



Doc#: 1011716093 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/27/2010 03:33 PM Pg: 1 of 3

When recorded return to:
River Tali El Marie Bey
c/o Post Office Box 8503
Chicago Illinois Republic
Non domestic

Space above for recorders use only

CLAIM OF OWNERSHIP

Pursuant to Real Estate Standard Procedural Act and Truth in Lending Act

RE:

Deed of Trust, Trust Deed, or Mortgage under recording #:

00619827/00619823/00619829

Record Date: August 14, AD2000 in the County of Cook in the State of Illinois

Recorded by: Cherron Marie Phillips, Trustor/Grantor under above-described Deed of Trust, Trust Deed, or Mortgage

Legal Description:

The South three feet of Lot 3, all of lots 4, 5, and 6 (Except the South Eighteen feet thereof) in Block Four in O'Tooles Calumet center subdivision in the southwest ¼ of the southeast ¼ of section fifteen, in township 37 north, range 14, east of the third principal meridian, in Cook County Illinois

PIN: 25-15-411-015-0000

Commonly described as: one zero nine thru twelve south vernon

Obligation satisfied. The entire obligation/transaction that was secured by the above-described Deed of Trust, Trust Deed, or Mortgage HAS BEEN SATISFIED. Said obligation, in the amount of \$149,000.00 US, paid to SHOREBANK MORTGAGE INC 7054 SOUTH JEFFREY CHICAGO, ILLINOIS 60649 was satisfied on or about March 2, AD2000. As such, in consideration of the payment instrument being presented to said recipient, and accepted as payment in full by said recipient, there exists no further condition by which the above-described Deed of Trust, Trust Deed, or Mortgage is permitted to continue. Therefore, there no longer exists any condition under which a legitimate lien on this property can remain in effect and no party in the public realm or in the private realm, neither a public employee, nor any other party to this instrument. Both the Beneficiary and the Trustee under this instrument are in breach after failing to initiate reconveyance after the obligation under this instrument was paid in full and, thus, satisfied.

Refusing to record, a criminal offense. The Deed of Trust, Trust Deed, or Mortgage states that said Deed of Trust, Trust Deed, or Mortgage is to be reconveyed when the obligation under said Deed of Trust, Trust Deed, or Mortgage has been paid in full, which has occurred. Further, said Deed of Trust, Trust Deed, or Mortgage shows no prohibition against the Trustor/Grantor presenting a Claim of Ownership for public recordation. Further, notwithstanding any local rules that would otherwise instruct public employees that they must refuse to record certain documents under certain circumstances, the courts and federal law clearly state that such a refusal would be considered tampering with public documents and is a criminal offense. Biffle v. Morton Rubber

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Indus., Inc., 785 S.W.2d 143, 144 (Tex.1990) concluded that an instrument is deemed in law filed/recorded at the time it is delivered to the clerk, regardless of whether the instrument is filemarked; and U.S. Code TITLE 18 - Part 1 - CHAPTER 101 - § 2071 makes it clear that a recorder or deputy recorder who conceals a document presented for public recordation by refusing to record a document filed or deposited in any public office for public recordation shall be fined or imprisoned not more than three years, or both, and shall forfeit his office and be disqualified from holding any office under the United States. This shall include any publicly employed attorney and/or public employee acting in a supervisory role over such clerk or deputy clerk who, acting under instructions from such attorney and/or supervisor, instructs such clerk or deputy clerk to refuse to record this, or any other document presented for public recordation. The job of the public recorder is to record documents, not to render legal opinions as to the legitimacy of a document presented for recordation. To refuse to record a document presented for recordation is a criminal violation of the public oath.

Possession of property acknowledged by all parties. The property is currently held in Trustor/Grantor's possession without further obligation. No written objection to the execution of and recordation of this release, in the form of a sworn statement, has been received by said Trustor/Grantor from any party named and/or described in the Deed of Trust, Trust Deed, or Mortgage, or in documents subsequently filed in connection with said Deed of Trust, Trust Deed, or Mortgage. This, after all known parties were duly served NOTICE, being given an open opportunity to state, and swear to, any documented reason why a Claim of Ownership should not, and cannot lawfully, take place. With no such objections to or reasons against Claim of Ownership being received by said Trustor/Grantor, and after OVER 20 (twenty) business days since NOTICE was served on the parties, this action shall be considered acknowledged and accepted by all such parties. See enclosed **EXHIBIT** Revocation of Power of Attorney and Appointment of Successor Trustee.

Right to reconvey acknowledged by all parties. There exist no sworn statements issued by any party stating that there exists any valid claim on the title to the above described property, or any other alternative set of facts as to the true disposition of this title, property, and Deed of Trust, Trust Deed, or Mortgage, other than those put forth by the above-described Trustor/Grantor. Only a sworn affidavit, complete with valid supporting documentation, submitted by a duly authorized party to the original transaction who has first-hand knowledge of the facts attested to, which, said sworn affidavit is intended to, and serves the purpose of, contravening the underlying facts and rationale as the basis for this action, can reverse this action as it is otherwise acknowledged to be lawful and correct by those parties.

Trustor/Grantor, the only signatory to the above described Deed of Trust, Trust Deed, or Mortgage, the only party qualified to reconvey. It has been acknowledged by the parties under said Deed of Trust, Trust Deed, or Mortgage that since the Trustor/Grantor of the above-described Deed of Trust, Trust Deed, or Mortgage was THE ONLY SIGNER of the Deed of Trust, Trust Deed, or Mortgage and NO PARTY ever signed an acceptance of their appointments/assignments, the lack of acknowledgement and acceptance of those parties was their tacit agreement that the below signed Trustor/Grantor, once the above-described power of attorney was revoked and said power returned to said Trustor/Grantor, had, and has, the right to make unilateral decisions as relates to the termination and release of those parties and to unilaterally execute the termination and release of the Deed of Trust, Trust Deed, or Mortgage. There are no parties, other than this Trustor/Grantor, who have the right, under contract, to claim that right. This, especially given the undisputed fact that the underlying obligation of this Deed of Trust, Trust Deed, or Mortgage HAS BEEN SATISFIED.

Therefore, it is hereby acknowledged by the parties that the Deed of Trust, Trust Deed, or Mortgage set forth herein is FULLY RELEASED as SATISFIED. Therefore, by this public notice, it is to be known to all that the above-described property is FULLY and COMPLETELY RECONVEYED TO THE

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the termination and release of those parties and to unilaterally execute the termination and release of the Deed of Trust, Trust Deed, or Mortgage. There are no parties, other than this Trustor/Grantor, who have the right, under contract, to claim that right. This, especially given the undisputed fact that the underlying obligation of this Deed of Trust, Trust Deed, or Mortgage HAS BEEN SATISFIED.

Therefore, it is hereby acknowledged by the parties that the Deed of Trust, Trust Deed, or Mortgage set forth herein is FULLY RELEASED as SATISFIED. Therefore, by this public notice, it is to be known to all that the above-described property is FULLY and COMPLETELY RECONVEYED TO THE ABOVE-DESCRIBED TRUSTOR/GRANTOR. In execution of this CLAIM OF OWNERSHIP, said Trustor/Grantor, as a final act of the above-described Deed of Trust, Trust Deed, or Mortgage, acknowledges this reconveyance, states it to be, and accepts it as, the lawful state of affairs of, and the proper disposition of, the underlying property.

ACKNOWLEDGEMENT

Cherron Marie Phillips
Cherron Marie Phillips - Trustor/Grantor
Authorized Signature -

State of Illinois }
County of Cook }

SS.

In the city of Chicago, on the 20th day of April, 2010 before me, a Notary Public in and for the above state and county, personally appeared Cherron Marie Phillips, personally known to me to be the persons who executed the foregoing instrument, and being first duly sworn, such persons acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed, were identified on the basis of identification documents and shown to be the same persons.

SHINETTE AVANT
Printed Name -NOTARY PUBLIC

Shinette Avant
Signature -NOTARY PUBLIC

My Commission Expires: Feb. 27, 2012

SEAL

