

Loan Number: 0042732750
Borrower Name: JULIA REDMOND AND FIESTA KAY

AFFIDAVIT OF MISSING OR INCOMPLETE ASSIGNMENT

STATE OF LOUISIANA §
§
PARISH OF OUACHITA §

I, LYNEISA MORAN the undersigned, being duly sworn, state as follows:

1. I am a/an Vice President of JPMorgan Chase Bank, National Association ("Chase"). Chase is the servicer of the loan described herein and has in its possession the collateral documents described below. I make this affidavit based upon my review of Chase's records concerning the loan described below and publicly available information.
2. A Note (A credit agreement, dated **January 15, 2003**, in the original principal amount of **\$100,000.00**, a copy of which is attached, was secured by a security instrument in favor of **AMERIQUEST MORTGAGE COMPANY**, executed by **JULIA REDMOND AND FIESTA KAY** and recorded in the land records of **CHICAGO Town/City** and **COOK County/Parish**, State of **Illinois** in Book **N/A** at Page **N/A** and/or as record/instrument number **0030477817** (the "Security Instrument"). The loan has subsequently been transferred.
3. Chase has in its possession the original collateral file for the loan in a secure vault facility in Monroe, Louisiana. I have conducted a diligent search concerning this loan, including reviewing the Note and Security Instrument, Chase's business records of the contents of the collateral file, a title report and, to the extent available, information from **COOK Town/City/County/Parish** concerning this loan.
4. Attached hereto as Attachment 2 is a list of all documents of record relating to this Security Instrument that I have identified based on this review.
5. Based on the diligent search described above, it appears there is a gap in the chain of assignments of the Security Instrument between **AMERIQUEST MORTGAGE COMPANY** and **JPMorgan Chase Bank, National Association**. One or more assignments may be missing within this gap. I have concluded that such assignment(s) either were never completed or, if completed, were never recorded. After a good faith attempt, I have concluded such assignment(s) cannot now be obtained.

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Loan Number: 0042732750

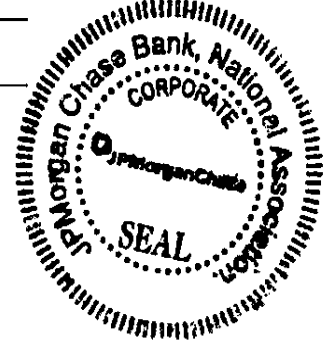
Borrower Name: JULIA REDMOND AND FIESTA KAY

JPMorgan Chase Bank, National Association

By: *Lyneisa Moran* Date: 8/25/14

Name: LYNEISA MORAN

Title: Vice President



Subscribed and sworn to before me this 25 day of August, 2014, by LYNEISA MORAN

Eva Reese
Eva Reese, Notary Public

State of Louisiana

Commission expires: Lifetime

Personally Known

OR Produced Identification N/A

Type of Identification Produced: N/A

EVA REESE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 17070

TO BE COMPLETED, IN ADDITION TO JURAT (ABOVE), IF EXECUTING OUTSIDE OF NEW YORK STATE

STATE OF LOUISIANA §

PARISH OF OUACHITA §

On the 25 day of August in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared LYNEISA MORAN, personally known to me or proved to me on

the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in Ouachita Parish, Louisiana.

Personally Known OR
Produced Identification N/A
Type of Identification Produced: N/A

Eva Reese
Eva Reese

Notary Public

EVA REESE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 17070

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Loan Number: 0042732750

Borrower Name: JULIA REDMOND AND FIESTA KAY

Attachment 1

(Copy of Note/Credit Agreement)

Loan Number: 0042732750 - 5538

ADJUSTABLE RATE NOTE (LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY. THIS LOAN HAS A PREPAYMENT PENALTY PROVISION.

January 15, 2005
(Date)Orange
(City)CA
(State)11023 South Morgan St, CHICAGO, IL 60643
(Property Address)

1. BORROWER'S PROMISE TO PAY

In connection with a loan that I have received, I promise to pay U.S. \$ 100,000.00 (this amount is called "principal"), plus interest, to the order of the Lender, The Lender is Ameriquest Mortgage Company.

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 7.250%. This interest rate will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments as follows:

I will make my monthly payments on the first day of each month beginning on March 1, 2005. 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. My monthly payments will be applied to interest before principal. If, on February 1, 2005, I will 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 payments at: 595 City Parkway West, Suite 790 Orange, CA 92668

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 733.07. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February, 2005, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and one-half percentage point(s) (6.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(B) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

WE HEREBY CERTIFY THIS
TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL
BY: _____
AMERIQUEST MORTGAGE COMPANY
DATE: FEBRUARY 11, 2005 AM

20050211 10:11

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Loan Number: 0042732750

Borrower Name: JULIA REDMOND AND FIESTA KAY

Loan Number: 0042732750 - JS30

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 3.999% or less than 7.999%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding 30 months. My interest rate will never be greater than 13.999% or less than 7.999%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) PREPAYMENT PRIVILEGE

I may prepay all or a portion of the principal balance of this Note in accordance with the terms of this Section. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note in accordance with this Section.

(1) Prepayment Made Three (3) Year(s) After the Date of this Note

If I make a prepayment commencing on or after the Three (3) year anniversary of the date of this Note, I may make that prepayment, in full or in part, without the imposition of a prepayment charge by the Lender.

(2) Prepayment Made Within Three (3) Year(s) of the Date of this Note

If I am to pay Lender a prepayment charge if I make a prepayment before the Three (3) year anniversary of the date of this Note, whether voluntarily or involuntarily, and the aggregate amount of the prepayment I am currently making plus all prepayments made during the immediately preceding 12-month period, exceeds twenty percent (20%) of the original principal balance of this Note, the amount of the prepayment charge will equal six (6) months' interest, at the rate then in effect on this Note, based upon the aggregate amount of (i) the principal balance prepaid on this Note during the 12-month period; plus (ii) the principal balance prepaid as a result of current prepayment.

(C) Application of Funds

I agree that when I indicate in writing that I am making a voluntary prepayment, the Lender shall apply funds I receive first to pay any prepayment charges and next in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(D) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and the Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits shall 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 the principal, the reduction will be treated as a partial prepayment.

7. 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 fifteen (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 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but my grace 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. The date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time which 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 expense in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

WE HEREBY CERTIFY THIS
TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL
BY: _____
AMERICAN MORTGAGE COMPANY

20140407v3.004

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©20140407 11:56:08 AM

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Loan Number: 0042732750

Borrower Name: JULIA REDMOND AND FIESTA KAY

Loan Number: 0042732750 - 0030

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by first class mail to one of the Property Addresses 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 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 notice of that different address.

9. 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.

10. 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.

11. 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 as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That the Security Instrument describes how and under what conditions I may be required to make immediate payment to full of all amounts I owe under this Note. Some of these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the debt is a benefit of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to all of the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days after the date the notice is delivered or mailed within which the 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.

12. GOVERNING LAW PROVISION

This Note and the related Security Instrument are governed by the Alternative Mortgage Transactions on Personally Owned Property Act of 1982, 12 USC §3862 et. seq., and, to the extent not inconsistent therewith, Federal and State law applicable to the jurisdiction of the Property.

Oral agreements, promises or commitments to lend money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend, modify, renew or waive such debt, are not enforceable. The written agreement contains all the terms the Borrower(s) and the Lender have agreed to. Any subsequent agreement between us regarding this Note or the instrument which secures this Note, must be in a signed writing to be legally enforceable.

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

JULIA REDMOND (Seal)
BORROWER JULIA Redmond

BORROWER

BORROWER

BORROWER

Not a Public Act

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WE HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL
BY: _____
AMERADVEST MORTGAGE COMPANY

UNOFFICIAL COPY

Loan Number: 0042732750

Borrower Name: JULIA REDMOND AND FIESTA KAY

Attachment 2

After a review of Chase's records and a title report and information from Cook County, IL, if any, I have not identified any assignments of the Security Instrument.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan Number: 0042732750

Borrower Name: JULIA REDMOND AND FIESTA KAY

Attachment 3

THE SOUTH 5 FEET OF LOT 271 TOGETHER WITH ALL OF LOT 272 IN SHELDON HEIGHTS NORTHWEST THIRD ADDITION, BEING A SUBDIVISION OF THE WEST 578 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, (EXCEPT THE SOUTH 174 FEET THEREOF) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 25-17-420-056-0000