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## NOTICE OF RECONVEYANCE

**Contract #124643177**  
**Payee: Lizabeth Van Horn d.b.a.**  
**LOAN RESOLUTION SPECIALIST,**  
**INDYMAC BANK, F.S.B.**  
**ATTN: ADMINISTRATION DEPT**  
**BLDG B, 901 E 104<sup>TH</sup> STREET**  
**SUITE 400/500**  
**KANSAS CITY [64131] MISSOURI**  
**(\$297,024)-6556 Spaulding**

**Doc#: 0908335139 Fee: \$86.00**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/24/2009 02:26 PM Pg: 1 of 26

**Payor: GHULAM R SUNNY**  
**c/o 6556 N SPAULDING AVENUE LINCOLNWOOD [60712] ILLINOIS**

I, Ghulam R. Sunny, herein "Settlor," state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction GHULAM R SUNNY, organization #226-49-6595, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement #09006318047 as the testimony of the Secretary of State Illinois.

On October 13, 2006, Settlor signed for his/her legal fiction GHULAM R SUNNY, on a Deed of Trust recorded at Document #062974008, of COOK COUNTY, ILLINOIS, GHULAM R SUNNY, herein "BORROWER," was named as Trustor to a trust presented by Greater Illinois Title Company that was named as Trustee, hereinafter "TRUSTEE." The BORROWER as Trustor entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #124643177 was paid to INDYMAC BANK, as the Beneficiary.

The Deed stated that the BORROWER as Trustor granted a list of measurements of a fictitious location, entitled legal description to the Beneficiary, which became the property of the Beneficiary as the Grantee.

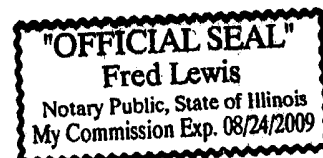
The Settlor signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor, had with the Beneficiary.

The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Cook County, Illinois Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated.

The Beneficiary has ten (10) days to record a FULL RECONVEYANCE to original TRUSTOR.

In the event a FULL RECONVEYANCE is not recorded in ten (10) days, beneficiary consents that Settlor record the Reconveyance in Beneficiary's behalf.

  
Ghulam R: Sunny, Settlor



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Ghulam R: Sunny (without prejudice)  
 c/o 6556 N Spaulding Avenue (non-domestic)  
 Lincolnwood [60712] Illinois

INDYMAC BANK, F.S.B.  
 ATTN: ADMINISTRATION DEPARTMENT  
 BLDG B, 901 E 104<sup>TH</sup> STREET, SUITE 400/500  
 KANSAS CITY [64131] MISSOURI  
 (\$297,024)-6556 Spaulding  
 (\$74, 256)-2nd

Certified Mail #:

March 23, 2009

**RESPA QUALIFIED WRITTEN REQUEST,  
 COMPLAINT, DISPUTE OF DEBT & VALIDATION OF  
 DEBT LETTER, TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account # 124643177, 124643537

Dear: PRESIDENT/ VICE PRESIDENT (INDYMAC BANK, F.S.B.):

I am (we are) writing to you to complain about the accounting and servicing of this mortgage and my (our) need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I (we) have, that you have sent, and any conversations with your service representatives, have been unproductive and have not answered many questions. I dispute this alleged debt.

It is my (our) understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am (we are) extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. I am (we are) concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

**Needless to say, I am (we are) most concerned. I am (we are) worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have**

RESPA REQUEST

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also negatively affected any credit rating, mortgage account and/or the debt or payments that I am (we are) currently, or may be legally obligated to. I (we) hereby demand absolute 1<sup>st</sup> hand evidence from you of the original un-certificated or certificated security regarding account numbers 124643177, 124643537. In the event you do not supply me (us) with the very security it will be a positive confirmation on your part that you never really created and owned one. I (we) also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me (us) as well. Absent the actual evidence of the security I (we) have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I (we) owe. By debt I am (we are) referring to the principal balance you claim I (we) owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub service for.

**To independently validate this debt, I (we) need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.**

I (we) also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I (we) owe. I (we) would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicer's or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

I/we understand that potential abuses by you or previous servicer's could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments.

Increased the principal balance I/we owe;

Increased escrow payments;

Increased the amounts applied and attributed toward interest on this account;

Decreased the proper amounts applied and attributed toward principal on this account; and/or

Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I/we request you insure that I (we) have not been the victim of such predator/ servicing or lending practices.

To insure this, I (we) have authorized a thorough review, examination, accounting and audit of account # 124643177, 124643537 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my (our) questions provided in this letter within thirty [30] days of its receipt!

In order to conduct the examination and audit of this loan, I (we) need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The

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documents requested and answers to our questions are needed by me (us) and others to insure that this loan:

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;

That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me/us;

That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

That each servicers and sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;

That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to this loan;

That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me (us) in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I (we) need copies of pertinent documents to be provided to me (us). I (we) also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my/our name.

As such, please send to Notary Public, at the address listed, copies of the documents requested below as soon as possible. Please also provide copies of:

- 1) Any certificated or un-certificated security, front and back, used for the funding of account # **124643177, 124643537**
- 2) Any and all "Pool Agreement(s)" including account # **124623177, 124643537** between **INDYMAC BANK** and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account # **124643117, 124643537** or the "Pool Agreement" including account # **124643177, 124643537** and any GSE.

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- 4) Any and all "Servicing Agreement(s)" between **INDYMAC BANK** and any GSE.
- 5) Any and all "Custodial Agreement(s)" between **INDYMAC BANK** and any GSE.
- 6) Any and all "Master Purchasing Agreement" between **INDYMAC BANK** and any GSE.
- 7) Any and all "Issuer Agreement(s)" between **INDYMAC BANK** and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between **INDYMAC BANK** and any GSE.
- 9) Any and all "Release of Document agreements" between **INDYMAC BANK** and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between **INDYMAC BANK** and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between **INDYMAC BANK** and any GSE.
- 12) Any and all "Release of Interest" agreements between **INDYMAC BANK** and any GSE.
- 13) Any Trustee agreement(s) between **INDYMAC BANK** and **INDYMAC BANK** trustee regarding account # **124643177, 124643537** or pool accounts with any GSE.
- 14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter.
- 15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note.
- 16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
- 17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note.
- 18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note.
- 19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note.
- 20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is **not** a constructive trust or any other form of trust.
- 21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI

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system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.

- 22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
- 23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
- 24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
- 25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
- 26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;
- 28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me/us on this account.
- 30) All letters, statements and documents sent to me (us) by your company;
- 31) All letters, statements and documents sent to me (us) by agents, attorneys or representatives of your company;
- 32) All letters, statements and documents sent to us by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
- 33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.
- 34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.

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- 35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.
- 36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
- 37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
- 38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
- 40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I (we) need the following answer to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you please provide me/us, in writing, the answer to the questions listed below.

**ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

- 1) Please identify for me (us) each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I (we), and others can adequately audit this account.

**DEBITS & CREDITS**

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for me (us) each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.
- 2) In a spreadsheet form or in letterform in a columnar format, please detail for me (us) each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.

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- 3) For each debit or credit listed, please provide me (us) with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide me (us) with the master transaction code list used by you or previous servicers.

### **MORTGAGE & ASSIGNMENTS**

- 1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I/we executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?
- 2) If not, why?
- 3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
- 4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I (we) executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
- 5) If yes, please detail for me (us) the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I (we) executed securing the obligation on this account that was not recorded in the county records where my/our property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

### **ATTORNEY FEES**

- 1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
- 2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?
- 3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
- 4) Have attorney fees ever been charged to this account from the inception of this account to the present date?
- 5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
- 6) Have attorney fees ever been collected from this account from the inception of this account to the present date?
- 7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?



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- 8) Please provide for me (us) the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I/we signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me (us) in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 11) Please detail and list for me (us) in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 12) Please detail and list for me (us) in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me (us) in writing any adjustments in attorney fees collected and on what date such adjustment I/we made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- 16) How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ \_\_\_\_\_
- 17) How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ \_\_\_\_\_
- 18) How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ \_\_\_\_\_
- 19) Please send to me/us copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from this account.

## SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?

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- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me (us) each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

### **LATE FEES**

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on this account as interest in any statement to me (us) or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to us or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me (us) in writing what expenses and damages you incurred for any payment I (we) made that was late.
- 6) Are any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges are charged or assessed to this account?
- 8) Please describe for me (us) in writing what expenses you or others undertook due to any payment I (we) made, which was late?
- 9) Please describe for me/us in writing what damages you or others undertook due to any payment I (we) made, which was late?
- 10) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed authorized the assessment or collection of late fees?
- 11) Please detail and list for me (us) in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
- 12) Please detail and list for me (us) in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.

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13) Please detail and list for me (us) in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?

16) Have any late charges been assessed to this account? Yes or No?

17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ \_\_\_\_\_

18) Please provide me/us with the exact months or payment dates you or other previous servicers of this account claim I (we) have been late with a payment from the inception of this account to the present date.

19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?

20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ \_\_\_\_\_

**PROPERTY INSPECTIONS**

1) For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

2) Have any property inspections been conducted on my property from the inception of this account until the present date?

3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?

4) If yes, please tell us the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?

5) Please tell me (us) the price charged for each property inspection?

6) Please tell me (us) the date of each property inspection?

7) Please tell me (us) the name and address of each company and person who conducted each property inspection on my (our) property?

8) Please tell me (us) why property inspections were conducted on my (our) property?

9) Please tell me (us) how property inspections are beneficial to me (us).

10) Please tell me (us) how property inspections are protective of my (our) property.

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- 11) Please explain to me (us) your policy on property inspections.
- 12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 13) If yes, why?
- 14) Do you use property inspections to collect debts? Yes or No?
- 15) Have you used any portion of the property inspection process on my property to collect a debt or inform me (us) of a debt, payment or obligation I (we) owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me (us) a property inspection as a misc. advance? Yes or No?
- 19) If yes, why?
- 20) Have you labeled in any record or document sent to me/us a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for us in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 23) Please detail and list for me (us) in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 24) Please detail and list for me (us) in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 25) Please detail and list for me (us) in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 26) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- 27) If yes, when and how much was charged?
- 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?

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- 29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ \_\_\_\_\_
- 30) How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ \_\_\_\_\_
- 31) Please forward to me (us) copies of all property inspections made on my (our) property in this mortgage account file.
- 32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

**BPO FEES**

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell me/us the date of each BPO conducted on my (our) property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me (us) the price of each BPO?
- 4) Please tell me (us) who conducted each BPO?
- 5) Please tell me (us) why BPOs were conducted on my (our) property
- 6) Please tell me (us) how BPOs are beneficial to me (us).
- 7) Please tell me (us) how BPOs are protective of my (our) property.
- 8) Please explain to me (us) your policy on BPOs.
- 9) Have any BPO fees been assessed to this account? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to this account? \$ \_\_\_\_\_
- 11) Have any BPO fees been charged to this account? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to this account? \$ \_\_\_\_\_
- 13) Please tell me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect a BPO fee from me (us).
- 14) Please send to me (us) copies of all BPO reports that have been done on my (our) property.
- 15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?

**FORCED-PLACED INSURANCE**

- 1) Have you placed or ordered any forced-placed insurance policies on my (our) property?

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- 2) If yes, please tell me (us) the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me (us) the price of each policy?
- 4) Please tell me (us) the agent for each policy?
- 5) Please tell me (us) why each policy was placed on my (our) property.
- 6) Please tell me (us) how the policies are beneficial to me (us).
- 7) Please tell me (us) how policies are protective of my (our) property.
- 8) Please explain to me (us) your policy on forced-placed insurance.
- 9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account?  
Yes or No?
- 10) If yes, how much in total forced-placed policy fees have been assessed to this account?  
\$ \_\_\_\_\_
- 11) Have any forced-placed insurance fees been charged to this mortgage or escrow account?  
Yes or No?
- 12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ \_\_\_\_\_
- 13) Please tell me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect forced-placed insurance fees from me (us).
- 14) Do you have any relationship with the agent or agency that placed any policies on my (our) property? If yes, please describe.
- 15) Do you have any relationship with the carrier that issued any policies on my (our) property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my (our) property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
- 17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?
- 18) Please send to me (us) copies of all forced-placed insurance policies that have been ordered on my (our) property.

**SERVICING RELATED QUESTIONS**

For each of the following questions listed below, please provide me (us) with a detailed explanation in writing that answer each question. In addition, I (we) need the following answer

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to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me (us), in writing, the answer to the questions listed below:

- 1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
- 3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- 4) Please identify for me (us) where the originals of this entire account file are currently located and how they are being stored, kept and protected?
- 5) Where is the original monetary instrument or mortgage I (we) signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the original deed of trust or mortgage and note I (we) signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of this loan, has there been any assignment of my (our) monetary instrument/asset to any other party? If the answer is yes, identify **the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?**
- 8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
- 10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.
- 11) Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for us each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
- 12) Has each and every assignment of our asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

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- 13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
- 14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.
- 15) Please identify for me (us) the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 16) Please provide me (us) with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 17) How much was paid for this individual mortgage account by you?
- 18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
- 19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
- 20) Who did you issue a check or payment to for this mortgage loan?
- 21) Please provide me (us) copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my (our) property?
- 23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
- 24) Please identify all persons who approved the foreclosure of my property!

Please provide me (us) with the documents I (we) have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answer, an exam and audit will be conducted that may lead to a further document request and answer to questions under an additional QWR letter.

**Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letters are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.**



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It is my (our) hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

**Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST**

**INDYMAC BANK** or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this "RESPA REQUEST," agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interests (liens) in **Ghulam R: Sunny** or any property or collateral connected to **Ghulam R: Sunny** or account # **124643177, 124643537** and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all:

1. **Ghulam R: Sunny's** right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment **INDYMAC BANK** may have or may have had in connection with account # **124643177, 124643537** and any property and/or real estate connected with account # **124643177, 124643537**.
2. **Ghulam R: Sunny's** right to have any certificated or uncertificated security re-registered in **Ghulam R: Sunny's**, and only **Ghulam R: Sunny's** name.
3. **Ghulam R: Sunny's** right of collection via **INDYMAC BANK** liability insurance and/or bond.
4. **Ghulam R: Sunny's** entitlement in filing and executing any instruments, as power of attorney for and by **INDYMAC BANK**, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the property is (properties are) located.
5. **Ghulam R: Sunny's** right to damages because of **INDYMAC BANK's** wrongful registration, breach of intermediary responsibility with regard to **Ghulam R: Sunny's** asset by **INDYMAC BANK** issuing to **Ghulam R: Sunny** a certified check for the original value of **Ghulam R: Sunny's** monetary instrument.
6. **Ghulam R: Sunny's** right to have account # **124643177, 124643537** completely set off because of **INDYMAC BANK** wrongful registration, breach of intermediary responsibility with regard to **Ghulam R: Sunny's** monetary instrument/asset by **INDYMAC BANK** sending confirmation of set off of wrongful liability of **Ghulam R: Sunny** and issuing a certified check for the difference between the original value of **Ghulam R: Sunny's** monetary instrument/asset and what **Ghulam R: Sunny** mistakenly sent to **INDYMAC BANK** as payment for such wrongful liability.


**INDYMAC BANK** or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury/commercial liability while offering direct testimony with the official capacity as an appointed agent for **INDYMAC BANK** in accordance with **INDYMAC BANK** Articles of Incorporation, By Laws duly signed by a current and

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duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within 30 days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as INDYMAC BANK judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

**Power of Attorney:** When INDYMAC BANK fails by not rebutting to any part of this "RESPA REQUEST" agrees with the granting unto Ghulam R: Sunny's unlimited Power of Attorney and any and all full authorization in signing or endorsing Ghulam R: Sunny's name upon any instrument(s) in satisfaction of the obligation(s) of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by INDYMAC BANK waives any and all claims of Ghulam R: Sunny, and/or defenses and remains in effect until satisfaction of all obligation(s) by INDYMAC BANK have been satisfied.

Sincerely,

  
 Ghulam R: Sunny  
 (without prejudice)  
 All Rights Reserved

CC:

1. Federal Trade Commission  
3300 N. Central Avenue,  
600 Pennsylvania Avenue NW,  
Washington, DC. 20580
2. Office of RESPA and Interstate Land Sales  
Office of Housing, Room 9146  
Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410
3. Office of Housing Enterprise Oversight (OFHEO )  
1700 G Street, NW., Fourth Floor,  
Washington, DC 20552.



**§ 1341. Frauds and swindles**

**Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.**

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS –**

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

You had ten (10) days in which to respond and rebut the Commercial Affidavit, from receipt, UCC 1-204, unless you requested in writing an extension of time. Since there was a lack of response or rebuttal means you assented to the Commercial Affidavit and that fault exists, UCC 1-201(16), creating fraud through material misrepresentation that vitiates all forms, contracts, testimony, agreements, etc. expressed or implied, from the beginning, UCC 1-103.

**"BLACK'S LAW DICTIONARY, SIXTH EDITION"**

**"LETTER", (PAGE 903)**

**LETTER: A dispatch or Epistle; A written or printed message; a communication in writing from one person to another at a distance. Respondent(s)/Defaulted Parties, is by Contract, Mandated to respond to all statements and inquires by: AFFIDAVIT, POINT FOR POINT, UNDER UNLIMITED LIABILITY OATH, SWORN AND ATTESTED TO; AND RETURNED BY U.S. POSTAL CERTIFIED MAIL TO PETITIONERS NOTARY ACCEPTOR.**

**UNOFFICIAL COPY****FIXED/ADJUSTABLE RATE NOTE  
INTEREST ONLY PERIOD**

(1-Year LIBOR Index - Rate Caps)

(Assumable after Initial Period)

( 10 Year Interest Only Period)

Loan # 124643177

MIN: 100055401246431771

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.

October 13, 2006  
[Date]CHICAGO  
[City]Illinois  
[State]

6556 N SPAULDING AVENUE, LINCOLNWOOD, IL 60712

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 297,024.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

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 7.500 %. 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 make a payment every month on the first day of the month beginning on December 1, 2006.

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 if the payment consists of both principal and interest, it will be applied to interest before Principal. If, on November 1, 2036, 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 INDYMAC BANK, F.S.B., P.O. BOX 78826, PHOENIX, AZ 85062-8826

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

**(B) Amount of My Initial Monthly Payments**

Before the first fully amortizing principal and interest payment due date stated in subsection (C) below (the "First P&I Payment Due Date"), my monthly payments will be only for the interest due on the unpaid principal of this Note.

Each of my initial monthly payments will be in the amount of U.S. \$ 1,856.40. This amount may change in accordance with subsection (C) below.

IndyMac Bank

Fixed/Adjustable Rate Note - 1 Yr. Libor Index - Interest Only Period - Multistate

Initials: \_\_\_\_\_

Page 1 of 5

Form 5600

8480830 (0506)

VMP Mortgage Solutions, Inc. (800)521-7291

6/05



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## (C) Monthly Payment Changes

The First P&I Payment Due Date is December 1, 2016.

Prior to the First P&I Payment Due Date, my monthly payment may change to reflect changes in the interest rate I must pay in accordance with Section 4 of this Note or to reflect changes in the unpaid principal of my loan in accordance with Section 5 of this Note. Notwithstanding the provisions of Section 4(C) of this Note to the contrary, prior to the First P&I Payment Due Date the Note Holder will not include in the monthly payment any amount to repay the unpaid principal. Before the effective date of any change in my monthly payment, the Note Holder will deliver or mail to me a notice of the change in accordance with Section 8 of this Note. The notice will include the title and telephone number of a person who will answer any question I may have regarding the notice.

Beginning with the First P&I Payment Due Date, my monthly payment will change to an amount sufficient to repay the principal and interest at the rate described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 and 5 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of November, 2011, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Change Date."

### (B) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Interest Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding three and 250/1000ths percentage point(s) (3.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 12.500% or less than 3.250%. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two and NO/1000ths percentage point(s) (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500%.

### (E) Effective Date of Changes

My new interest rate will become effective on each Interest Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Change Date until the amount of my monthly payment changes again.

### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

## 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to the changes.

Loan No: 124643177  
8480830 (0506)



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If I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, my partial Prepayment will reduce the amount of my monthly payment. If I make a partial Prepayment after the last interest only monthly payment, my partial Prepayment may reduce the amount of my monthly payments beginning with the monthly payment due after the Interest Change Date following the partial Prepayment. After the first Interest Change Date, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest during the period when my payment is interest only, and of principal and interest after that. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 8. GIVING OF NOTICES

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

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

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Loan No: 124643177

8480830 (0508)

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Form 5600

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## 11. UNIFORM SECURED NOTE

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

### (A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

### (B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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

_____ (Seal)	_____ (Seal)
GHULAM R SUNNY -Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

[Sign Original Only]

  
 \_\_\_\_\_  
 Ghulam R: Sunny Settlor  
 EIN # 226496595 PREPAID



Loan No: 124643177





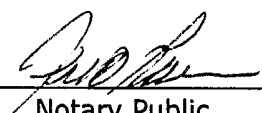
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**Illinois )  
 ) ss ACKNOWLEDGEMENT  
 Cook County )**

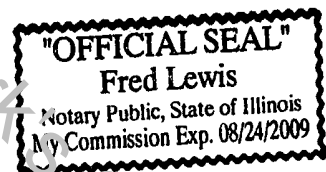
I, Fred Lewis  
 a Notary Public in and for said county and state, do hereby certify that  
 Ghulam R: Sunny  
 known to me to be the same person(s) whose name(s) subscribed to the foregoing  
 instrument, appeared before me this day in person, and acknowledged that  
 he/she/they signed and delivered the said instrument as his/her/their free and  
 voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of MARCH 2009

My Commission Expires 08/24/2009

  
 Notary Public

**Ghulam R: Sunny  
 c/o 6556 N Spaulding Avenue  
 Lincolnwood [60712] Illinois  
 Settlor**



**INDYMACK BANK, F.S.B  
 ATTN: ADMINISTRATION DEPARTMENT  
 BLDG B, 901 E 104<sup>TH</sup> STREET, SUITE 400/500  
 KANSAS CITY [64131] MISSOURI**

**RE: Contract # 124643177**

**Please reply to: Notary Public  
 c/o Evident, LLC  
 c/o 4018 South Dr. Martin Luther King Drive  
 Chicago [60653] Illinois**

# UNOFFICIAL COPY

**EXHIBIT 'A'**  
**Legal Description**

**PARCEL 1: LOT 3 IN ALLEN L. ATKIN'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN BLOCK 1 IN DEVON MCCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 22871041 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.**

*PIN 10-35-417-050-0000  
C/A 655 N. SPALDING LINCOLNWOOD ILLINOIS 60712*

Property of Cook County Clerk's Office