

NOTICE OF DEFAULT

Doc#: 0921203060 Fee: \$38.00

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 07/31/2009 01:07 PM Pg: 1 of 2

Illinois) NOTICE TO AGENT IS NOTICE TO PRINCIPAL) SS NOTICE TO PRINCIPAL IS NOTICE TO AGENT Cook County)

Having Lean duly sworn, Affiants declares that affidavit and response... The parties to the contract entirled, Notice of RECONVEYANCE, hereinafter "Contract," are in full agreement regarding the collowing:

- 1. Affiant is competent to state to the matters included in their declaration, has knowledge of the facts, and declared that to the best of their knowledge, the statements made in this affidavit are true, correct, and not meant to mislead;
- 2. Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien I old Interest to all property held in the name of John: Moro organization # 091-007-633, evidenced by UCC-1 Financing Statement Doc# 0911329082, filed with the Secretary of State of the State of Illinois.
- 3. Respondent, Charlene Chewning, is herein addressed in his/her private capacity, but in his/her public capacity is a citizen and resident of the State of ILLINOIS and is participating in a commercial enterprise with his/her co-business partners, including but not limited to AURORA LOAN SERVICES, hereinafter collectively referred to as "Respondent":
- 4. The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;
- 5. Affiant at no time have willing, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction; s;
- 6. Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;
- 7. Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;
- 8. On May 13, 2009, Affiant sent a security, entitled Promissory Note, to the COOK COUNTY RECORDER to register. The cover document, entitled Notice of RECONVEYANCE, instructed Respondent on the procedure of concluding the contract. The COOK COUNTY RECORDER recorded the instrument and delivered the now registered security, herein "presentment," to the Respondent evidencing payment.
- 9. Affiant gave Notice that Respondent's failure to properly and timely respond to this good faith effort to settle the account noted above, would constitute Respondent's consent that Affiant, in the capacity of Settlor for Respondent, would record the FULL RECONVEYANCE in behalf of Respondent.
- 10. Respondent has dishonored Affiant presentment by not issuing a FULL RECONVEYANCE as

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stipulated in the original Deed of Trust when Deed of Trust was executed by delivery of the Promissory Note. This dishonor is now deemed to be a charge against Respondent.

11. In order to exhaust all administrative remedies, it is required that a Notarial Protest be executed to obtain any evidence and/or testimony from Respondent that could aid in his defense.

In the event no response is received by the Public Official (Notary), this will act as a witness against Respondent. Upon default, a CERTIFICATE OF RECONVEYANCE will be issued which will act as a Default Judgment against Respondent who will then be taken into bankruptcy liquidation whereby all the equity in the name of Respondent will be disposed of in a foreign proceeding.

| It has been said, so it is done. |
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| Dated this 30 day of July , 2009. |
| udy 6, 2000. |
| John: Moro, |
| Affiant |
| John: Moro, Affiant Illinois)) ss ACKNOWLEDGEMENT Cook County) |
| Illinois) |
|) ss ACKNOWLEDGEMENT Cook County) |
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| As a Notary Public for said County and State, I do hereby certify that on this 30 day of |
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| $O_{x_{-}}$ |
| |
| Witness my hand and seal: |
| OFFICIAL SEAL |
| SANDRA PEREZ \$ |
| NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/14/12 |
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