

# UNOFFICIAL COPY



Doc#: 0404822051  
Eugene "Gene" Moore Fee: \$58.50  
Cook County Recorder of Deeds  
Date: 02/17/2004 10:10 AM Pg: 1 of 5

Recordings Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

17481847

Space Above for Recorder's Use Only

Loan Number: 1983643  
~~After Recorded Return to: GMAC Residential Funding Corporation~~  
~~One Meridian Crossings, Ste: T00~~  
~~Minneapolis, MN 55423~~  
~~MC: 03-03-10~~

## AFFIDAVIT OF LOST ASSIGNMENT

Shauna Moerke being duly sworn, deposes and says under the penalty of perjury,

1. I am the Assistant Vice President for Residential Funding Corporation, the current holder of a certain Note dated 4/14/2000 made by **Lucrisha M. Brewer, an unmarried woman and Lucrisha Brewer-Enaholo and Michael Enaholo, Wife and Husband** payable to the order of **A.N.H.M., Inc.** in the original amount of **\$82,250.00.**
2. The said Note was secured by a **Mortgage**, which **Mortgage** was recorded on 5/5/2000 in **Book Page** as **Instrument No. 00320358** in the Office of the Recorder of Cook County, State of Illinois.
3. **Bank One, National Association as Trustee** is the current holder of the note as evidenced by the chain of endorsements set forth on the said Note. A true and correct copy of the Note is attached hereto and incorporated herein by reference. Residential Funding Corporation has been the holder of the Note and has been in physical possession of all associated loan records since the loan transferred to us in 5/19/2000.
4. Based upon the information available to us, it appears the assignment of the **Mortgage** from **A.N.H.M., Inc.** to **Bank One, National Association as Trustee c/o Residential Funding Corporation** was either lost prior to recording or inadvertently not prepared when the loan transferred from **A.N.H.M., Inc.** to Residential Funding Corporation is not now obtainable.

Property Address: 12122 S. Lasalle Street, Chicago, IL 60628  
Legal Description: Lot 197 in Britigan's Stewart Ridge Addition, being a subdivision of the southeast quarter of the northeast quarter of section 28, township 37 north, range 14 east of the third principal meridian, in Cook County, Illinois.  
Parcel# 25-28-220-028

S-N  
P-5  
S-N  
M-Y  
M, I, J

# UNOFFICIAL COPY

Further Affiant sayeth Not.

Executed this 1/15/2004

**RESIDENTIAL FUNDING CORPORATION**

By: *Shauna Moerke*  
Name: **Shauna Moerke**  
Title: **Assistant Vice President**

State of MINNESOTA )  
  )SS  
County of HENNEPIN )

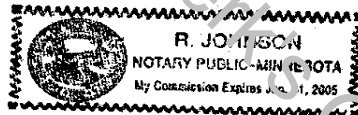
Subscribed and sworn to before me, **C. Montgomery** Notary Public of Said State on this **1/15/2004** personally appeared **Shauna Moerke, Assistant Vice President** of Residential Funding Corporation personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Assistant Vice President on behalf of the corporation therein and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

*R. Johnson*  
Notary Public

My Commission expires **1-31-05**

**Prepared By: Shauna Moerke**  
**One Meridian Crossings**  
**Minneapolis, MN 55423**



UNOFFICIAL COPY 1983643

**BALLOON NOTE**  
(Fixed Rate)

LOAN ID# 01263

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

APRIL 14TH 2000

LOMBARD  
(City)ILLINOIS  
(State)12227 S. LASALLE STREET, CHICAGO, ILLINOIS 60628  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$82,250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is A. N. H. M., INC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 13.100 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 19TH day of each month beginning on MAY 19TH, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 19TH, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 611 COMMERCE ST. STE 2709, NASHVILLE, TN. 37203 or at a different place as required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$916.29.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notices of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

# UNOFFICIAL COPY

LOAN ID# 01263

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Lucrisha M. Brewer* (Seal)  
LUCRISHA M. BREWER -Borrower

*Lucrisha Brewer Enaholo* (Seal)  
LUCRISHA BREWER-ENAHOLO -Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

*[Sign Original Only]*

# UNOFFICIAL COPY

## ALLONGE ENDORSING MORTGAGE NOTE

This Allonge (the "Allonge") is being executed and delivered by **A. N. H. M., INC.**

("Originator") as of **APRIL 14TH, 2000** to endorse the Mortgage Note made by **LUCRISHA M. BREWER AND LUCRISHA BREWER-ENAHOLO AND MICHAEL ENAHOLO**

dated as of **APRIL 14TH, 2000** and payable to Originator, to which this Allonge is attached and made a part (together with all extensions, renewals, replacements and amendments thereto, the "Note").

The Note relates to the following loan information:

Loan Number: 01263

Mortgagor(s) Name: LUCRISHA M. BREWER

Property Address: 12127 S. LASALLE STREET  
CHICAGO, ILLINOIS 60628

Amount of Note: \$ 82,250.00

NOW THEREFORE, the Note is hereby endorsed payable to the order of: , ,

**RESIDENTIAL FUNDING CORPORATION**, without recourse.

IN WITNESS WHEREOF, Originator has duly executed and delivered this Allonge by its authorized officer to be effective as of **APRIL 14TH, 2000**

Name of Originator: A. N. H. M., INC.

Authorized Signature: *Alicia Mangrum*

Name and Title: ALICIA MANGRUM, TREASURER

**PAY TO THE ORDER OF**  
**Bank One, National Association, as Trustee**  
**WITHOUT RESCOURSE**  
**Residential Funding Corporation**  
 BY *Judy Faber*  
**Judy Faber, Vice President**



**U17481847-01GM05**  
 OFF LOST ASSIGNM  
 LOAN# 1983643  
 US Recordings