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Doc#: 1319819048 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/17/2013 11:00 AM Pg: 1 of 6

Prepared by:  
When recorded mail to:  
The Law Offices of Ira T. Nevel, LLC  
175 N. Franklin, Ste 201  
Chicago, IL 60606  
P: 312.357.1125

State of: **IL**  
Town/County: **Cook**  
PIN No. **19-35-319-052**

## RELEASE OF MORTGAGE AND AFFIDAVIT OF LOST OR MISPLACED ASSIGNMENT

The undersigned, **CITIMORTGAGE INC., SUCCESSOR IN INTEREST TO ROSE MORTGAGE CORPORATION, SUCCESSOR IN INTEREST TO TAMAYO FINANCIAL SERVICES, INC., AND HOLDER OF ENDORSED PROMISSORY NOTE (attached hereto)**, current holder and owner of the indebtedness secured by that certain mortgage described below, does hereby release and reconvey to the persons legally entitled thereto, all of its right, title, and interest in and to the real estate described in said mortgage, forever satisfying, releasing, cancelling, and discharging the lien from said Mortgage.

**LOT 44 (EXCEPT THE WEST 20.5 FEET THEREOF), LOT 45 AND THE WEST 0.5 FEET OF LOT 46 IN BLOCK 8 IN CLARK AND MARSTON'S SECOND ADDITION TO CLARKDALE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Property Address: **3604 West 85<sup>th</sup> Street, Chicago, IL 60652**

Recorded on: **September 30, 2004** at Page: \_\_\_\_\_

Instrument No: **0427447195** Parcel ID No: **19-35-319-052**

Of the record of Mortgages for: **Cook** County, in Illinois, and more particularly described on said mortgage referred to herein.

Borrower: **Guadalupe Garcia and Reginalda Garcia.**

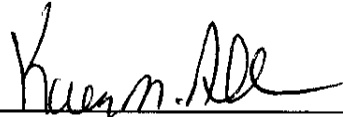
CitiMortgage, Inc., by its authorized agent being first duly sworn, deposes and affirms below, attests, certifies and verifies that it is the holder of the endorsed note and/or note allonge and successor in interest to the original Mortgagee, which has been satisfied, and for which

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assignment has either been lost, or for which no written assignment of mortgage exists. As the holder of the endorsed Promissory Note (attached hereto), CitiMortgage, Inc. has authority to release the aforesaid Mortgage.

IN WITNESS WHEREOF, the undersigned, substantiates and duly sworn, has caused these presents to be executed on **July 15, 2013**.

**CITIMORTGAGE INC., SUCCESSOR IN INTEREST TO ROSE MORTGAGE CORPORATION, SUCCESSOR IN INTEREST TO TAMAYO FINANCIAL SERVICES, INC., AND HOLDER OF ENDORSED PROMISSORY NOTE,**

By:   
Name: KAREN M. ALLEN  
Title: VICE PRESIDENT


State of: MARYLAND

County of: WASHINGTON

On this July 15, 2013, before me, the undersigned, a Notary Public in said State, personally appeared Karen M. Allen personally known to me (or proved to me on the basis of satisfactory evidence) as being first duly sworn under oath the person who executed the within instrument as Vice President and respectively, on behalf of **CITIMORTGAGE INC., SUCCESSOR IN INTEREST TO ROSE MORTGAGE CORPORATION, SUCCESSOR IN INTEREST TO TAMAYO FINANCIAL SERVICES, INC., AND HOLDER OF ENDORSED PROMISSORY NOTE** and affirmed and acknowledged to me that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS My hand and official seal.

Jessica L. Schroyer  
Notary Public  
Washington Co., MD

  
Notary Public  
Jessica L. Schroyer  
Commission Expires: 02/22/2017

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NOTE

GARCIA  
LOAN #: 5744-608007Garcia 12/13  
2-2328017SEPTEMBER 17, 2004  
[Date]OAK FOREST  
[City]ILLINOIS  
[State]3604 WEST 85TH STREET, CHICAGO, IL 60652  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 160,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **TAMAYO FINANCIAL SERVICES INC.**

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 5.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on NOVEMBER 1, 2004. 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 will be applied to interest before Principal. If, on OCTOBER 1, 2034, 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 5744 SOUTH PULASKI ROAD, CHICAGO, IL 60629 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 911.30

**4. 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. 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.

GG  
R.G

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5744-608007

**6. 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 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 principal and interest. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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:

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.

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5744-608007

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.

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

Guadalupe Garcia 9-17-04  
BORROWER - GUADALUPE GARCIA - DATE -

Reginalda Garcia 9-17-04  
BORROWER - REGINALDA GARCIA - DATE -

PAY TO THE ORDER OF  
Citi Mortgage Inc.  
WITHOUT RECOURSE  
ANDREA FRACEK  
AVP POST CLOSING  
ROSE MORTGAGE CORP.  


Without Recourse  
Pay to the order of  
Citi Mortgage Inc.  
AVP Post Closing  
Rose Mortgage Corp.  
Andrea Fracek  
[Signature]

[Sign Original Only]

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## ALLONGE TO MORTGAGE NOTE

Date: September 22, 2004

Loan Number : 5744-608007 Loan Amount : \$160,500.00

Mortgagor : GUADALUPE & REGINALDA GARCIA

Property Address : 3604 WEST 85TH STREET

CHICAGO IL 60652

Allonge to one certain Mortgage Note dated, September 17, 2004, in favor of **Tamayo Financial Services, Inc.**

Pay to the order of Rose Mortgage, its successors and/or assigns without recourse in any event.

Seller: **Tamayo Financial Services**

By :   
Authorized Officer  
Daniel Perna/ Bank Operations Manager

Property of Cook County Clerk's Office