

# UNOFFICIAL COPY

Alex Briggins  
Michelle Briggins  
3500 Maple Lane  
Hazel Crest, IL 60429



Doc#: 1231913052 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/14/2012 01:46 PM Pg: 1 of 15

**AFFIDAVIT OF INTEREST OF:**  
ALEX BRIGGINS  
MICHELLE BRIGGINS

**STATE OF:** Cook

**COUNTY OF:** Illinois

Comes now, Alex Briggins and Michelle Briggins, Your Affiant, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states the she has firsthand knowledge of the facts stated herein and believes these facts to be true to the best of her knowledge.

1. Your Affiant, Alex Briggins and Michelle Briggins, entered into an agreement to purchase specific real property on December 18, 1997.
2. Your Affiant, Alex Briggins and Michelle Briggins, notices that the said property is 3500 Maple Lane, Hazel Crest, IL 60429.
3. Your Affiant, Alex Briggins and Michelle Briggins, notices that the legal description of said property is as attached. See exhibit A.
4. Your Affiant, Alex Briggins and Michelle Briggins, had a mortgage agreement specific to said property in which the sales price was (Original purchase price) \$111,400.00.
5. Your Affiant, Alex Briggins and Michelle Briggins, made a down payment of \$1,600.00 paid to the Sellers Paul Jones Lathan and Helene Lathan, witnessed by Attorney Emmett Marshall.
6. As of today's date: November 14, 2012 Your Affiant, Alex Briggins and Michelle Briggins, made payments totaling, \$296.546.90 (All Loan Servicing Companies, which include original purchase price, down payment, first's, second's, refinanced loans, Home Equity Lines of Credit, Taxes, Insurance, etc.) To multiple alleged servicers pursuant to the alleged loan agreement specific to the

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purchase of the above described property, including but not limited to PNC Mortgage.

- 7. Your Affiant, Alex Briggins and Michelle Briggins, as of today's date: November 14, 2012 has 14 Years and 10 months of maintenance and upkeep of said property which have an approximate value of \$4,600.00 (See exhibit B)
- 8. Your Affiant, Alex Briggins and Michelle Briggins, has a total secured interest in the above referenced property as of November 14, 2012 of approximately \$30,2746.90 (See Exhibit B line number 27).
- 9. To date, no party has made any offer to Your Affiant, Alex Briggins and Michelle Briggins, to settle Affiant's interest in said property.
- 10. Further Affiant sayeth naught.

Signature Alex Briggins Date: 11/14/12  
 Signature

Signature Michelle Briggins Date: 11-14-12  
 Signature

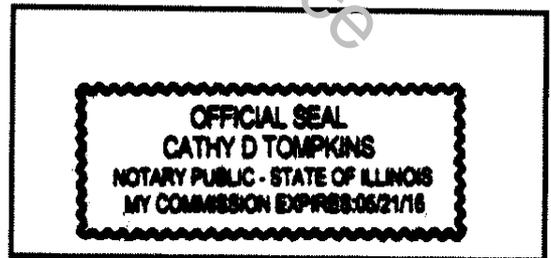
State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this 14TH day of NOVEMBER 2012

by DRIVERS LICENSE, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Cathy D. Tompkins (Seal)  
 Notary Public



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## EXHIBIT A

### PHYSICAL ADDRESS:

**Address, Hazel Crest, IL 60429**

*Instrument NO. 28-26-403-013-0000*

#### *Legal Description:*

*LOT 328 IN HAZEL CREST HIGHLANDS THIRD ADDITION, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

*Proprietary Cook County Clerk's Office*

**UNOFFICIAL COPY****EXHIBIT B*****IMPROVEMENTS AND MAINTENANCE*****Address, Hazel Crest, IL 60429***Legal Description See Attached Exhibit A**Instrument NO. 28-26-403-013-0000***IMPROVEMENTS/MAINTENANCE AND UP KEEP**

From \_\_\_\_\_ to \_\_\_\_\_:

1. Hot Water Heater & Furnace	\$500.00
2. Storm Doors	\$800.00
3. Carpeting	\$900.00
4. Painting Interior	\$500.00
5. Air Conditioner	\$500.00
6. Landscaping	\$600.00
7. Blinds/Curtain	\$400.00
8. Electrical Maintenance	\$300.00
9. Locks	\$100.00
10. New Garage Door(s)/ Garage Opener(s)	
11. Driveway Paved	
12. Cleaning Cost	
13. Electrical Update	
14. Tuck Pointing	
15. Bathroom Renovation(s)	
16. Locks	
17. Mirror	
18. Painting Exterior and Interior	
19. Plumbing	
20. Pest Control	
21. Water Proofing	
22. Window Coverings	
<b>23. Total for Improvement/Maintenance/Upkeep:</b>	<b>\$4,600.00</b>
<b>24. Total for each Refinance:</b>	<b>\$146,772.00</b>
<b>25. Original Sales Price</b>	<b>\$111,400.00</b>
<b>26. Original Down Payment</b>	<b>\$1,600.00</b>
<b>27. Taxes</b>	<b>\$38,374.91</b>
<b>28. Combined Total for All:</b>	<b>\$302,746.90</b>

**UNOFFICIAL COPY****Alex Briggins and Michelle Briggins**

3500 Maple Lane, Hazel Crest, IL 60429

**EXHIBIT C**

November 14, 2012

Pierce and Associates Attorneys for  
 PNC Mortgage/PNC Bank NA/National City Bank/Endorsee/True Owner/True Holder of  
 the Note  
 One North Dearborn, Suite 1300  
 Chicago, IL 60602

**Alleged Loan #:** 0003486983**Foreclosure Case #:** 2010-CH-02613

Dear Madam/Sir,

I am exercising my rights under U.C.C. - ARTICLE 3 -§3-501 (b) 2 (1) to personally inspect the Original Wet Ink Note, Allonge and Original Wet Ink Trust. I am entitled to demand presentation of the negotiable instrument under RESPA. Please contact me to arrange a time for me, my attorney and a finger print expert to come to the location where the Original Wet Ink Note, Original Wet Ink Trust and Allonge are being held.

**WARNING:** by way of this letter, PNC Mortgage/PNC Bank NA/National City Bank and its attorneys are being advised of the serious nature of issues uncovered in the note and chain of title in your attempt to collect a debt with illegal or forged documents. If PNC Mortgage/PNC Bank NA/National City Bank, an employee of PNC Mortgage/PNC Bank NA/National City Bank, any attorney representing PNC Mortgage/PNC Bank NA/National City Bank or any third party now being made aware of these issues attempt to collect a debt or threaten me with foreclosure until these issues are corrected, you will be violating the Fair Credit Collections Act, the Sarbanes and Oxley Act and PNC Mortgage/PNC Bank NA/National City Bank and its attorneys will be willfully attempting to commit fraud and perjury upon the court. Please be aware that this correspondence has been recorded and made a permanent record in the chain of title for the purpose of full disclosure to all current and future parties.

A recent forensic and securitization evaluation, investigation of the Committee on Uniform Securities Identification Procedures (CUSIP) via the Bloomberg Report as it relates to the alleged trust and account number 0003486983 has raised some very disturbing questions. There appears to be substantial and deliberate fraud, breach of fiduciary responsibility, violation of the Fair Debt Collection Practices Act, predatory lending, a break in the chain of title and violations of the Sarbanes and Oxley Act as well as IRS Code 860 G. In Carpenter v. Longan 16 Wall. 271,83 U.S. 271, 274, 21 L.Ed. 313 (1872), the U.S. Supreme Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity."

Additionally, once the Note was converted into a stock, or stock equivalent, it is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. Double dipping is a form of securities fraud. Once a loan has been securitized which this loan has done, it forever loses its security

component (i.e., the Deed of Trust/Mortgage), and the right to foreclose on the Deed of Trust/Mortgage is forever lost.

As a result of my findings I have requested a full investigation by the SEC Office of the Whistleblower, the Internal Revenue Service Whistleblower Office, the securities fraud task force team assembled by the United States Attorney General and the various agencies that are investigating the Banks and Attorneys who are committing securities, mortgage and foreclosure fraud.

Effective immediately I am exercising my rights under RESPA and TILA to receive full disclosure. Please respond to the attached RESPA Qualified Written Request, Complaint, Dispute of Debt & Validation of Debt Letter and TILA Request. Under US Code TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g part b), this debt is now officially in dispute. By law, all collection activities must cease and no foreclosure action can be brought against me until this dispute is resolved.

**The violations the securitization audit found as it pertains to the Sarbanes and Oxley Act are listed as follows:**

**Section 802(a)** of the SOX, 18 U.S.C. § 1519 states: Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or contemplation of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both.

**Section 906 and 302** of the Sarbanes-Oxley Act Under Code 18 U.S.C. §1350 provides criminal penalties of up to 20 years for willful violations and up to 10 years imprisonment for violations where the executive knowingly signed a false certification. Under 15 U.S.C. §7241, a "principal executive officer of officers and principal financial officer of officers ... or persons performing similar functions," of a public company must certify each quarterly and annual report filed by the company under the new Exchange Act Rules §13(a) or §15(d). Furthermore, "a separate certification must be provided for each certifying officer, and the language of the certification cannot be varied from the language contained in" the statute. Certification is made based on the knowledge of the certifying officer, and ignorance will not be a defense to a charge of falsely certifying a quarterly or annual report if the certifying officer should have known that the certification was false. an officer who "willfully" makes a false Sarbanes-Oxley Act §302 certification may be liable for criminal violation of the Exchange Act, which results in a maximum of up to 20 years imprisonment and up to \$5 million in fines, under §1106.

**Sarbanes-Oxley § 1102** increases the penalties for destruction or altering of corporate audit records by amending 18 U.S.C. § 1512 entitled "Tampering with a Record or Otherwise Impeding and Official Proceeding." 18 U.S.C. § 1512 now contains the following new subsection: (c) Whoever corruptly – alters, destroys, mutilates, or conceals a record, document, or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding; or otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both. Under 18 U.S.C. §1001, anyone who, "makes a materially false, fictitious or fraudulent statement or representation" can be fined and imprisoned for up to five years.

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**SEC. 807. CRIMINAL PENALTIES FOR DEFRAUDING SHAREHOLDERS OF PUBLICLY TRADED COMPANIES. (a) IN GENERAL.—Chapter 63 of title 18, United States Code “§ 1348. Securities fraud “Whoever knowingly executes, or attempts to execute, a scheme or artifice— “(1) to defraud any person in connection with any security of an issuer with a class of securities registered under section 12 of the Securities Exchange Act of 1934 (15 U.S.C. 78l) or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(d)); or “(2) to obtain, by means of false or fraudulent pretenses, representations, or promises, any money or property in connection with the purchase or sale of any security of an issuer with a class of securities registered under section 12 of the Securities Exchange Act of 1934 (15 U.S.C. 78l) or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(d)); shall be fined under this title, or imprisoned not more than 25 years, or both.”**

**SEC. 903. CRIMINAL PENALTIES FOR MAIL AND WIRE FRAUD. (a) MAIL FRAUD.—Section 1341 of title 18, United States Code; (b) WIRE FRAUD.—Section 1343 of title 18, United States Code: Penalty is punishable by a maximum of up to 20 years.**

Kind Regards,

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****Alex Briggins and Michelle Briggins**

3500 Maple Lane, Hazel Crest, IL 60429

**EXHIBIT D**

November 14, 2012

PNC Mortgage/PNC Bank NA/National City Bank /Endorsee/True Owner/True Holder of the Note

One North Dearborn, Suite 1300  
Chicago, IL 60602**Alleged Loan #:** 0003486983**Foreclosure Case #:** 2010-CH-02613**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 24 C.F.R. 3500, and The Gramm Leach Bliley Act.**

**Alleged Loan #:** 0003486983**Foreclosure Case #:** 2010-CH-02613

Dear Madam/Sir:

Please be advised of your legal obligation to answer this additional Qualified Written Request and to obtain all records and documents pertaining to the above-mentioned Loan No. This request is made pursuant to the Real Estate Settlement and Procedures Act (RESPA). We have reason to believe that certain disclosures and documentation have been withheld in violation of the Truth in Lending Act (TILA) and that various Real Estate Settlement Procedures Act (RESPA) loan servicing errors may have occurred. We are requesting authenticated copies of the following records relating to the loan number stated herein:

1. The original Promissory Note
2. The Security Instrument
3. Any modification, endorsements, extension, addenda and all information related to items 1 and 2 above.
4. The complete pay history from the date of origin, including any portion of the history that originated from previous assignors.
5. Promissory Note deposit and transaction account records.
6. All records of endorsement of the note beginning with the first.
7. The name or names and addresses of all custodians of the note.
8. If the note has been lost, please provide me with copies of the following:
  - a. The Government National Mortgage Association (GNMA) pool number of the bond issued for the lost note;

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- b. Name of issuer purchasing the bond;
  - c. Current issuer loan number ;
  - d. FHA/VA case number;
  - e. Name of original mortgagor;
  - f. Physical address of the property;
  - g. Mortgage recording information;
  - h. Name of surety or insurance company (obligor);
  - i. The date the bond was executed by surety or insurance company;
  - j. Name of surety or insurance company that executed bond;
  - k. Name and signature of representative for surety or insurance company;
  - l. Date the note was discovered missing and;
  - m. Possible reason for the lost note;

Further, I have conducted an extensive analysis and review of this account, and need additional documentation to determine any proper amounts due. We request the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you, PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK, please provide me, in writing, the answers to the questions listed below:

#### **MORTGAGE & ASSIGNMENTS**

1. Has each sale, transfer or assignment of this mortgage, monetary instruments, Deed of Trust or any other instrument we executed to secure this debt been recorded in the county property records in the county and state in which our 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 Trust?
4. Have any sales, transfers or assignments of this mortgage, monetary instrument, Deed of Trust or any other instrument 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 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 we executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

#### **SERVICING RELATED QUESTIONS**

For each of the following questions listed below, please provide us with a detailed explanation in writing that answers each question, in addition, we need the following

answer to questions concerning the servicing of this mortgage account from its inception to the present date.

Accordingly, can you please provide us, in writing, the answers 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 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 we signed located? Please describe its physical location and anyone holding this note as a custodian or Trustee if applicable.
6. Where are the original Deed of Trust or mortgage and Note 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 monetary instrument/asset to any other party? If the answer is yes, identify **the name 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 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?
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 us the parties and their addresses to all sales contracts, servicing agreements, assignments, Allonge, transfers, indemnification agreements, recourse agreements and any agreements related to this account from its inception to the current aforementioned written date.
16. Please provide me with copies of all sales contracts, servicing agreements, assignments, Allonge, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current aforementioned written date.
17. How much was paid for this individual mortgage account by you?
18. If part of the 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 the principal balance used above 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 us copies with the front and back of cancelled checks.
22. Did any investor approve the foreclosure of my 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 on my property.

**Please remember to include the appropriate power of attorney and certification with your response and the records.**

As the purported Servicer or holder, you have assumed all rights and responsibilities of the assignor and you are required by law to provide me with the records requested. If

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 the control or custody of these records is maintained by your assignor, you must forward this request to each and every assignor and obtain the missing records from each to be forwarded onto us.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to the FTC, HUD, Thrift Supervision, the Consumer Financial Protection Bureau, the Security Exchange Commission and the Internal Revenue Service.

Federal law mandates that the lender answer this RESPA REQUEST 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**

PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK or any agents, transfer, 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 rights, title and interests (liens) in ALEX BRIGGINS AND MICHELLE BRIGGINS or any property or collateral connected to ALEX BRIGGINS AND MICHELLE BRIGGINS or alleged loan # 0003486983 and waives 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. ALEX BRIGGINS AND MICHELLE BRIGGINS's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK may have or may have had in connection with alleged loan # 0003486983 and any property and/or real estate connected with alleged loan # 0003486983.
2. ALEX BRIGGINS AND MICHELLE BRIGGINS's right to have any certificated or un-certificated security re-registered in ALEX BRIGGINS AND MICHELLE BRIGGINS'S, and only ALEX BRIGGINS AND MICHELLE BRIGGINS's name.
3. ALEX BRIGGINS AND MICHELLE BRIGGINS's right of collection via PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's liability insurance and/or bond.
4. ALEX BRIGGINS AND MICHELLE BRIGGINS's entitlement in filing and executing any instruments as power of attorney for and by PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financial Statement with the Secretary of State in the State where PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK is located.
5. ALEX BRIGGINS AND MICHELLE BRIGGINS's right to damages because of PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's wrongful registration, breach of Intermediary responsibility with regard to ALEX BRIGGINS AND MICHELLE BRIGGINS's asset BY PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's issuing to HOMEOWNER a certified check for the original value of ALEX BRIGGINS AND MICHELLE BRIGGINS's monetary instrument.

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6. ALEX BRIGGINS AND MICHELLE BRIGGINS's right to have alleged loan # 0003486983 completely set off because of PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's wrongful registration, breach of intermediary responsibility with regard to ALEX BRIGGINS AND MICHELLE BRIGGINS's monetary instrument/asset by PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's sending a confirmation of set off of wrongful liability of ALEX BRIGGINS AND MICHELLE BRIGGINS and issuing a certified check for the difference between the original value of ALEX BRIGGINS AND MICHELLE BRIGGINS's monetary instrument/asset and what ALEX BRIGGINS AND MICHELLE BRIGGINS mistakenly sent to PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's as payment for such wrongful liability.

PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's or any transfer, 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 statues and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's in accordance with PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's Articles of Incorporation, By Laws duly signed by a currant and 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 sixty days.

When no verified rebuttal of this RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's 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 PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK fails by not rebutting to any part of this RESPA REQUEST" PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK agrees with the granting unto ALEX BRIGGINS AND MICHELLE BRIGGINS's unlimited **Power of Attorney** and any and all full authorization in signing or endorsing PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK's name upon any instruments 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. The consent and agreement with this Power of Attorney by PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK waives any and all claims of ALEX BRIGGINS AND MICHELLE BRIGGINS's, and/or defenses and remains in effect until satisfaction of all obligation(s) by PNC MORTGAGE/PNC BANK NA/NATIONAL CITY BANK has been satisfied.

Be further advised that if you fail or refuse these answers and/or records as required by law, ALEX BRIGGINS AND MICHELLE BRIGGINS will institute civil action against you for the purpose of compelling production of these records under court order.

You may respond within twenty (20) days and produce these records within (60) days following your response. If you fail to produce these records you will be in default, please govern yourself accordingly.

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Kind Regards,

  
Signature

  
Signature

Property of Cook County Clerk's Office



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Cc: SEC Office of the Whistleblower  
100 F Street NE  
Mail Stop 5971  
Washington, DC 20549

Federal Trade Commission  
Mortgage Fraud Division  
600 Pennsylvania Avenue NW  
Washington, DC. 20580

Government National  
Mortgage Assoc.  
451 Seventh Street SW  
Washington, DC 20410

Consumer Financial Protection Bureau  
Mortgage Fraud Division  
P.O. Box 4503  
Iowa City, IA 52244

Illinois Department of Financial  
Professional Regulation  
Manuel Flores, Director  
100 West Randolph, 9th Floor  
Chicago, IL 60601

Suzanne Le Mignot  
CBS 2 Broadcast Center  
22 West Washington St.  
City State Zip\

George J. Vournazos  
Cook County Sheriff  
Assistant General Counsel  
50 W. Washington  
Chicago, Illinois 60602

NAACP Chicago  
Far South Suburban  
David L. Lowery, Jr., President  
P.O. Box 484  
Homewood, IL 60430

United State Attorney General  
Securities Fraud Division  
950 Pennsylvania Avenue NW  
Washington, DC 20530

Internal Revenue Service  
Whistleblower Office  
SE: WO  
1111 Constitution Ave., NW  
Washington, DC 20224

Supreme Court Mortgage  
Foreclosure Committee  
c/o Administrative Office of  
the Illinois Court  
3101 Old Jacksonville Rd  
Springfield, IL 62704