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Doc#: 1118722049 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2011 11:23 AM Pg: 1 of 7

When Recorded Mail to: d.b.a. Loan Resolution Specialist

**CHASE HOME FINANCE
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009**

NOTICE OF RECONVEYANCE

Contract # LOAN # 76110423/#76220431

Payee: d.b.a. Loan Resolution Specialist.

**CHASE HOME FINANCE
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009**

Payor: KYLE ANTHONY MASON, 9941 S. PERRY, CHICAGO, ILLINOIS 60628.

I, **Kyle Anthony Mason**, 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 **KYLE ANTHONY MASON**, organization #**320-78-4444**, and have **PREPAID EXEMPT** status as evidenced by the **UCC-1 Financing Statement # 11-7267385222** as the testimony of the **Secretary of State of California**.

On **May 1st 2007**, Settlor, signed for his/her legal fiction **KYLE ANTHONY MASON**, on a Deed of Trust recorded at **Docket # 0710754017**, Page _____ of **COOK COUNTY**, **KYLE ANTHONY MASON** herein "**BORROWER**," was named as Trustor to a trust presented by **FIRST FRANKLIN FINANCIAL**, 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 **#76110423/#76220431** was paid to **FIRST FRANKLIN FINANCIAL**, 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. **BAC HOME LOANS SERVICING**, later assigned the Deed to **CHASE HOME FINANCE**, Bank, herein "Beneficiary."

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

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based upon Settlor's 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 Recorder of Deeds 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.




Kyle Anthony Mason, Settlor

Illinois)

) ss **ACKNOWLEDGEMENT**

Cook County)

As a Notary Public for said County and State, I do hereby certify that on this ^{5th} ~~22nd~~ day of ~~June~~ 2011 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:



Notary Public Signature

Kyle Anthony Mason

9941 S. Perry

Chicago, Illinois 60628

Affiant

d.b.a., Loan Resolution Specialist

CHASE HOME FINANCE

3415 VISION DRIVE

COLUMBUS, OHIO 43219-6009

Respondent

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UNOFFICIAL COPY**Fixed Rate Note**

March 16, 2007
[Date]

Des Plaines
[City]

Illinois
[State]

9941 S PERRY AVE
CHICAGO, IL 60628

[Property Address]

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

In return for a loan that I have received, I promise to pay U.S. \$24,000.00 (this amount will be called "principal), plus interest, to the order of the Lender. The Lender is FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB. 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 will be called the "Note Holder."

2. **INTEREST**

I will pay interest at a yearly rate of 12.5000%
Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. **PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 256.14
I will make my payments on the 1st day of each month beginning on May 01, 2007
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. If, on April 01, 2027, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212
or at a different place if required by the Note Holder.

4. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. This late charge will be the greater of 10% of the unpaid monthly payment or \$40. I will pay this late charge promptly but only once on any late payment.

(B) **Returned Check Charge, Document and Other Charges**

If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge of \$25. If you request copies of any documents related to this Loan, you agree to pay a document request charge of \$6 per copy for the service of providing you copies. We will not charge you for documents if applicable law does not permit us to do so. You also agree that we may also charge you a fee, not otherwise enumerated herein, for services that we perform for you that you have requested.

(C) **Notice from Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

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(D) Default

If I do not pay the overdue amount by the date stated in the notice described in (C) above, I will be in default. If I am in default, 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.

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, I will be required to pay the Note Holder all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees and court costs.

5. THIS NOTE SECURED BY A MORTGAGE

In additions to the protections given to the Note Holder under this Note, a Mortgage, dated March 16, 2007, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full for all amounts that I owe under this Note. The (Mortgage) (Deed of Trust) is governed by Applicable Law which is defined as all controlling applicable federal state and local statutes, regulations, ordinances and administrative rules and orders and final judicial opinions. The controlling applicable law shall be federal law unless the state and local law is not preempted by federal law. Without limitation, all provisions in the (Mortgage)(Deed of Trust) regarding escrow funds are governed by federal law; no interest shall be payable to me on escrow funds, and Lender or its servicer shall be entitled to interest thereon or any other benefit arising from the escrow fund accounts.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial payment."

Except as may be provided in any addendum to this Note, I may make a full prepayment or a partial prepayment at any time without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of the principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

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8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. GOVERNING LAW

This Note is governed by federal law, and to the extent not preempted by federal law, by the law of the state where the property secured by the Mortgage is located, without regard to the conflict of laws rules in that state. The Lender is an operating subsidiary of a Federal Savings Bank located in New York.

11. SIGNATURES.

YOU, INTENDING TO BE LEGALLY BOUND, HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE. CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT. DO NOT SIGN THIS NOTE IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. You acknowledge receipt of a completed copy of this Note.

12. NOTICES.

THE FOLLOWING NOTICES ARE GIVEN BY US ONLY TO THE EXTENT NOT INCONSISTENT WITH APPLICABLE FEDERAL REGULATIONS AND OPINIONS AND THE CHOICE OF LAW PROVISION SET FORTH HEREIN (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS). You acknowledge receipt of all notices before becoming obligated.

NOTICE TO ALL BORROWERS

A negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency if you fail to fulfill the terms of your credit obligations. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to National City, 150 Allegheny Center Mall, Pittsburgh, PA 15212 Att'n: Customer Service, Locator 47-23-551 or such other place as we may designate.

Maryland: Except as preempted by Federal Law, Lender elects Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

Texas: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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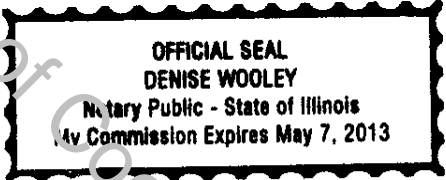
WITNESS THE HAND(S) OF THE UNDERSIGNED

Kyle Mason (Seal)
Kyle Mason, Settlor
EIN# 320-78-4444 PREPAID

As a Notary Public for said County and State, I do hereby certify that of this
5th day of July, 2011 the above mentioned appeared before me
and executed the foregoing.

Witness my hand and seal:
Denise Wooley
Notary Public Signature

My Commission expires: _____



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THE NORTH 16 2/3 FEET OF LOT 31 AND THE SOUTH 16 2/3 FEET OF LC
IN BLOCK 2 IN BUHMANN'S SUBDIVISION OF BLOCKS 1, 2, 13 AND 14
FERNWOOD, IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P. N. 25-09-406-014
C.N. 9941 S. PERRY AVE
CHAS. Z. COBURN

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