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PRIVATE
THIS IS NOT A PUBLIC COMMUNICATION

Notice to Agent is Notice to Principal
Notice to Principal is Notice to Agent

From: LIBELANT
Darnice Crump
Secured Party

To: LIBELEES(S)
SUCCESS ENTERPRISES, LLC
3010 Loveland Drive
Lincoln, NE 68502



Doc#: 0702439111 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2007 03:27 PM Pg: 1 of 9

Juan Martinez
11420 S. Preakness Drive
Plainfield, IL 60585

Guadalupe Zunga-Martinez
JNRC CAPITAL INVESTMENTS, LLC
11420 S. Preakness Drive
Plainfield, IL 60585

Neal M. Goldberg
LAW OFFICES OF NEAL M. GOLDBERG
39 SOUTH LASALLE STREET * SUITE 1200
CHICAGO, ILLINOIS 60603

BAR/BOND # 55349

In care of: **Juan Martinez**, Libelee, is charged with distributing copies to all other named Libelees.

The term "Libelee(s)" hereinafter includes/applies to, all above named Libelees and/or entities, jointly and severally unless specified differently.

Document No. 70051160000283680519

RE: CONSTRUCTIVE NOTICE AND DEMAND

PURSUANT TO: UCC Article 9, UCC 3-602 & 3-603
UCC 3-104, 3-307, 3-501, 3-502, 3-505

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VIOLATIONS: Title 18 United States Code, Sec. 241 and 242

Please take notice of the following:

Darnice Crump, (Libelant/Affiant) has personal first hand knowledge of certain facts relevant to matters between Libelant and Juan Martinez, dba, SUCCESS ENTERPRISES, LLC (hereinafter SUCCESS); Guadalupe Zunga-Martinez, dba, JNRC CAPITAL INVESTMENTS, LLC (hereinafter JNRC); and Neal M. Goldberg, dba, LAW OFFICES OF NEAL M. GOLDBERG (hereinafter GOLDBERG). I, Darnice Crump, proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of my knowledge and belief.

STATEMENT OF FACTS

- 1) Libelant purportedly borrowed \$26,600.00 from lender BWM MORTGAGE on September 30th, 1999; an Allonge to the "Note" was used to include GMAC Mortgage Corporation as Mortgagee. The mortgaged property is located at 14413 S. Blackstone Ave., Dolton, Illinois 60419.
- 2) The account number of the purported loan was 439900007204.
- 3) GMAC Mortgage Corporation issued an Allonge to the "Note" stating "Pay to the order of JNRC Capital Investments., without recourse and without representation and warranty", dated September 30, 1999. (Copy attached)
- 4) Libelant received a copy of "ASSIGNMENT OF MORTGAGE", recorded 12/01/2005, stating JNRC had conveyed, assigned, and transferred all interest under that certain MORTGAGE dated September 30th, 1999 and recorded on October 5th, 1999, as Instrument # 99-952894 to SUCCESS. (Copy attached)
- 5) Libelant received notice from SUCCESS dated December 08, 2005, stating GMAC Mortgage Corp. will stop accepting payments on November 01, 2005, and the new servicer, SUCCESS will begin to accept payments on November 01, 2005. (Copy attached)
- 6) Libelant received a letter dated July 10, 2006 from GOLDBERG, attorney for SUCCESS stating the total amount due on purported debt was \$34,753.14. On or about July 18, 2006, Darnice Crump called SUCCESS requiring a pay-off letter stating the total amount due to discharge debt. SUCCESS only sent a copy of "Assignment of Mortgage" and "Borrower's Promise to Pay" Note.
- 7) On August 07, 2006, Libelant presented payment with letter of instruction stating the charges on this account, Instrument No. 99-952894, were "Accepted for Value and for Consideration in Return for full settlement/discharge of debt in the amount of \$35,000.00, **Document No. 256782**, made payable to SUCCESS, under authority of Public Law 73-10, and House Joint Resolution 192[June 5, 1933], Pursuant to UCC 3-104 and 3-602.

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8) The Negotiable Instrument (International Bill of Exchange) was returned by SUCCESS to Darnice Crump demanding payment in a specified form of currency of their choice.

9) A "NOTICE OF DISHONOR" was mailed to Libelee(s) dated September 14, 2006.

10) A "NOTICE OF PROTEST" dated September 26, 2006 and recorded September 27, 2006, **Doc# 0627031058**, was mailed to Libelee(s).

11) SUCCESS and its Co-Parties and Officers have threatened to begin foreclosure proceeding against Darnice Crump.

12) Libelant has no record that SUCCESS nor its Co-Parties and Officers have provided evidence that Darnice Crump cannot legally repay any money, verified to be owed, in the same species of money or money-equivalent used to fund the loan, or any species of money recognized and authorized by the United States and pursuant to 31 U.S.C. 5103, HJR-192 and Public Law 73-10.

INJURIES

SUCCESS, its Co-Parties and Officers are committing scienter acts in bad faith, fraud conspiracy, undue enrichment, aiding and abetting, willful and wanton, irreparable harm, with malice and forethought, conversion, commercial credit slander and continuous torts including, but not limited to, anguish, and the stress of having to respond to their actions.

DUTY

SUCCESS, its Co-Parties and Officers have a moral, legal, and lawful duty to not cause injury. In accordance with the Universal Imperatives, you must not, engage in any activity such as extortion, lying, conspiracy, or commit any other scienter act that would cause an unwanted injury to another. Those Universal Imperatives are codified in the Uniform Commercial Code and the United States Code including, but not limited to 18 U.S.C. Sec. 241, 242 and UCC 3-602, 3-603, 4-104, 4-202, 4-204, and 4-501.

ACCOUNT FOR DAMAGES AND TRUE BILL

Because of the torts committed by Libelee(s), Libelant is entitled to actual damages based on the sum certain of funds due per this Accounting and True Bill.

COMPUTED AS FOLLOWS

a) Amount for having to respond to Dishonor	\$ 20,000.00
b) Amount for Dishonored Security (IBOE)	\$ 35,000.00
c) Amount for reporting erroneous public information	<u>\$ 200,000.00</u>

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Total	\$ 255,000.00
<u>Rights Violations Compensation Multiplier</u>	<u>x 4</u>
Total Damages	\$1,020,000.00

Sum Certain For Statement And True Bill – Libelee(s), individually and severally, in the amount of:

\$1,020,000.00 or One Million Twenty Thousand and 00/100 Dollars

as of October 9, 2006

“Libelant/Affiant reserves the right to amend and correct and adjust the Accounting and True Bill”

DEMAND

NOW THEREFORE, Darnice Crump, rightfully demand that each of you, in good faith execute and deliver to Darnice Crump within thirty (30) calendar days of service of this CONSTRUCTIVE NOTICE AND DEMAND the \$1,020,000.00 for the valuable consideration of the injuries Darnice Crump suffered at your hands, and as restitution and a penance for your transgressions; or show cause why said demand should not be enforced in a court of record in Illinois. Libelee(s) admit that this Affidavit, as stated herein stands as truth in commerce when un-rebutted by Affidavit on all points, points for point and failure to rebut, each and every point, is deemed a quieting of title, and that no superior claim than that of Libelant exists to the subject property. Alternatively, Libelee(s) may honor presentment submitted to settle all accounts and issue documents removing all encumbrances from property located at 14413 S. Blackstone Ave., Dolton, Illinois 60419; this contract will become void and Secured Party will not proceed with the enforcement of the above terms and conditions.

If you fail to satisfy the demand within the allotted time after having been duly served with this CONSTRUCTIVE NOTICE AND DEMAND, then by tacit procurement Darnice Crump or her nominee or her assigns will determine for you the following:

- 1) That the aforesaid demand is just,
- 2) That a court of record in Illinois may enforce the demand ex parte
- 3) That you, and each of you, concur and are satisfied with the justness of the demand, and the process by which the demand shall be enforced.

In the event Libelee(s) admits the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS, STATUTE STAPLE, ESTOPPEL BY ACQUIESCENCE and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL a SELF-EXECUTING JUDGMENT, and are not subject to appeal. Libelee(s) may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial.

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Further, if you fail to perform as demanded within the allotted time after having been duly served with this CONSTRUCTIVE NOTICE AND DEMAND, then Darnice Crump will take lawful action in a court of record (in personam and in rem),

- 1) To defend against any of you or persons acting in concert with you who have caused any injuries to Darnice Crump.
- 2) To secure her substantive rights, and
- 3) To redeem the aforementioned restitution and penance owed her.

Please do not contact Darnice Crump by telephone. In order to avoid any misunderstanding, all communications shall henceforth be on the record, i.e. in writing and duly served. Please serve all communications and responses to:

Darnice Crump, Secured Party

c/o Anthony B. Phillips, Notary Witness

430 E. 162nd Street, Suite 138

South Holland, Illinois (60471)

Libelant looks forward to Libelee's timely response. This is a verification of the CONSTRUCTIVE NOTICE AND DEMAND AND TRUE BILL.

Prepared and submitted by:

Darnice Crump

By: Darnice Crump, Libelant, Affiant

COOK COUNTY)

) SS

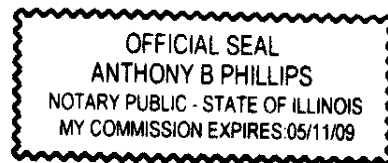
STATE OF ILLINOIS)

The above named Affiant/Libelant, appeared before me, a Notary, subscribed and affirmed this 12th day of OCTOBER, 2006.

Anthony B. Phillips

Seal:

Notary Public



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AFFIDAVIT OF SERVICE

CONSTRUCTIVE NOTICE AND DEMAND

State of Illinois)
) ss.
County of Cook)

I am over 18 years of age and not a party to the within action. My business address is:

Anthony B. Phillips, Notary Acceptor
450 E. 162nd Street, Suite 138
South Holland [60473] Illinois

On this 12th day of October, 2006, I served the following by Certified Mail;

1. Four (4) copies of Original "CONSTRUCTIVE NOTICE AND DEMAND", subscribed by Darnice Crump, Secured Party.
2. One copy of this Affidavit for each copy of CONSTRUCTIVE NOTICE AND DEMAND in a sealed envelope with postage pre-paid, properly addressed to:

Libelee(s):

SUCCESS ENTERPRISES, LLC
3010 Loveland Drive
Lincoln, NE 68502

Juan Martinez


Guadalupe Zunga-Martinez

Neal M. Goldberg

BAR/BOND # 55349

In care of: **Juan Martinez**, Mail Carrier, Libelee is additionally subject to postal statute and the jurisdiction of the Universal Postal Union.

'I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 12th day of October, 2006 ".


Anthony B. Phillips, Notary Acceptor UCC 3-402 (b)(1)

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Property Address: **14413 Blackstone**
Dolton, IL 06419

ALLONGE

Allonge to the Note (the "Note") dated September 30, 1999 and given by Darnice Crump to GMAC Mortgage Corporation in the original amount of \$26,600.00.

Pay to the order of JNRC Capital Investments., without recourse and without representation and warranty.

THIS ALLONGE SHOULD BE PERMANENTLY AFFIXED TO THE NOTE DESCRIBED ABOVE

GMAC Mortgage Corporation

By: 

Glenn A. Stavens

Limited Signing Officer

Property of Cook County Clerk's Office

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COPY

Doc#: 0533548128 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2005 02:10 PM Pg: 1 of 1

Property Address:
14413 Blackstone Avenue
Dolton, IL 60419

When Recorded return to:
Success Enterprises, LLC
11420 S. Preakness Drive
Plainfield IL 60585

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, For value Received, JNRC CAPITAL INVESTMENTS, LLC., (GRANTOR) a Limited Liability Company organized under the laws in the state of Illinois, whose address is 11420 S. Preakness Drive, Plainfield, IL 60544, current beneficiary of record, hereby conveys, assigns, and transfers to SUCCESS ENTERPRISES, LLC., (GRANTEE) whose address is 3010 Loveland Drive, Lincoln, NE 68502 all interest under that certain MORTGAGE dated September 30th, 1999 and recorded on October 5th, 1999, in the amount of \$26,600.00 as Instrument # 99-952894. Executed by Darnice Crump to BWM Mortgage.

Described as follows: TAX ID: 29 02-442-004-0000

Legal Description: Lot 25in Block 2 in Calumet Terrace Deluxe First Addition, being a Subdivision of the North 1/2 of the Southeast 1/4 of Section 2, Township 36 North, Range 14, East of Third Principal Meridian, in Cook County Illinois

Property Address:

IN THE PRESENCE OF:

JNRC CAPITAL INVESTMENTS, LLC

Signature: *Guadalupe Zuniga Martinez*
Name & Title: Guadalupe Zuniga-Martinez Member

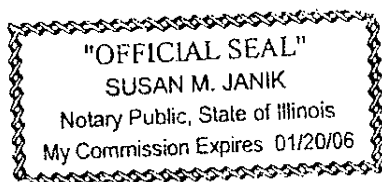
STATE OF ILL

COUNTY OF Will

BE IT REMEMBERED, that on this 29 day of Nov, 2005 before me the undersigned notary public, personally appeared the above mentioned person, who being by me duly sworn, did say he/she is the (title) Manager of JNRC CAPITAL INVESTMENTS, LLC

Given under my hand and notarial seal this 29 day of November 2005

Susan M. Janik, Notary Public
My commission expires: 1-20-06



DONE AT CUSTOMER'S REQUEST
DONE AT CUSTOMER'S REQUEST

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December 08, 2005

Darnice Crump
14413 Blackstone Ave.
Dolton, Illinois 60419

Re: 2nd mortgage with GMAC Mortgage Corporation

Dear Borrower:

You are hereby notified that the servicing of the above-referenced account, that is, right to collect from you, has been assigned, sold or transferred from GMAC Mortgage Corporation to Success Enterprises, L.L.C. The date your present servicer, GMAC Mortgage Corporation, will stop accepting payments from you is November 01, 2005. The date that your new servicer, Success Enterprises, L.L.C., will begin to accepting payments from you is November 01, 2005. Send all payments on or after that date to your new servicer.

The assignment, sale or transfer of the servicing of your account does not affect any term or condition of the financing agreement, other than terms directly related to the servicing of your account.

Present Servicer:

Your present servicer is GMAC Mortgage Corporation. If you have any questions relating to the transfer of servicing prior to November 01, 2005, please call GMAC Mortgage Corporation at (203) 447-5533, 9:00 AM - 5:00 PM, Eastern Time, Monday through Friday.

New Servicer:

Your new servicer is Success Enterprises, L.L.C. If you have any questions relating to the transfer of servicing after November 01, 2005, please call Success Enterprises, L.L.C. at (402)486-3454, or (815) 230-3580 9 AM - 5:00 PM, Central Standard, Monday through Friday.

You will receive a coupon book or billing statement from Success Enterprises, L.L.C. However, if you do not receive a coupon book or billing statement prior to your next due date, please send your payment to Success Enterprises, L.L.C., 3010 Loveland Drive, Lincoln, Nebraska 68502-5931.