2016

, and acknowledged the execution of the foregoing instrument.
Pamela R. Rightley
Notary Public

This instrument was prepared by: Kristin Tullledge

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Pamela R. Rightley

1303447

RECORDED AS PRESENTED ON

02/05/2013 09:46:10AM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$15.00
PAGES: 2

MAIL
When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #:



ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 1ST SOURCE BANK, ITS SUCCESSORS AND ASSIGNS PO BOX 2026, FLINT, MI, 48501 (MERS Address: 1901 E Voorhees Street, Suite C, Danville, IL 61834) by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Mortgage is dated 05/08/2008, and made by MARCIN G. KAMROWSKI to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR 1ST SOURCE BANK and recorded in Book , at Page , or as Document # 0816631 in the office of the Recorder of ST. JOSEPH County, Indiana. Re-Record: DT. 06/09/2008 INST. NO. 0819199 RE-RECORD TO CORRECTING LEGAL.

Dated 01/17 /2013 (MM/DD/YYYY).

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 1ST SOURCE BANK, ITS SUCCESSORS AND ASSIGNS

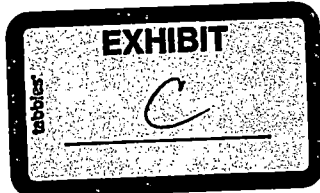
By:

ASST. SECRETARY

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS -@ CHASE MIN MERS PHONE 1-888-679-6377 1901 E
Voorhees Street, Suite C, Danville, IL 61834 [C] FRMINI

Page 1



Loan #:



STATE OF LOUISIANA PARISH OF OUACHITA

On 01/17/2013 (MM/DD/YYYY), before me appeared Angela Ruth Baine, to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 1ST SOURCE BANK, ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Angela Ruth Baine
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

IPCAS -@ CHASE MIN MERS PHONE 1-888-679-6377 1901 E
Voorlives Street, Suite C, Danville, IL 61834 [C] FRMIN1

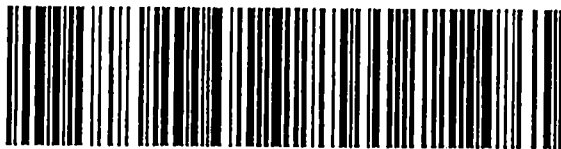
Page 2



P.O. Box 183205
Columbus, OH 43218
For Undeliverable Mail Only



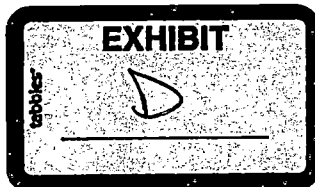
USPS CERTIFIED MAIL™



9214 8901 0754 4630 0123 83

018013 - 1 of 3 NSP0HDLA-CA J0449445 0000000

MARCIN G KAMROWSKI
1715 S TWYCKENHAM DR
SOUTH BEND IN 46613



Chase (OH4-7399)
P.O. Box 183205
Columbus, OH 43218
For Undeliverable Mail Only



10/31/2013

MARCIN G KAMROWSKI
1715 S TWYCKENHAM DR
SOUTH BEND, IN 46613

Presuit Notice

Account: [REDACTED]

Property Address: 1715S TWYCKENHAM DR
SOUTH BEND, IN 46613 (the "Property")

Dear MARCIN G KAMROWSKI:

On the following page, you will find a notice regarding your home as required by Indiana law.

To: MARCIN G KAMROWSKI
10/31/2013

Date:

You are in default on your mortgage.

If you remain in default for thirty (30) more days, JPMorgan Chase Bank, N.A. ("Chase") may initiate foreclosure on the property located at: 1715S TWYCKENHAM DR SOUTH BEND, IN 46613. If that happens, you could lose your home.

You are encouraged to work with a free counselor through the Indiana Foreclosure Prevention Network (IFPN).



Logo of the Indiana Foreclosure Prevention Network (IFPN)

- To speak with a certified foreclosure prevention specialist, call 1-877-GET-HOPE (1-877-438-4673) or visit www.877GETHOPE.org.
- This is a FREE state program that can offer you assistance if the home subject to foreclosure is your primary residence.
- IFPN counselors can confidentially review your situation and help you determine your options to avoid foreclosure.
- IFPN is not a legal service and does not provide free attorneys or legal advice.

If you choose not to contact IFPN or the home subject to foreclosure is not your primary residence, you may still contact your loan servicer, Chase, to be evaluated for foreclosure prevention options.

- You may have already received information from your loan servicer about foreclosure prevention options. You can still be evaluated for these options even if you haven't already applied.
- Contact your loan servicer to obtain the application package necessary to apply for foreclosure prevention options.
- You may contact your loan servicer by calling 800-848-9380.

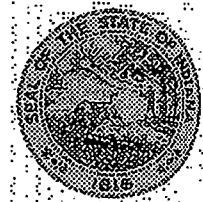
Do not abandon your home before understanding your rights.

If your lender files a foreclosure action against you and obtains a judgment, Indiana law gives you the right to:

- Appeal any finding that your property is abandoned,
- Redeem your property from the judgment, and
- Keep possession of the property until the foreclosure sale occurs, as long as certain legal conditions are met.

NOTICE REQUIRED BY STATE

Mortgage foreclosure is a complex process. People may approach you about "saving" your home. You should be careful about any such promises. There are government agencies and nonprofit organizations you may contact for helpful information about the foreclosure process. For the name and telephone number of an organization near you, please call the Indiana Foreclosure Prevention Network.



We are a debt collector.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

BR017

Service List:

By Sheriff:

Marcin G. Kamrowski
1715 S. Twyckenham Dr.
South Bend, IN 46613

- FILED -

MAR 07 2014

Clerk
St. Joseph Superior Court

STATE OF INDIANA) ST. JOSEPH CIRCUIT/SUPERIOR COURT
)SS:
COUNTY OF ST. JOSEPH) CASE NO. _____

JPMorgan Chase Bank, National Association)

Plaintiff)

vs.)

Marcin G. Kamrowski)

Defendant)

- FILED -

MAR 07 2014

Clerk
St. Joseph Superior Court

APPEARANCE FORM
Initiating Party

Court: St. Joseph Circuit/Superior Court

1. JPMorgan Chase Bank, National Association

2. Attorney information (as applicable for service of process):

Name:	Lawrence J. Kemper	Atty Number: 18029-29
	James Shinaver	Atty Number: 17553-29
	Fredric Lawrence	Atty Number: 20224-49
	John Flatt	Atty Number: 20883-45
	Brian Tekulve	Atty Number: 30882-49

Address:	NELSON & FRANKENBERGER	Phone: (317) 844-0106
	3105 E. 98th St., Suite 170	FAX: (317) 846-8782
	Indianapolis, Indiana 46280	Computer Address: BTekulve@nf-law.com

3. Case Type requested: MF (Mortgage Foreclosure) 4. Will accept FAX service: Yes_ No X
[See Administrative Rule 8(b)(3)]

5. Are there related cases? Yes_____ No X If yes, list case number below:

6. Additional information required by state or local rule: Not Applicable

NELSON & FRANKENBERGER

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

JAMES J. NELSON
CHARLES D. FRANKENBERGER
JAMES E. SHINAVER
LAWRENCE J. KEMPER
JOHN B. FLATT
FREDRIC LAWRENCE

3105 EAST 98TH STREET, SUITE 170
INDIANAPOLIS, INDIANA 46280
PHONE: 317-844-0106
FACSIMILE: 317-846-8782

JANE B. MERRILL,
Of Counsel

JON C. DOBOSIEWICZ,
Land Use Professional

March 7, 2014

- FILED -

VIA CERTIFIED MAIL

MAR 07 2014

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

**Clerk
St. Joseph Superior Court**

Re: JPMorgan Chase Bank, National Association vs. Marcin G. Kamrowski, et al.
Mortgage Foreclosure ("MF")

Dear Clerk of Court:

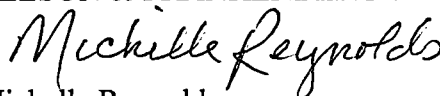
Enclosed please find (i) an original and five copies of my client's Complaint on Note and to Foreclose Mortgage, Summons, Appearance Form and (ii) a green sheet summarizing confidential information redacted from the same pursuant to Trial Rule 5(G) in the above-referenced matter. Also enclosed please find a filing fee check in the amount of \$191.00 and a check in the amount of \$13.00 for the St. Joseph County Sheriff. Please file the same and return a file-stamped copy in the self-addressed, stamped envelope provided.

Please also note that pursuant to Trial Rule 5(F), the enclosed pleadings should be file-marked as of today's date, March 7, 2014.

Thank you for your cooperation and assistance with this matter. Should you require anything further to accomplish the foregoing, please do not hesitate to contact me.

Very truly yours,

NELSON & FRANKENBERGER



Michelle Reynolds
Paralegal

Enclosures