

UNOFFICIAL COPY

When Recorded Mail To:

**Althea V. Gibson
110 Iliad Drive
Tinley Park, IL [60477]**



Doc#: 0709960099 Fee: \$226.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/09/2007 02:38 PM Pg: 1 of 102

For Recorder's Use Only

**NOTICE OF
Private Settlement Agreement / Satisfaction
Account No. 071526999 Case No. 06 CH 26877 / Failure To
Provide Proof Of Claim
No Trespass No Third Parties Welcome**

Prepared By: _____

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Property of Cook County Clerk's Office

No Trespass Private Agreement

This matter in its entirety is settled and closed in full by Private Agreement. Settled and Closed in Full as of March 5, 2007/Certified Mail # 7006 2760 0005 4879 5248 / Failure to provide Proof of claim after Full Acceptance For Value and Return For Value as consideration for settlement and closure of the matter in it's entirety. Valuable Consideration Was Exchanged.

By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul

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Account Closed

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

Vs.

No.06 CH 26877

Althea V. Gibson; Mortgage Electronic Registration
Systems, Inc.; Fremont Investment & Loan; Fairway
Townhomes at the Odyssey Club Homeowners
Association; Unknown Owners and Nonrecord Claimants

DEFENDANTS

NOTICE OF PRIVATE SETTLEMENT AGREEMENT

Let this serve as constructive notice that account number 071526999 has been settled and closed by the private agreement of the parties. Copies of Private Settlement Agreement and all related documents are attached in support as a courtesy to this Court through the SPECIAL APPEARANCE not GENERAL of Althea-Veona: Gibson, living soul, sui juris, untrained in law, reserving all rights and waiving none, personal or subject matter. Interference in this private contract by any third party would constitute an unwelcome and unlawful trespass and a violation of any oath of office that such third party may be bound to uphold .

Notice to the principal is notice to the agent.
Notice to the agent is notice to the principal.

Althea-Veona: Gibson
Althea-Veona: Gibson, living soul
Domiciled at:
110 Iliad Drive
Tinley Park, Illinois [60477]
March 19, 2007

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DEFENDANTS

CERTIFICATE OF SERVICE

I, Althea-Veona:Gibson, do certify that I personally sent or caused to be sent via USPS Certified Mail # 7006 2760 0005 -879 5262, the NOTICE OF PRIVATE SETTLEMENT AGREEMENT to FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE via it's agent CODUIS & ASSOCIATES, P.C. at 15W030 NORTH FRONTAGE ROAD, SUITE 100, on 20 March 2007 from a USPS location at or near Tinley Park, in the state of Illinois.

Althea-Veona: Gibson

Althea-Veona: Gibson, living soul

Domiciled at:

110 Iliad Drive

Tinley Park, Illinois [60477]

March 20, 2007

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By: Althea Veona: Gibson

By: Althea-Veona: Gibson, living soul
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Account Closed

UNOFFICIAL COPY**ALTHEA-VEONA: GIBSON**110 Iliad Drive
Tinley Park, IL [60477]

CERTIFIED MAIL: 7005 0390 0003 3178 9388

February 15, 2007

FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE
C/O CODILIS & ASSOCIATES, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527RE: Account No. 071526999/ Case No. 06 CH 26877
Private Settlement Agreement

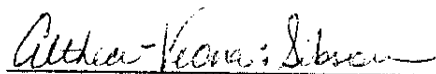
Dear FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE:

Your offer dated December 11, 2006 and titled MORTGAGE FORECLOSURE is accepted for value and returned for value as consideration for settlement and closure of Account No. 071526999 / Case No. 06 CH 26877.

Althea-Veona: Gibson accepts the full dollar value of offer as the current balance due for February, 2007. Enclosed please find a ten dollar postal money order for February, 2007 payment, leaving a balance of the full dollar value of offer minus ten dollars for the month of March, 2007. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE shall present proof of claim within ten days, exclusive of day of receipt or Account No. 071526999 / Case No. 06 CH 26877 shall settle and close in full. By remaining silent your unconditional agreement shall be acknowledged and accepted.

Notice to the agent is notice to the principal
Notice to the principal is notice to the agent

Sincerely,

Althea-Veona: Gibson,
All rights explicitly reserved

1

Private Communication

Not Public

Terms and Conditions and agreements are applicable
to all agents, successors, assigns, heirs trustees and
transferees of CREDITOR

Notice to the agent is notice to the principal

Notice to the principal is notice to the agent

Silence is Agreement/Acquiescence/Dishonor

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**By: Althea-Veona: Gibson, living soul
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Attached:

Accepted for Value –

Returned for Value Original presentments (MORTGAGE FORECLOSURE)

Postal Money Order for \$10.00 Made out to FREMONT INVESTMENT & LOAN

Property of Cook County Clerk's Office

2

Private Communication

Not Public

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to all agents, successors, assigns, heirs trustees and
transferees of CREDITOR

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
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PLAINTIFF

Vs.

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Townhomes at The Odyssey Club Homeowners
Association; Unknown Owners and Nonrecord Claimants

DEFENDANTS

MORTGAGE FORECLOSURE SUMMONS

To Each Defendant: YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the \$163.00 fee, in the Office of the Clerk of this Court in Room 802 of the Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois, 60602.

SEE IMPORTANT INFORMATION ON THE FOLLOWING PAGE

You must file within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the Officer: This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

WITNESS, DEC 11 2006, 20__

[Signature]
Clerk of Court

Date of Service DEC 11 2006, 20__

(To be inserted by officer on copy left with defendant or other person)

Codilis & Associates, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145
Client # 71526999

485964

Accepted For Value Returned For Value
As Consideration For Settlement & Closure.
Certified Mail # 7055 0390 0003 31789338
Date: February 15, 2007
Autograph: Althea V. Gibson
EIN# 43 0701566

06CH26877

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A mortgage foreclosure is a lawsuit to repossess your house.

IMPORTANT INFORMATION FOR DEFENDANTS IN A RESIDENTIAL FORECLOSURE

(This information does not apply to commercial foreclosure. Consult an attorney for advice.)

YOU HAVE RIGHTS DURING THE FORECLOSURE

1. **POSSESSION:** The lawful occupants may be able to live in the house until a judge orders an order of eviction.
2. **OWNERSHIP:** You may have the right to sell the house or refinance the mortgage during the redemption period.
3. **REINSTATEMENT:** You may have the right to bring the mortgage current within 90 days after you receive this summons.
4. **REDEMPTION:** You may have the right to pay off the loan during the redemption period.
5. **SURPLUS:** You have the right to petition for any excess money that results from a foreclosure sale of the house.
6. **WORKOUT OPTIONS:** The mortgage company does not want to foreclose the mortgage if there is any way to avoid it. Call the mortgage company or their attorney to see if there are any other alternatives to foreclosure.
7. **GET ADVICE:** This information is not exhaustive and does not replace the advice of a professional. You may have other options. Get professional advice from a lawyer or a certified housing counselor about your rights and options to avoid foreclosure.
8. **A LAWYER:** If you do not have a lawyer and are able to afford one, you may call one of the following Lawyer Referral Services and ask them to recommend a lawyer for you.
 - Chicago Bar Association Lawyer Referral Service: (312) 554-2001
 - Cook County Bar Association Lawyer Referral Service: (312) 630-1157
 - Other Lawyer Referral Services are listed in your telephone directory.

If you cannot afford a lawyer, you may call one of the following agencies that may be able to provide you with free legal help:

- * Legal Assistance Foundation of Chicago: (312) 341-1070
- Horizon Legal Center: (312) 360-9455
- * Chicago Legal Clinic: (312) 731-1762
- * Chicago Volunteer Legal Services: (312) 332-1624
- (*se habla Español)

PROCEED WITH CAUTION

You may be contacted by people offering you help with foreclosure. Follow these precautions:

1. Get legal advice before entering into any deal involving your house.
2. Get legal advice before you pay any money to any person offering to help you avoid foreclosure.
3. Do not sign any papers you do not understand.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY OTHER INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE**

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING
ADDRESSES:**

Althea V. Gibson, 110 Iliad Drive, Tinley Park, IL 60477 (Cook)

**Fremont Investment & Loan, c/o CT Corporation System, Registered Agent, 208 S. LaSalle
Street, Suite 814, Chicago, IL 60604 (Cook)**

**Fairway Townhomes at The Odyssey Club Homeowners Association, c/o Scott A Rosenlund,
Registered Agent or another authorized agent, 1156 Shure Drive, Suite 140, Arlington
Heights, IL 60004 (Cook)**

THANK YOU

14-06-G145

Property of Cook County Clerk's Office

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Cook County #21762

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

Vs.

Althea V. Gibson; Mortgage Electronic Registration
Systems, Inc.; Fremont Investment & Loan; Fairway
Townhomes at The Odyssey Club Homeowners
Association; Unknown Owners and Nonrecord Claimants
DEFENDANTS

No.

06CH 26877

COMPLAINT TO FORECLOSE MORTGAGE

NOW COMES the Plaintiff, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET-BACKED RECEIVABLES LLC 2005-FR4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FR4, by and through its attorneys, CODILIS & ASSOCIATES, P.C., complaining of the defendants herein and, pursuant to 735 ILCS 5/15-1101, states as follows:

1. Plaintiff files this Complaint to Foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "Mortgage") hereinafter described, and joins the persons named in the caption as "Defendants", as parties hereto.
2. Attached as "EXHIBIT A" is a true copy of the Mortgage. Attached as "EXHIBIT B" is a true copy of the Note.
3. Information concerning said Mortgage:

(A) Nature of the instrument: Mortgage.

(B) Date of the Mortgage: 2/25/05

(C) Name of mortgagor(s):

Althea V. Gibson

(D) Name of the mortgagee:

Accepted For Value Returned For Value
As Consideration For Settlement & Closure.
Certified Mail # 7005 0396 0003 3178 9336
Date: February 15, 2007
Autograph: Althea V. Gibson
EIN# 43 0701566

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Mortgage Electronic Registration Systems, Inc. as nominee for Fremont Investments & Loan

(E) Date and Place of Recording or Registering:

3/22/05

Office of the Recorder of Deeds of Cook County Illinois

(F) Identification of Recording: Document No. 0508146055

(G) Interest subject to the mortgage: Fee Simple.

(H) Amount of original indebtedness:

(1) Original Indebtedness: \$240,000.00

(I) Both the legal description of the mortgaged real estate and the common address or other information sufficient to identify it with reasonable certainty:

THAT PART OF LOT 6 IN ODYSSEY CLUB PHASE 5, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 6; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 6, BEING A CURVED LINE CONCAVE WESTERLY HAVING A RADIUS OF 623.92 FEET AND A CHORD THAT BEARS SOUTH 11 DEGREES 46 MINUTES 34 SECONDS EAST 58.85 FEET AN ARC LENGTH OF 5.87 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE ALONG SAID CENTER LINE SOUTH 82 DEGREES 16 MINUTES 14 SECONDS WEST 121.53 FEET; THENCE NORTH 10 DEGREES 25 MINUTES 53 SECONDS WEST 13.49 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 22 SECONDS WEST 33.62 FEET TO THE NORTHERLY LINE OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 NORTH 75 DEGREES 31 MINUTES 15 SECONDS EAST 125.43 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 110 Iliad Drive
Tinley Park, IL 60477

TAX PARCEL NUMBER: 31-07-407-033

(J) Statement as to defaults: Mortgagors have not paid the monthly installments of principal, taxes, interest and insurance for 09/01/2006, through the present; the principal balance due on the Note and the Mortgage is \$235,637.98, plus interest, costs, advances and fees. Interest accrues pursuant to the note.

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(K) Name of present owner(s) of said premises: Althea V. Gibson

(L) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

Mortgage Electronic Registration Systems, Inc., by virtue of a Mortgage executed by Althea V. Gibson, dated 2/25/05, and Recorded/registered on 3/22/05 in the office of the Recorder/Registrar of Deeds of Cook County, Illinois, as Document No. 0508146057, to secure a note in the principal sum of \$60,000.00;

Fremont Investment & Loan, by virtue of the fact that, upon information and belief, it may be the holder of the note secured by the trust deed recorded as document #0508146057 as referenced further herein.

Fairway Townhomes at The Odyssey Club Homeowners Association, by virtue of the fact that, upon information and belief, it is the townhome association for the subject property and may have some interest in the subject real estate for unpaid assessments or other charges.

(M) Names of persons who executed the Note, Assumption Agreement(s), or Personal Guarantee:

Althea V. Gibson

Please note that no personal deficiency will be sought against any party who has received a Chapter 7 discharge.

(N) Capacity in which Plaintiff brings this foreclosure: Plaintiff is the legal holder of the indebtedness or the servicing agent for the legal holder of the indebtedness. Furthermore, if applicable, an assignment of mortgage was recorded as follows:

Assignment recorded as Document Number:

(O) Facts in support of a redemption period shorter than the longer of 7 months from the date the mortgagor or, if more than one, all the mortgagors have been served with summons or by publication or have otherwise submitted to the jurisdiction of the court, or 3 months from the entry of the judgment of foreclosure, whichever is later, if sought:

The redemption period shall be determined pursuant to 735 ILCS 5/15-1603.

(P) Statement that the right of redemption has been waived by all owners of redemption: There has been no executed waiver of redemption by all owners of redemption, however Plaintiff alleges that it is not precluded from accepting such a waiver of redemption by the filing of this complaint.

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(Q) Facts in support of request for attorneys' fees and of costs and expenses, if applicable: The subject mortgage provides for payment of attorney fees, court costs, and expenses in the event of a default under the mortgage.

(R) Facts in support of a request for appointment of mortgagee in possession or for appointment of a receiver, and identity of such receiver, if sought: Unless otherwise alleged, Plaintiff will pray for said relief after the filing of the instant foreclosure action by separate petition if such relief is sought.

(S) Offer to the mortgagor in accordance with Section 15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the mortgage without judicial sale, if sought: No allegation of an offer is made however Plaintiff alleges that it is not precluded from making or accepting such offer by the filing of the instant foreclosure action.

(T) Name or names of defendants whose rights to possess the mortgaged real estate, after the confirmation of a foreclosure sale, are sought to be terminated and, if not elsewhere stated, the facts in support thereof:

Althea V. Gibson

4. Plaintiff avers that in addition to persons designated by name herein and the Unknown Defendants herein before referred to, there are other persons, and/or non-record claimants who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described, including but not limited to the following:

Unknown Owners and NonRecord Claimants, if any.

That the name of each of such persons is unknown to Plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants to this action by the name and description of UNKNOWN OWNERS and NONRECORD CLAIMANTS.

REQUEST FOR RELIEF

WHEREFORE, THE PLAINTIFF REQUESTS:

- (i) A judgment of foreclosure and sale.
- (ii) An order granting a shortened redemption period, if sought.
- (iii) A personal judgment for deficiency, if applicable and sought, and only against parties who have not received a Chapter 7 bankruptcy discharge.

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- (iv) An order granting possession, if sought.
- (v) An order placing the mortgagee in possession or appointing a receiver, if sought.
- (vi) A judgment for attorneys' fees, costs and expenses, if sought.
- (vii) For the Appointment of a Selling Officer, if deemed appropriate by this court.
- (vii) Such other and further relief as the Court deems just.

Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC
2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4

BY: _____
CODILIS & ASSOCIATES, P.C.
Its Attorneys

Codilis & Associates, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145
Client # 71526999

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UNOFFICIAL COPYEXHIBIT# A

Return To:
FREMONT INVESTMENT & LOAN
P.O. BOX 34078
FULLERTON, CA 92834-34078

Prepared By:
BARBARA LICON

Doc#: 0608148056
 Eugene "Gene" Moore Fee: \$70.00
 Cook County Recorder of Deeds
 Date: 03/22/2005 09:22 AM Pg: 1 of 24

500013641

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MORTGAGE

MDN 1001944-5000136341-6

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated February 25, 2005 together with all Riders to this document.
 (B) "Borrower" is ALTHEA V GIBSON

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3014 1/01

CS-0A(IL) (0010)

Page 1 of 15

Initials: AYB

VMP MORTGAGE FORMS (800) 521-7261



(29) 05-00737(162)

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By: Althea-Veona: Gibson

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UNOFFICIAL COPYEXHIBIT# 13**ADJUSTABLE RATE NOTE**

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 25, 2005

[Date]

BREA, CA 92821

[City]

[State]

110 ILIAD DRIVE TINLEY PARK, IL 60477

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **240,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FREMONT INVESTMENT & LOAN**

I will make all payments under this Note in the form of cash, check or money order.

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 **5.490** %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on **May 1, 2005**

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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **April 1, 2035**, 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 **2727 EAST IMPERIAL HIGHWAY, BREA CA 92821**

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ **1,361.19**. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815N (0404)

Form 5520 3/04

VMP Mortgage Solutions (800)521-7291

Page 1 of 4

Initials AKB

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Property of Cook County Clerk's Office

No Trespass Private Agreement

This matter in its entirety is settled and closed in full by Private Agreement. Settled and Closed in Full as of March 5, 2007/Certified Mail # 7006 2760 0005 4879 5248 / Failure to provide Proof of claim after Full Acceptance For Value and Return For Value as consideration for settlement and closure of the matter in it's entirety. Valuable Consideration Was Exchanged.

By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
All rights explicitly reserved**

Account Closed

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Calendar Number 547325
 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT - CHANCERY DIVISION

Wells Fargo Bank, National Association as Trustee for
 Securitized Asset-Backed Receivables LLC 2005-FR4
 Mortgage Pass-Through Certificates, Series 2005-FR4
 PLAINTIFF

Vs.

Althea V. Gibson, et. al.

DEFENDANTS

NOTICE OF MOTION

TO: Althea V. Gibson, 110 Ilad Drive, Tinley Park, IL 60477;
 Mortgage Electronic Registration Systems, Inc., 1595 Spring Hill Road, Suite 310, Vienna, VA
 22182;
 Fremont Investment & Loan, c/o CT Corporation System, Registered Agent, 208 S. LaSalle Street,
 Suite 814, Chicago, IL 60604;
 Fosco, VanderVennet & Fullett, P.C., Attorney for Fairway Townhomes at The Odyssey Club
 Homeowners Association, 1156 Shure Drive #140, Arlington Heights, IL 60004;
 Unknown Owners and Nonrecord Claimants, 110 Ilad Drive, Tinley Park, IL 60477;

On 2/8/07 I shall appear before the Honorable Clifford L. Meacham or any judge sitting in his or
 her stead at 2:00pm or as soon thereafter as counsel may be heard in courtroom 2806 in the Richard
 J. Daley Center at 50 W. Washington Street, Chicago, IL 60602 or in a courtroom otherwise
 designated on that date in the Courthouse for the Circuit Court of Cook County, Illinois, and shall
 then and there move the Court for the entry of the enclosed Motion to Dismiss Unknown Owners
 and Nonrecord Claimants, Motion for Default, Motion for Summary Judgment and Judgment of
 Foreclosure and Sale.

Name: CODILIS & ASSOCIATES, P.C.
 Address: Attorneys for Plaintiff
 15W030 North Frontage Road, Suite 100
 Burr Ridge, IL 60527

Attorney Number: #21762

I, the undersigned, a non attorney, certify that I served a copy this Notice and above mentioned
 Motion(s) to the above on 01/31/2007, before the hour of 5:00 p.m. by causing same to be
 deposited in the U.S. Mail at 7140 Monroe Street, Willowbrook, IL 60527 in properly addressed
 envelopes, postage prepaid.

Cm

SUBSCRIBED and SWORN to
 before me 01/31/2007.

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By: Althea-Veona: Gibson

By: Althea-Veona: Gibson, living soul

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NOTARY PUBLIC
14-06-G145



NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

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By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
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Calendar Number 54

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

No. 06 CH 26877

Vs.

Althea V. Gibson; et. al.

DEFENDANTS**MOTION FOR ENTRY OF AN ORDER OF DEFAULT**

Now comes the Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its attorneys, Codilis & Associates, P.C., respectfully moving for entry of an Order of Default against all parties Defendant who have failed to appear and/or answer.

CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff

Codilis & Associates, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

*Accepted for filing & return to Plaintiff
as consideration for Settlement & Closure
Clerk of Court
Jury 15, 2014
Althea V. Gibson - V. Wells Fargo Bank
ARDC # 43 071510*

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

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By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
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Calendar Number 54

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

No. 06 CH 26877

Vs.

Althea V. Gibson; et. al.

DEFENDANTS**MOTION TO DISMISS PARTY DEFENDANT**

NOW COMES the Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its Attorneys, Codilis & Associates, P.C., and moves this Honorable Court for the entry of an Order instantier dismissing the defendant(s), Unknown Owners and Nonrecord Claimants, as a party defendant in the above-captioned cause.

CODILIS & ASSOCIATES, P.C.

BY: _____

Codilis & Associates, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

No. 06 CH 26877

Vs.
Althea V. Gibson; et. al.

DEFENDANTS

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO 735 ILCS 5/2-1005

Now comes Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its attorneys, Codilis & Associates, P.C., and in support of its motion for Summary Judgment pursuant to 735 ILCS 5/2-1005 against Defendant(s) – Fairway Townhomes at The Odyssey Club Homeowners Association states as follows:

FACTS

1. Plaintiff filed its Complaint to Foreclose Mortgage on 12/11/2006.
2. Defendant(s) filed an answer to Plaintiff's Complaint to foreclose the mortgage.
3. Plaintiff shall present this Motion for Summary Judgment to the court, contemporaneously with its Affidavit of Mortgagee pursuant to Illinois Supreme Court Rule 191.

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APPLICABLE CASE LAW

A summary judgment order is properly entered when the pleadings, depositions, affidavits and admissions show that no genuine issues of material fact exists, and that the movant is entitled to judgment as a matter of law. The mere suggestion that a genuine issue of material fact exists, **without supporting documentation**, does not create an issue of material fact precluding summary judgment. (emphasis added). In re Marriage of Jesse M. Palacios, 275 Ill. App. 3d 561, 656 N.E.2d 107 (1st Dist. 1995). In addition, “where facts contained in an affidavit in support of a motion for summary judgment are not contradicted by counter-affidavit, such facts are admitted and must be taken as true,” Prather v. Decatur Memorial Hospital, 95 Ill. App. 3d 470, 420 N.E.2d 810 (4th Dist. 1981) citing Heidelberg v. Jewel Co., 57 Ill. 2d 87, 312 N.E.2d 601 (1974).

In order for United Fire (Counter-plaintiff – Appellee) to establish a prima facie case of foreclosure, it was required only to introduce the deed of trust and promissory note, at which time the burden of proof shifted to Biethman (Counter-defendant – Appellant) to prove his affirmative defenses. Farm Credit Bank of St. Louis vs. Biethman, 262 Ill. App. 3d 614, 634 N.E. 2d 1312 citing Foreman Trust and Savings Bank vs. Cohn, 342 Ill. 280, 174 N.E. 419 (1930).

“5/2-610. (a) Every answer and subsequent pleading shall contain an explicit admission or denial of each allegation of the pleading to which it relates. (b) **Every allegation, except allegations of damages, not explicitly denied is admitted**, unless the party states in his or her pleading that he or she has no knowledge thereof sufficient to form a belief, **and attaches an affidavit of the truth of the statement of want of knowledge**, or unless the party has had no opportunity to deny.” 735 ILCS 5/2-610. (Emphasis Added).

ARGUMENT

Defendant(s) general denial(s), as pleaded, fail to sufficiently set forth facts and supporting documentation which tend to indicate that a genuine issue of material fact exists. Plaintiff submits that pursuant to In Re Jesse Palacios, Defendant, at best, does no more than raise a mere *suggestion* that a genuine issue of material fact exists. Further, to date, Defendants fail to submit any counter-affidavit refuting the facts contained in Plaintiff’s affidavit submitted in support of Plaintiff’s

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By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
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Motion for Summary Judgment. As such, Plaintiff submits that Defendant fails to raise a genuine issue of material fact necessary to preclude the entry of Summary Judgment in favor of Plaintiff.

Accordingly, Plaintiff submits that Summary Judgment is properly granted in its favor and against Defendant(s) --

Fairway Townhomes at The Odyssey Club Homeowners Association.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. For the entry of an order of Summary Judgment in favor of Plaintiff and against Defendant(s) --
Fairway Townhomes at The Odyssey Club Homeowners Association;
2. For the entry of a Judgment for Foreclosure and Sale in favor of Plaintiff; and
3. For any further relief this Honorable Court deems equitable and just.

Respectfully submitted

By: _____
Codilis & Associates, P.C.,
One of Its Attorneys

CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mail piece, or on the front if space permits. 		<p>A. Signature X <u>Bryan M. Gray</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to: CODILIS & ASSOC. P.C. 15W030 North Frontage Rd #100 Burr Ridge, IL 60527</p>		<p>B. Received by (Printed Name) <u>Bryan Gray</u></p>	<p>C. Date of Delivery <u>2-20-07</u></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from s. <u>7005 0390 0003 3178 9388</u>)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 1025 / S 17 M-1540

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By: Althea-Veona: Gibson

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CUSTOMER'S RECEIPT

KEEP THIS
RECEIPT FOR
YOUR RECORDS

PAY TO:

ADDRESS

C. O. D. OR
USED FORSEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATIONNOT
NEGOTIABLE

SERIAL NUMBER

10798644767

YEAR, MONTH, DAY

2007-02-09

POST OFFICE

604430

AMOUNT
\$10.00

CLERK

0004



POSTAL MONEY ORDER

SERIAL NUMBER

10798644767

YEAR, MONTH, DAY

2007-02-09

POST OFFICE

604430

U. S. DOLLARS AND CENTS

TEN DOLLARS & 00¢

10.00

AMOUNT

PAY TO

ADDRESS

C. O. D. NO. OR
USED FORNEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

FROM

ADDRESS

CLERK

0004

⑆000008002⑆

10798644767⑈

Post Office

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**By: Althea-Veona: Gibson, living soul
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X <i>Bryan Grace</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Bryan Grace</i> <i>3/12/07</i></p>
<p>1. Article Addressed to:</p> <p><i>CODILIS & Assoc. P.C.</i> <i>1514030 North Frontage Rd #100</i> <i>Burr Ridge, IL 60527</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7006 2760 0005 4871 5248</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

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**By: Althea-Veona: Gibson, living soul
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ALTHEA-VEONA: GIBSON
110 Iliad Drive
Tinley Park, Illinois [60477]

CERTIFIED MAIL: 7006 2760 0005 4879 5248

March 5, 2007

FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE
C/O CODILIS & ASSOCIATES, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, Illinois 60527

RE: Account No. 071526999/ Case No. 06 CH 26877


Acknowledgment of Acceptance of Private Settlement Agreement

Dear FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE:

As per the Private Settlement Agreement dated February 15, 2007 and received by you via USPS Certified Mail #7005 0390 0003 3178 9388, on February 20, 2007 with no proof of claim being received by me within the time certain allotted (ten days), Account No. 071526999/ Case No. 06 CH 26877 is now settled in full and closed. I acknowledge, accept and thank you for your unconditional agreement.

ACCOUNT CLOSED

Sincerely,



Althea - Veona: Gibson, living soul

All rights explicitly reserved

1

Private Communication

Not Public

Terms and Conditions and agreements are applicable
to all agents, successors, assigns, heirs trustees and
transferees of the addressee of this communication

Notice to the agent is notice to the principal

Notice to the principal is notice to the agent

Silence is Agreement/Acquiescence/Dishonor

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By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
All rights explicitly reserved**

Account Closed

UNOFFICIAL COPY

Attached:

**Copy of Accepted for Value –
Returned for Value Original presentments (MORTGAGE FORECLOSURE)
Copy of Private Settlement Agreement
Copy of Postal Money Order for \$10.00 made out to FREMONT INVESTMENT
& LOAN
Copy of USPS proof of mailing**

2

Private Communication

Not Public

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to all agents, successors, assigns, heirs trustees and
transferees of the addressee of this communication**

Notice to the agent is notice to the principal

Notice to the principal is notice to the agent

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By: Althea-Veona: Gibson

By: Althea-Veona: Gibson, living soul
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ERNEST J. CODILIS, JR***
WILLIAM A. McALISTER*
GREGORY J. MOODY*

BERTON J. MALEY*
RICHARD S. SPENCER*
CHRISTINA BABAKITIS*
MARTIN POTTER*
THOMAS J. BELCZAK*
RHONDA PEEK*
GLORIA C. TSOTSOS*
JOSE MORENO*
DANIEL C. WALTERS*

RACHAEL A. STOKAS*
SHARON DEVOY*
JAMES R. RIEGEL*
PETER C. BASTIANEN**
MARICLARE O'CONNOR*
BROOKS E. BREHME*
JEFFREY B. DOVITZ*
ELAINE ADAMS*****
JOEL P. FONFERKO*
JOHN F. McCABE*
MICHELLE D. ISHERWOOD*

JOSEPH CIRCELLI, Of Counsel*****

*LICENSED IN IL
**LICENSED IN IL, WI, MA
***LICENSED IN CO, FL, IL & TX
****LICENSED IN IL, FL & MO
*****LICENSED IN IL & MO

LAW OFFICES

15W030 NORTH FRONTAGE ROAD
SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 794-5300 FAX: (630) 794-9090

February 22, 2007

Althea V. Gibson
110 Iliad Drive
Tinley Park, IL 60477

RE: Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed
Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4 v. Althea V.
Gibson; et. al.

Case No.: 06 CH 26877
Loan No.: 71526999
Our File No.: 14-06-G145

Dear Althea V. Gibson:

We are in receipt of correspondence dated February 15, 2006. It appears that you are under the mistaken belief that stamping "Offer accepted for value and returned for value" on the face of a Summons, somehow is a settlement agreement. However, you are mistaken. Your theories have no basis in fact or in law.

I am returning your money order #10798644767 in the sum of \$10.00 as it is insufficient to reinstate or payoff your loan.

At this point, you still have the right to redeem or reinstate the subject mortgage. As a courtesy to you, I have enclosed a reinstatement letter. I will forward a payoff letter in due course.

If you have any questions regarding this matter, do not hesitate to contact me at 630-794-5300.

Sincerely,

Codilis & Associates, P.C.

This account closed and settled in full as of 1/11/07
USPS Certified Mail # 7006 2760 0005 4873
Failure to provide proof of claim

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

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CODILIS & ASSOCIATES, P.C.
I L L I N O I S

ERNEST J. CODILIS, JR***
WILLIAM A. McALISTER*
GREGORY J. MOODY*

BERTON J. MALEY*
RICHARD S. SPENCER*
CHRISTINA BABAKITIS*
MARTIN POTTER*
THOMAS J. BELCZAK*
RHONDA PEEK*
GLORIA C. TSOTSOS*
JOSE MORENO*
DANIEL C. WALTERS*

RACHAEL A. STOKAS*

SHARON DEVOY*

JAMES R. RIEGEL*

PETER C. BASTIANEN**

MARICLARE O'CONNOR*

BROOKS E. BREHME*

JEFFREY B. DOVITZ*

ELAINE ADAMS*****

JOEL P. FONFERKO*

JOHN F. McCABE*

MICHELLE D. ISHERWOOD*

JOSEPH CIRCELLI, Of Counsel****

LAW OFFICES

15W030 NORTH FRONTAGE ROAD
SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 794-5300 FAX: (630) 794-9869

*LICENSED IN IL

**LICENSED IN IL, WI, MA

***LICENSED IN CO, FL, IL & TX

****LICENSED IN IL, FL & MO

*****LICENSED IN IL & MO

March 1, 2007

Althea V. Gibson
110 Iliad Drive
Tinley Park, IL 60477

RE: Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4 v. Althea V. Gibson; et. al.

Case No.: 06 CH 26877
Our File No.: 14-06-G145
Loan No.: 71526999

Dear Sir or Madam:

This letter is being sent to you pursuant to your recent request for reinstatement figures good through 03/08/07. Please be advised, it is likely that the amount necessary to reinstate your loan in full will change between the date of this letter and 03/08/07 for a variety of reasons. These reasons may include such items as additional payments or late charges coming due, additional costs being incurred in relationship to foreclosure or other litigation, or other charges allowed under the mortgage. Because of this and in an effort to assist you in reinstatement of your loan, it is necessary to estimate certain amounts.

We estimate that \$19,460.73 will be due on 03/08/07.

The attached breakdown indicates how that estimate was calculated.

The amount listed above may change on or subsequent to the date of this letter due to a variety of reasons. Please call our office 24 hours before you send payment to verify all figures. Please call (630) 794-5300 and ask for the DEFAULT RESOLUTION DEPARTMENT. If you do not verify these figures 24 hours in advance, you may send an incorrect amount and your mortgage may not be reinstated.

All figures are subject to clearance of funds and confirmation by the mortgage holder. The mortgage holder reserves the right to request additional funds, before or subsequent to reinstatement of the loan, to correct an error or omission in the figures made in good faith, whether mathematical, clerical, typographical, or otherwise. The reinstatement figures are also subject to change to reflect any transactions that may occur on or subsequent to the date of this letter.

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No Trespass Private Agreement

This matter in its entirety is settled and closed in full by Private Agreement. Settled and Closed in Full as of March 5, 2007/Certified Mail # 7006 2760 0005 4879 5248 / Failure to provide Proof of claim after Full Acceptance For Value and Return For Value as consideration for settlement and closure of the matter in it's entirety. Valuable Consideration Was Exchanged.

By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
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If you have any questions about these amounts, or if you would like any additional information about the amounts which are due, please call Codilis & Associates, P.C. at (630) 794-5300 and ask for the Default Resolution Department.

Payment pursuant to this letter will NOT be accepted after 5:00 PM on 03/08/07 and the amount may change if your payment is not received at the offices of Codilis & Associates, P.C. by that date and time. Payment should be in the form of a **CASHIER'S CHECK, CERTIFIED CHECK or MONEY ORDER** made payable to Countrywide Home Loans.

If these instructions are not fully complied with, your check may be returned and foreclosure may proceed.

If for any reason, the judicial sale is scheduled to take place prior to 03/08/07, reinstatement or pay-off funds will not be accepted later than one (1) business day prior to the Judicial Sale.

Pursuant to the Fair Debt Collection Practices Act, you are advised that this law firm is deemed to be a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Codilis & Associates, P.C.

This account closed and settled in full as of March 5, 2007
USPS Certified Mail # 7066 27600005 4519 5248
Failure to provide proof of claim

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Breakdown of Estimated Amount Due Through 03/08/07.

Mortgage Payments:

09/01/2006 to 11/30/2006 @ \$1,361.20

12/01/2006 to 03/08/2007 @ \$1,680.68

Total amount of Payments:

\$10,806.32

Escrow Advances

\$6,569.41

Other (Appraisal Fees, NSF Fees, etc.)

\$95.00

Property Inspections/Maintenance Fees

\$75.00

Foreclosure Attorney Fees:

\$825.00

Foreclosure Costs:

Complaint Filing Fees

\$294.00

Lis Pendens Recordation

\$36.00

Service of Process

\$335.00

Title Charges

\$425.00

Estimated Total to Reinstate on 03/08/07: \$19,460.73

Again, quotes for estimated amounts are made because services are ongoing and not final. Upon receipt of sufficient funds, our office will cease action on any pending foreclosure case and advise the court accordingly.

Pursuant to the Fair Debt Collection Practices Act, you are advised that this law firm is deemed to be a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

14-06-G145

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By: Althea Veona Gibson

**By: Althea-Veona: Gibson, living soul
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Althea – Veona: Gibson
110 Iliad Drive
Tinley Park, IL [60477]

CERTIFIED MAIL: 7006 2760 0005 4879 5262

March 19, 2007

FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE
C/O CODILIS & ASSOCIATES, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, Illinois 60527

RE: Conditional Acceptance of Offer After Private Settlement Agreement of Account No.
071526999 / Case No. 06 CH 26877

Dear FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE:

Your offer through CODILIS & ASSOCIATES, P.C. dated February 22, 2007 is conditionally accepted for value upon proof of claim.

FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE shall provide proof of claim:

1. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE did not accept Althea-Veona: Gibson's counter offer by novation of a new contract dated February 15, 2007 and received by FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE on February 20, 2007 (copy enclosed).
2. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE did not receive a good faith payment in the form of a United States Postal Money Order in the amount of Ten (10.00) Dollars from Althea-Veona: Gibson binding the new contract.
3. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE did not receive the original presentment which was fully accepted for value and returned for value as consideration for settlement and closure of Account No. 071526999 / Case No. 06 CH 26877 to zero the account from Althea-Veona: Gibson on February 20, 2007.
4. That the new contract agreed to by FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE did not require specific performance by FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE to provide proof of claim within ten days or Account No. 071526999 / Case No. 06 CH 26877 would be settled in full and closed.
5. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE did not fail or refuse to provide proof of claim within ten days of receipt as was required.
6. That Account No. 071526999 / Case No. 06 CH 26877 did not settle in full and close per agreement, novation, and reach accord and satisfaction as of March 3, 2007.
7. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE has

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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul

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any right to collect on a claim for which they have failed to provide proof of claim on.

8. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE has any right to collect on a contract that was extinguished by novation and replaced by a new Private contract which was settled and closed.

9. That FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE is not now estopped by contract from further action on Account No. 071526999 / Case No. 06 CH 26877.

10. That performance on a contract is not agreement to the terms and conditions of same.

FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE shall provide point for point proof of claim within ten days, exclusive of date of receipt or shall agree that:

- A. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits Account No. 071526999 / Case No. 06 CH 26877 is now and forever settled in full and closed by the agreement of the parties.
- B. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that the return of the USPS Money Order or a replacement by check demonstrates that those funds are in fact an overpayment returned and verifies that no debt exists to which overpayment can be applied because the account was zero when the full dollar value of the offer was accepted and the full dollar value of the offer was returned as consideration for settlement and closure.
- C. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that a valuable negotiable instrument was tendered by Althea-Veona Gibson to FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE and was retained by FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE.
- D. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that valuable consideration was exchanged by the both parties.
- E. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that any prior contract associated with Account No. 071526999 / Case No. 06 CH 26877 to the Private Settlement Agreement dated February 15, 2007, is now and forever extinguished, settled in full and closed.
- F. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits the conditions are valid and not frivolous.
- G. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that failure to present proof of claim within the time certain and allotted, did result in the absolute waiver of FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE's rights.
- H. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees to remove any negative item(s) that FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE is now reporting, may report or have intentions to report to any credit reporting agency that are in any way related to the account identified by FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE as Account No. 07152699 in ten days upon receipt hereof.
- I. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees to record release of any liens associated with Account No. 071526999 / Case

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No Trespass Private Agreement

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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul
All rights explicitly reserved


Account Closed

UNOFFICIAL COPY

- No. 06 CH 26877 to the benefit of Althea-Veona: Gibson within thirty (30) days and mail confirmation of same to Althea-Veona: Gibson via Certified Mail.
- J. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees that in the event that FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE fails or refused to record release of any lien associated with Account No. 071526999 / Case No. 06 CH 26877 within thirty (30) days, FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE grants full authority and permission to Althea:Veona: Gibson as party to the contract to record any and all release of lien to the benefit of Althea:Veona: Gibson using FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE type written signature as well as the type written signature of the President and or Vice President of FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE Company to secure same.
- K. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees to dismiss with prejudice and/or vacate with prejudice any actions involving third parties of any kind including but not limited to: Court actions, collection agency actions, arbitration actions associated with Account No. 071526999 /Case No. 06 CH 26877
- L. FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agrees and admits that any further action of any kind outside of Dismissal and/or vacation of Account No. 071526999 /Case No. 06 CH 26877 is no more than an attempt to extort additional satisfaction on a settled and closed account.

This Conditional Acceptance of Offer After Private Settlement Agreement is a private, consensual, contract made explicitly under reserve and without recourse. You may agree by simply remaining silent.

Thank you,


 Althea-Veona: Gibson, living soul
 All rights explicitly reserved

Attached: Copies of:
 Accepted For Value Presentment
 Private Settlement Agreement
 Account Closed Acknowledgment
 USPS Certified Mail verification
 USPS Money Order
 Conditionally Accepted Offer dated February 22, 2007

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By: Althea-Veona: Gibson

By: Althea-Veona: Gibson, living soul

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Account Closed

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Althea V. Gibson
110 Iliad Drive
Tinley Park, IL 60477

This account closed and settled in full as of March 5, 2017
USPS Certified Mail # 7006 2760 0005 4879 5248
Failure to provide proof of claim

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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul
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Unknown Owners and Nonrecord Claimants
110 Iliad Drive
Tinley Park, IL 60477

This account closed and settled in full as of March 5, 2007
USPS Certified Mail # 7086 2760 DCC5 4879 5248
Failure to provide proof of claim

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By: Althea-Veona: Gibson

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Calendar Number 54

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

Vs.

No. 06 CH 26877

Althea V. Gibson; et. al.

DEFENDANTS**NOTICE OF MOTION**

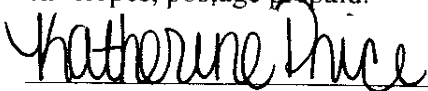
TO: Althea V. Gibson, 110 Iliad Drive, Tinley Park, IL 60477;
Mortgage Electronic Registration Systems, Inc., 1595 Spring Hill Road, Suite 310, Vienna, VA 22182;
Fremont Investment & Loan, c/o CT Corporation System, Registered Agent, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604;
Fosco, VanderVennet & Fullett, P.C., Attorney for Fairway Townhomes at The Odyssey Club Homeowners Association, 1156 Shure Drive #140, Arlington Heights, IL 60004;
Unknown Owners and Nonrecord Claimants, 110 Iliad Drive, Tinley Park, IL 60477;

On 3/22/07 I shall appear before the Honorable Clifford L. Meacham or any judge sitting in his or her stead at 2:00pm or as soon thereafter as counsel may be heard in courtroom 2806 in the Richard J. Daley Center at 50 W. Washington Street, Chicago, IL 60602 or in a courtroom otherwise designated on that date in the Courthouse for the Circuit Court of Cook County, Illinois, and shall then and there present the enclosed Motion for Default, Motion to Dismiss Unknown Owners and Nonrecord Claimants, Motion for Summary Judgment and Judgment of Foreclosure and Sale.

Name: CODILIS AND ASSOCIATES, P.C.
Attorneys for Plaintiff
Address: 15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
Attorney

Number: #21762

I, the undersigned, a non attorney, certify that I served a copy this Notice and above mentioned Motion(s) to the above on 03/15/2007, before the hour of 5:00 p.m. by causing same to be deposited in the U.S. Mail at 7140 Monroe Street, Willowbrook, IL 60527 in properly addressed envelopes, postage prepaid.



SUBSCRIBED and SWORN to before me 03/15/2007.

This account closed and settled in full as of March 2, 2007
USPS Certified Mail # 7006 2760 0005 4879 5248
Failure to provide proof of claim

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Property of Cook County Clerk's Office

No Trespass Private Agreement

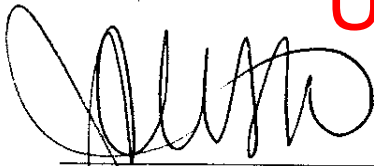
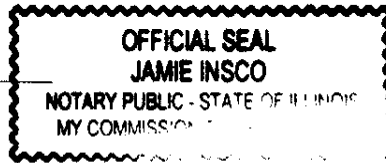
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NOTARY PUBLIC

14-06-G145

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

No. 06 CH 26877

Vs.

Althea V. Gibson; et. al.

DEFENDANTS

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO 735 ILCS 5/2-1005

Now comes Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its attorneys, Codilis & Associates, P.C., and in support of its motion for Summary Judgment pursuant to 735 ILCS 5/2-1005 against Defendant(s) – Fairway Townhomes at The Odyssey Club Homeowners Association states as follows:

FACTS

1. Plaintiff filed its Complaint to Foreclose Mortgage on 12/11/2006.
2. Defendant(s) filed an answer to Plaintiff's Complaint to foreclose the mortgage.
3. Plaintiff shall present this Motion for Summary Judgment to the court, contemporaneously with its Affidavit of Mortgagee pursuant to Illinois Supreme Court Rule 191.

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APPLICABLE CASE LAW

A summary judgment order is properly entered when the pleadings, depositions, affidavits and admissions show that no genuine issues of material fact exists, and that the movant is entitled to judgment as a matter of law. The mere suggestion that a genuine issue of material fact exists, **without supporting documentation**, does not create an issue of material fact precluding summary judgment. (emphasis added). In re Marriage of Jesse M. Palacios, 275 Ill. App. 3d 561, 656 N.E.2d 107 (1st Dist. 1995). In addition, “where facts contained in an affidavit in support of a motion for summary judgment are not contradicted by counter-affidavit, such facts are admitted and must be taken as true,” Prather v. Decatur Memorial Hospital, 95 Ill. App. 3d 470, 420 N.E.2d 810 (4th Dist. 1981) citing Heidelberg v. Jewel Co., 57 Ill. 2d 87, 312 N.E.2d 601 (1974).

In order for United Fire (Counter-plaintiff – Appellee) to establish a prima facie case of foreclosure, it was required only to introduce the deed of trust and promissory note, at which time the burden of proof shifted to Biethman (Counter-defendant – Appellant) to prove his affirmative defenses. Farm Credit Bank of St. Louis vs. Biethman, 262 Ill. App. 3d 614, 634 N.E. 2d 1312 citing Foreman Trust and Savings Bank vs. Cohn, 342 Ill. 280, 174 N.E. 419 (1930).

“5/2-610. (a) Every answer and subsequent pleading shall contain an explicit admission or denial of each allegation of the pleading to which it relates. (b) ***Every allegation, except allegations of damages, not explicitly denied is admitted***, unless the party states in his or her pleading that he or she has no knowledge thereof sufficient to form a belief, ***and attaches an affidavit of the truth of the statement of want of knowledge***, or unless the party has had no opportunity to deny...” 735 ILCS 5/2-610. (Emphasis Added).

ARGUMENT

Defendant(s) general denial(s), as pleaded, fail to sufficiently set forth facts and supporting documentation which tend to indicate that a genuine issue of material fact exists. Plaintiff submits that pursuant to In Re Jesse Palacios, Defendant, at best, does no more than raise a mere *suggestion* that a genuine issue of material fact exists. Further, to date, Defendants fail to submit any counter-affidavit refuting the facts contained in Plaintiff's affidavit submitted in support of Plaintiff's

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**By: Althea-Veona: Gibson, living soul
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Motion for Summary Judgment. As such, Plaintiff submits that Defendant fails to raise a genuine issue of material fact necessary to preclude the entry of Summary Judgment in favor of Plaintiff.

Accordingly, Plaintiff submits that Summary Judgment is properly granted in its favor and against Defendant(s) –

Fairway Townhomes at The Odyssey Club Homeowners Association.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. For the entry of an order of Summary Judgment in favor of Plaintiff and against Defendant(s) –
Fairway Townhomes at The Odyssey Club Homeowners Association;
2. For the entry of a Judgment for Foreclosure and Sale in favor of Plaintiff; and
3. For any further relief this Honorable Court deems equitable and just.

Respectfully submitted,

By: _____
Codilis & Associates, P.C.,
One of Its Attorneys

CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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Calendar Number 54

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

Wells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

No. 06 CH 26877

Vs.

Althea V. Gibson; et. al.

DEFENDANTS

MOTION FOR ENTRY OF AN ORDER OF DEFAULT

Now comes the Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its attorneys, Codilis & Associates, P.C., respectfully moving for entry of an Order of Default against all parties Defendant who have failed to appear and/or answer.

CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff

Codilis & Associates, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

This account closed and settled in full as of March 5, 2007
USPS Certified Mail # 7006 2760 0005 4879 5248
Failure to provide proof of claim

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Property of Cook County Clerk

No Trespass Private Agreement

This matter in its entirety is settled and closed in full by Private Agreement. Settled and Closed in Full as of March 5, 2007/Certified Mail # 7006 2760 0005 4879 5248 / Failure to provide Proof of claim after Full Acceptance For Value and Return For Value as consideration for settlement and closure of the matter in it's entirety. Valuable Consideration Was Exchanged.

By: Althea - Veona : Gibson

By: Althea-Veona: Gibson, living soul
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Calendar Number 54

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISIONWells Fargo Bank, National Association as Trustee for
Securitized Asset-Backed Receivables LLC 2005-FR4
Mortgage Pass-Through Certificates, Series 2005-FR4
PLAINTIFF

Vs.

No. 06 CH 26877

Althea V. Gioson; et. al.

DEFENDANTS

MOTION TO DISMISS PARTY DEFENDANT

NOW COMES the Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4, by and through its Attorneys, Codilis & Associates, P.C., and moves this Honorable Court for the entry of an Order instantier dismissing the defendant(s), Unknown Owners and Nonrecord Claimants, as a party defendant in the above-captioned cause.

CODILIS & ASSOCIATES, P.C.

BY: _____

Attorney for Plaintiff

Codilis & Associates, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
Cook #21762
ARDC #00468002
14-06-G145

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By: Althea-Veona: Gibson

By: Althea-Veona: Gibson, living soul
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Account Closed

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Althea V. Gibson
110 Iliad Drive
Tinley Park, IL 60477

Property of Cook County Clerk's Office

Offer Conditionally accepted for value upon proof of claim
Certified Mail # 7086 2768 0005 4879 5262
Date March 19, 2007
Name: Althea - Vienna: Gibson

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By: Althea-Veona: Gibson

**By: Althea-Veona: Gibson, living soul
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ERNEST J. CODILIS, JR***
WILLIAM A. McALISTER*
GREGORY J. MOODY*

BERTON J. MALEY*
RICHARD S. SPENCER*
CHRISTINA BABAKITIS*
MARTIN POTTER*
THOMAS J. BELCZAK*
RHONDA PEEK*
GLORIA C. TSOTSOS*
JOSE MORENO*
DANIEL C. WALTERS*

RACHAEL A. STOKAS*
SHARON DEVOY*
JAMES R. RIEGEL*
PETER C. BASTIANEN**
MARICLARE O'CONNOR*
BROOKS E. BREHME*
JEFFREY B. DOVITZ*
ELAINE ADAMS*****
JOEL P. FONFERKO*
JOHN F. McCABE*
MICHELLE D. ISHERWOOD*

JOSEPH CIRCELLI, Of Counsel****

LAW OFFICES

15W030 NORTH FRONTAGE ROAD
SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 794-5300 FAX: (630) 794-9869

*LICENSED IN IL
**LICENSED IN IL, WI, MA
***LICENSED IN CO, FL, IL & TX
****LICENSED IN IL, FL & MO
*****LICENSED IN IL & MO

March 14, 2007

Althea V. Gibson
110 Iliad Drive
Tinley Park, IL 60477

RE: Wells Fargo Bank, National Association as Trustee for Securitized Asset-Backed Receivables LLC 2005-FR4 Mortgage Pass-Through Certificates, Series 2005-FR4 v. Althea V. Gibson; et. al.

Our File No.: 14-06-G145
Loan No.: 71526999
Case No.: 06 CH 26877

Dear Sir or Madam:

This letter is being sent to you pursuant to your recent request for pay off figures good through 03/26/07. Please be advised, it is likely that the amount necessary to payoff your loan in full will change between the date of this letter and 03/26/07 for a variety of reasons. These reasons may include such items as additional late charges coming due, additional interest coming due, additional costs being incurred in relationship to foreclosure or other litigation, or other charges allowed under the mortgage. Because of this and in an effort to assist you in paying off your loan, it is necessary to estimate certain amounts

We estimate that \$257,468.83 will be due on 03/26/07.

The attached breakdown indicates how that estimate was calculated.

The amount listed above may change on or subsequent to the date of this letter due to a variety of reasons. Please call our office 24 hours before you send payment to verify all figures. Please call (630) 794-5300 and ask for the DEFAULT RESOLUTION DEPARTMENT. If you do not verify these figures 24 hours in advance, you may send an incorrect amount and your mortgage may not be paid in full.

All figures are subject to clearance of funds and confirmation by the mortgage holder. The mortgage holder reserves the right to request additional funds, before or subsequent to the payoff of the loan, to correct an error or omission in the figures made in good faith, whether mathematical, clerical, typographical, or otherwise. The payoff figures are also subject to change to reflect any transactions that may occur on or subsequent to the date of this letter.

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Property of Cook County Clerk

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By: Althea-Veona Gibson

**By: Althea-Veona: Gibson, living soul
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If you have any questions about these amounts, or if you would like any additional information about the amounts which are due, please call Codilis & Associates, P.C. at (630) 794-5300 and ask for the Default Resolution Department.

Payment pursuant to this letter will NOT be accepted after 5:00 PM on 03/26/07 and the amount may change if your payment is not received at the offices of Codilis & Associates, P.C. by that date and time. Payment should be in the form of a CASHIER'S CHECK, CERTIFIED CHECK or MONEY ORDER made payable to Countrywide Home Loans.

If these instructions are not fully complied with, your check may be returned and foreclosure may proceed.

If for any reason the judicial sale is scheduled to take place prior to 03/26/07, reinstatement or pay-off funds will not be accepted later than one (1) business day prior to the Judicial Sale.

This payoff letter shall not revive nor extend any right of redemption of any party. Pursuant to 735 ILCS 5/15-1603(c)(1): Once expired, the right of redemption provided for in Sections 15-1603 or 15-1604 shall not be revived.

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

Codilis & Associates, P.C.

Offer Conditionally accepted for value upon proof of claim
Certified Mail # 7006 2760 0005 4879 5262
Date March 19, 2007
Name: Althea-Verna Gibson

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Property of Cook County Clerk's Office

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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul

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Breakdown of Estimated Amount Due Through 03/26/07.

Principal Balance	\$235,637.98
Interest	\$8,432.34
Escrow Advances	\$10,954.51
Other (Appraisal Fees, NSF Fees, etc.)	\$66.50
Property Inspections/Maintenance Fees	\$87.50
Foreclosure Attorney Fees:	\$825.00
Estimated Additional Foreclosure Attorney Fees:	\$375.00
Foreclosure Costs:	
Complaint Filing Fees	\$294.00
Lis Pendens Recordation	\$36.00
Service of Process	\$335.00
Title Charges	\$425.00

Estimated Total to Payoff on 03/26/07: \$257,468.83

Again, quotes for estimated amounts are made because services are ongoing and not final. Upon receipt of sufficient funds, our office will cease action on any pending foreclosure case and advise the court accordingly.

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Offer Conditionally accepted for value upon proof of claim
Certified Mail # 7006 2760 0005 4879 5242
Date March 19, 2007
Name: Althea - Vienna Gibson

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Property of Cook County Clerk's Office

No Trespass Private Agreement

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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul
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NOTICE OF ACCEPTANCE OF CONSTITUTION OF THE UNITED STATES

NOTICE OF ACCEPTANCE OF THE CONSTITUTION OF THE STATE OF ILLINIOS

NOTICE OF ACCEPTANCE OF OATH OF OFFICE

Notice For: The Honorable Clifford L. Meacham d/b/a THE HONORABLE CLIFFORD L. MEACHAM, SUPERVISING JUDGE

POINT OF LAW

All contracts commence with an offer and only become binding upon acceptance. See "Contracts" by Farnsworth, 3rd Edition, section 3.3, page 112 and 113.

The Constitution of the United States and of the State of ILLINOIS and the Oath Of Office of the above named PUBLIC SERVANT, amount to nothing more than an offer of intention to act or to refrain from acting in a specified way between the respective governments and the private American People and for other purposes.

Be it known by these presents that I, Althea-Veona of the natural genealogy of Gibson do Hereby accept the Constitution of the United States and the Constitution of the State of ILLINOIS and the Oath of Office of the above named PUBLIC SERVANT as your open and binding offer of promise to form a firm and binding contract between the respective governments, their political instrumentalities, the above named PUBLIC SERVANT and myself in my private capacity.

I reasonably require that, as a PUBLIC SERVANT, you will perform all of your promises and stay within the limitations of your constitutions, create and proceed with no unfounded presumptions or quasi contracts or quasi in rem actions, seek only the true facts and tell the truth at all times and respect and protect my secured right of personal liberty and private property and all rights antecedent thereto.

The foregoing Notice of Acceptance of Constitutions and Acceptance of Oath of Office is made explicitly without recourse and now constitute a binding contract and any deviation therefrom shall be treated as a breach of contract and a violation of substantive due process, breach of public trust and breach of fiduciary duty.

By: Althea-Veona Gibson

Althea-Veona: Gibson, living soul

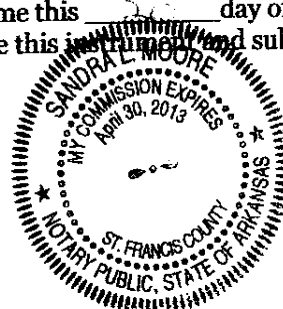
State of Arkansas

County of St. Francis

I, Sandra L. Moore, being a duly authorized Notary Public in and for the said County and State, testify that the above signed party did appear before me this 20 day of March, 2007 and did affirm, or otherwise attest and execute this instrument and subscribe their mark thereon.

Notary Public Sandra L. Moore (Seal)

My commission expires 4-30-2013



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By: Althea-Veona Gibson

By: Althea-Veona: Gibson, living soul

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March 19, 2007

From:
Althea-Veona: Gibson
110 Iliad Drive
Tinley Park, Illinois [60477]

To:
JUDGE CLIFFORD L. MEACHAM
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
50 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

Re: Case Number: 06 CH 26877

Dear JUDGE CLIFFORD L. MEACHAM:

JUDGE CLIFFORD L. MEACHAM of THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS is reminded of the duty to observe "... ***Law impairing the Obligation of Contracts***" clause and JUDGE CLIFFORD L. MEACHAM of THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS is reminded of the duty to observe "...***equal protection of the laws***" clause and JUDGE CLIFFORD L. MEACHAM of THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS is reminded of the admonition "***No State legislator or executive or judicial officer can war against the Constitution without violating his Undertaking to support it***".

Sincerely,

By: Althea-Veona: Gibson

Althea-Veona: Gibson, Living Soul

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By: Althea-Veona: Gibson

By: Althea-Veona: Gibson, living soul

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AFFIDAVIT OF TRUTH

COUNTY OF COOK)
) ss
STATE OF ILLINOIS)

Affiant, Althea-Veona: Gibson, living soul, not a corporate fiction, real party in interest, being over the age of eighteen and duly sworn on oath, this March 22, 2007, deposes and says:

- 1.) On February 20, 2007, FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE, through it's agent, did receive via USPS Certified Mail a Private Settlement Agreement (novation) with a their fully accepted for value and returned for value, settlement and closure presentment and a ten dollar postal money order from affiant. The agreement required proof of claim within ten days, exclusive of date of receipt or account settled and closed in full.
- 2.) No proof of claim was received, valuable consideration was exchanged, performance on the contract occurred.
- 3.) March 5, 2007 an acknowledgement of FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE agreement and a United States Postal Money Order for \$10 overpayment was sent via USPS Certified Mail.
- 4.) March 19, 2007 affiant conditionally accepted Notice of Motion from FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE allowing an additional ten days time to provide proof of claim and affiant simultaneously sent a copy of the private settlement agreement as NOTICE to the Judge, the Clerk and to that settlement had been reached, without waiving any matters of jurisdiction, personal or subject matter.
- 5.) No proof of claim was provided and acquiescence and performance on the contract was established.
- 6.) FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE, agents, heirs, successors, trustees, and transferees have failed or refused to provide proof that the private, consensual contract they entered into with affiant is not valid and binding.
- 7.) FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE, agents, heirs, successors, trustees, and transferees have failed to prove that account number 071526999 did not settle in full and close as of March 5, 2007.
- 8.) FREMONT INVESTMENT & LOAN/WELLS FARGO BANK/COUNTRYWIDE, agents, heirs, successors, trustees, and transferees have failed to prove any existing lawful claim of interest or right concerning property commonly known as 110 Iliad Drive, Tinley Park, IL or any lawful claim of indebtedness on the part of affiant, Althea-Veona Gibson. TAKE THIS ACCOUNT #071526999 OUT IF NOT PERTAINING TO PROPERTY.

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By: Althea - Veona Gibson

By: Althea-Veona: Gibson, living soul
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Account Closed