

UNOFFICIAL COPY

May 21, 2006



Doc#: 0614212052 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2006 11:40 AM Pg: 1 of 9

Notice of Lien

Against

Mario Sutton

Secured Against

6144 South Sangamon

Chicago, ILL. 60621

Pin # 20-17-420-040-000

In Favor of

Cosmopolitan Lobbyist & Consultants LLC

&

Andre Johnson, Member

430 East 162nd Street

Suite 248

South Holland, 60473

In The Amount of \$ 2,000.00

This Lien can be released by contacting the below firm:

Cosmopolitan Lobbyist & Consultants LLC

430 East 162nd Street

South Holland, 60473

See supporting documents attached for non-paid bill-service. Services rendered and not paid for.

Eight pages to follow.

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May 21 06 11:47p

708-575-8885

1-866-951-0600

p.2

03/27/2006 12:57 FAX 4124421802

LOSS MITIGATION

03/27/2006

**First Franklin
Loan Services**P.O. Box 1838
Pittsburgh, PA 15230-1838

March 27, 2006

Mario Sutton
6144 S Sangamon St
Chicago IL 60621RE: Loan No. [REDACTED]
Property Address 6144 S Sangamon St
Chicago IL 60621

Dear Loan Customer,

This letter represents the approval by our Company of a short pay-off on the loan referenced above, assuming all information received (including the HUD-1 and estimated cost sheet) is correct. The terms of acceptance are as follows:

Offer Sale Price	\$103,000.00
Pay off	Not less than \$103,000.00
Other	

- Loan must close on or before 4/20/2006.
- Pay-off must be received in our office no later than 4/21/2006.
- No cash to seller is allowed.
- Real estate commission must be no more than 0%.
- Final closing figures must be faxed to us 48 hours prior to the closing.
- Sellers must write a letter to us requesting that all remaining escrow funds (if applicable) be applied to the indebtedness. This includes any tax and/or insurance refunds.
- Its understood that this is a short refinance.

Upon closing of the sale, please provide me with the details of the closing and disbursement of funds. Forward the items listed on page two of this letter, via express mail, to my attention at:

Loan Services
ATTN: Loss Mitigation
150 Allegheny Center Mall
Pittsburgh, PA 15212-5356

LM901/MG0

National City Home Loan Services, Inc. is a subsidiary of National City Bank of Indiana. First Franklin and NationPoint are divisions of National City Bank of Indiana, which is a wholly-owned subsidiary of National City Corporation. National City Home Loan Services, Inc. services loans for the following affiliated entities as First Franklin Loan Services, National City Loan Services and NationPoint:

National City Bank
National City Bank of the Midwest
First Franklin Financial Corporation

National City Bank of Indiana
National City Bank of Pennsylvania

National City Bank of Kentucky
NationPoint

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03/27/2006 12:57 FAX 4124421802

LOSS MITIGATION

003/003

**First Franklin
Loan Services**P.O. Box 1838
Pittsburgh, PA 15230-1838Mario Sutton
1044489172
Page 2

Forward the items listed below to the mailing address or wire the funds using the wire instructions.

MAILING ADDRESS

Loan Services
ATTN: Loss Mitigation, 24-120
150 Allegheny Center Mall
Pittsburgh, PA* 15212-5356

Fax No.: 412-442-1802

WIRING INSTRUCTIONS

Bank: National City Bank of Indiana
ABA: 074000065
Acct: National City Home Loan Services
151217 / 0004743
Contact: Millie Fitzgerald, 412-442-0789
Mortgagor: Mario Sutton
Loan Number: 1044489172

Items to be forwarded following closing:

- A check for \$103,000.00 representing the pay-off amount.
- Copies of receipts for goods and/or services paid from proceeds of the sale.
- A copy of the Closing/Settlement Statement.

Upon receipt of the proceeds, the lien will be sent for release.

If you have any questions, I am available to assist you at 800-622-5035, extension 22346, between 8:00 AM and 5:00 PM, Eastern time, Monday through Friday.

Sincerely,



Michael T. Goldsboro
Loss Mitigation

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

LM902/MGO

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National City Bank
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NationPoint

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**THIS IS A COPYWRITTEN DOCUMENT AND CANNOT BE REPRODUCED OR
MODIFIED WITHOUT WRITTEN PERMISSION FROM
COSMOPLITAN LOBBYIST & LOBBYIST L.L.C. OF ILLINOIS**

CONTRACT FOR AGREEMENT AND PROMISSORY NOTE

**STATE OF ILLINOIS
COUNTY OF COOK**

KNOW YE ALL MEN BY THESE PRESENTS;

This Agreement made and entered into this February 4 2006 by and between Andre Johnson (member of) Cosmopolitan Lobbyist & Consultants LLC, hereinafter called the Business Agent and Maria Sutton, A Singleman as Owner's, called the client.

The client(s) date of birth is [REDACTED]; subject is 6144 S Sangamon, Chicago, Cook County, Illinois.

Client(s) hereby retain(s) and employ(s) this firm to:

To diligently negotiate to and obtain a short pay from the current lien holder, in that is solely owned in the client name. This property is (commonly) known as 6144 S Sangamon, Chicago, ILL, Cook County, Illinois. The Cook County tax # is 20-17-420-040-0000. All services will be completed on or by with in / by 90 business days from the signing of this contract, (subject to terms and conditions that can be controlled by the Business Agent and any pending litigation). The business agent and client agree that Andre Johnson & Associates LLC shall have exclusive rights to sell or refinance said property (on behalf of client) for at least one hundred and twenty (120) days from the date this contract will be signed.

Continue to page two

In consideration for said payment, (for this Retainer Agreement and Promissory Note) the Business Agent agrees to perform to the best of his abilities and to exhibit due diligence in the conduct of said services. The preliminary retainer is \$ 800.00 . The purpose of this money is for all advance work done up to the time of closing. If the business agent is able to obtain a short sale on behalf of the client, the client(s) agrees to pay additional cost of \$ 2,000.00. The total cost of this contract is \$2,800.00. All court cost, and other related client expenses, must be paid in advance before they occur. If the Business Agent is able to obtain a short sale/ reduced payoff of said property, this debt will appear on the HUD statement as a line item. Upon notice of completion of this agreement, the balance of the payment is due and must be paid out of closing cost of sale, or refinance of said property. In the event legal action is required to enforce any provision of this Contract Agreement/Promissory Note, the prevailing party shall be entitled to recover reasonable fees and cost. If the Client violates this contract, this document will be immediately considered a default of this Retainer/Promissory Note by the Client(s), and automatically becomes a Lien (for services rendered and not paid in full) against the property for which this Agreement was produced.

Any non-cooperation, full discovery, false information, fraud, or unwillingness to provide all necessary documents by the Client(s) in a timely matter will result in an automatic default of this Agreement/Promissory Note, and the unpaid balance must be paid immediately to the Business Agent in the form of a cashiers check.

If the Business Agent does not provide the services in this Agreement/Promissory Note (notwithstanding precondition), within ninety (90) days from the signing of this contract. The client(s) shall consider this contract null and void. The preliminary retainer, part A (\$800.00) is non refundable and no further money is due. The Client(s) must sign and notarize the Power of Attorney. This Power of Attorney must be kept in force, if violated this would also be considered a violation and default by the Client(s).

PUBLIC ACT 90-424 IL.

Article 10, Section 10-10(a) accept as otherwise provided in Subsection (2) of this, the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, solely the debts, obligations, or liability of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company solely of being or acting as member or manager.

Continue to page three

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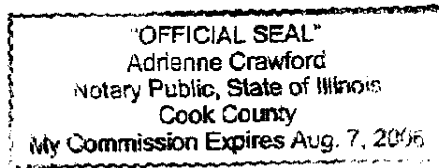
1-866-951-0600

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date written below.

Maria Sutton _____ Date 2-4-06
Client

STATE OF ILLINOIS)
) SS.
COUNTY OF)



The undersigned, a Notary Public in and for the County in the State aforesaid, DOES HEREBY CERTIFY THAT Maria Sutton are /is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notary seal this 4th day of February, 2006.

[Signature]
Notary Public

My commission expires:

This document will be recorded in the Cook County Recorder of Deeds

END OF DOCUMENT

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POWER OF ATTORNEY
Exclusive use only For Foreclosure
In Circuit Courts of Cook County, IL
Case # 2006-CH-00212

PAGE 1 OF 2

The undersigned, Mario Sutton of 6144 S Sangamon Chicago, Illinois, hereby appoints Andre Johnson of Cosmopolitan Lobbyist & Consultants LLC, (hereinafter referred to as "said attorney"), of the County of Cook and State of Illinois, the true and lawful attorney in fact, for, and in the name and stead of, and on behalf of the undersigned, to do and execute and to deliver all or any of the following acts, including but not limited too: authorization to speak on my behalf, to obtain, negotiate, and represent myself (in my presence and out of my presence) regarding refinancing, repurchasing or repaying debts or debtors, including all other business conducted by myself in the past and through the duration of this power of attorney. Mr. Johnson also has the power to accept or reject any offers made on my behalf at any time. This power of attorney also serves, as an official release of any information deemed necessary to aid him or his office to which I have done business within the past through the duration of this power of attorney. This also includes (but is not limited to) any licensed brokerage company, (U.S.) bank's, (foreign) banks, finance companies, loan companies, individual real estate brokers, mortgage brokers, appraisers (and their firms), licensed and regulated through instruments, deeds and things, at such time or times and from time to time as said attorney may determine, all with respect to all or any part of the real property below described or referred to in this Power of Attorney, (hereinafter referred to as "said real estate") as fully as the undersigned might or could do if personally present and acting, to-wit: (*Address & P.L.N. #*) 20-17-420-0400-0000
6144 S Sangamon, of Chicago, IL. 60621

This power of attorney also gives the power to contract to sell, and to agree to convey, in fee simple absolute or in any lesser estate, for such price, for cash or on credit, upon such terms and to such purchaser or purchasers and to make, execute and deliver such contracts for any such sale or sales, containing such promises, agreements and provisions, all as said attorney may determine;

To perform all contracts concerning said real estate which the undersigned have entered into prior to or after this date;

To execute, acknowledge, deliver and cause to be filed of record and recorded, such deed or deeds and such other instrument or instruments of conveyance to such grantee or grantees, with or without such covenants of warranty, or otherwise and with or without such other agreements and provisions and such reservations and conditions and conveying in fee simple or in such lesser estate and in joint tenancy or in such other tenancy, all as said attorney may determine;

To waive all rights and benefits of the undersigned under and by virtues of the Homestead Exemption Laws of the State of Illinois, in any deed, trust deed, mortgage, or other instruments, executed pursuant to any of the foregoing powers and also in any acknowledgment thereof; and the undersigned hereby waive all rights and benefits under and by virtue of the Homestead Exemption laws of the State of Illinois.

To receive and receipt for all proceeds of sale or mortgage, option money, earnest money, rents, royalties and other income or funds, whether in currency or evidenced by check, draft or other instrument.

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PAGE 2 OF 2

Said attorney shall have and may exercises any and all of the powers and authorities hereinabove granted at any time and from time to time, within one year from the date hereof, or until such prior date as such power and authority shall be revoked by instrument in writing signed by the undersigned and recorded in the Recorder's Office of the county in the state of Illinois, wherein said real estate is situated.

The real estate with respect to which this Power of Attorney is executed is described as follows, to-wit;

Name Mario Sutton

Date of birth [REDACTED]

Social Security # [REDACTED]

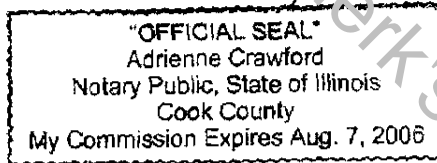
Principal Address 6144 S Sangamon

Date To Commence Power of Attorney 2-4-06, Date to End Power of Attorney 4-28-06

Mario Sutton 2-4-06
Sign & Date

WITNESS the due execution hereof this 14th day of February, 2006.

STATE OF ILLINOIS)
) SS.
COUNTY OF)



The undersigned, a Notary Public in and for the County in the State aforesaid, DOES HEREBY CERTIFY THAT Mario Sutton is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 14th day of February, 2006.

[Signature]
Notary Public

My commission expires:

End Of Document

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<https://63.251.13.149/cookcounty/Finddock.asp?DocketKey=CAA..>

Dorothy Brown

Clerk of the
Shire's Court
Cook County

Case Information Summary for Case Number
2006-CH-00212

Filing Date: 1/5/2005

Division: Chancery Division

Ad Damnum: \$0.00

Case Type: MORTGAGE FORECLOSURE

District: First Municipal

Calendar: 55

Party Information

Plaintiff(s)

NATIONAL CITY BANK MIDWES

Attorney(s)

PIERCE & ASSOCIATES

1 N DEARBORN #1300

CHICAGO IL, 60602

(312) 346-9088

Date of Service

Defendant(s)

SUTTON MARIO

Attorney(s)

UNKNOWN HEIRS LEGATEES

UNKNOWN OWNERS

NONRECORD CLAIMANTS

Case Activity

Activity Date: 1/5/2006

Participant: NATIONAL CITY BANK MIDWES

MORTGAGE FORECLOSURE COMPLAINT FILED

Court Fee: 294.00

Attorney: PIERCE & ASSOCIATES

Activity Date: 1/5/2006

Participant: NATIONAL