

# UNOFFICIAL COPY



Doc#: 1430148064 Fee: \$52.00  
RHSP Fee: \$9.00 HPHF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/28/2014 11:47 AM Pg: 1 of 8

Prepared By:

Thomas William  
205 East Butterfield  
Elmhurst IL 60126  
630-847-0022

## AFFIDAVIT OF BAILMENT

TAWIPN00010 - BL

**Bailee:** LARRY BLAKE LITTON- Chief Financial Officer  
LITTON LOAN SERVICING LP.  
4828 LOOP CENTRAL DRIVE SUITE 104  
HOUSTON, TX ,77081

**Bailor:** Thomas-Arthur: Williams, Authorized Representative  
C/o 3114 WILCOX AVENUE  
BELLWOOD, IL [60104]

**Date:** AUGUST 28, 2014

**Re:** PAYOFF AND SETTLEMENT FOR ACCOUNT # 7091395041/ 15-16-205-056-0000

### Legal Description:

LOT 7 (EXCEPT THE EAST 16 FEET THEROF ) ALL OF KOT 8 AND THE EAST 8 FEET OF LOT 9  
BLOCK 6 IN SUBDIVISION OFF THE NORTHWEST ¼ OF THR NORTHEAST ¼ OF SECTION 16,  
TOWNSHIP 39 NORTH ,RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN , IN COOK  
COUNTY, ILLINOIS

**.P.I.N. #** 15-16-205-056-0000  
**C.K.A.** 3114 WILCOX, Avenue, BELLWOOD., Illinois 60104

**Enclosure:** (1) Request Regarding Statement of Account, Dated AUGUST 28, 2014

**Attention:** LARRY BLAKE LITTON dba Larry Blake Litton - CFO

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## **Bailment**

The enclosed promissory note TAWIPN00010 hereinafter "Instrument" for the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) is delivered to the Bailee to be used to set-off and settle all, debts on account number **15-16-205-056-0000**, collectively known hereinafter as "**Accounts**", and to transfer ownership and title of said account to Thomas Arthur Williams.

## **Fiduciary Appointment and Authorization**

I hereby nominate and appoint the Bailee, Eric Smith, as my fiduciary and Nominee (for IRS matters), and grant and invest the full authority to faithfully execute the setoff, settlement, and closing of Accounts, to faithfully execute all the duties set forth herein with the authorities granted herein for the setoff, settlement, closure, and discharge of all claims, charges, and debts owing are done so in the best interest of the United States Treasury.

## **Authority of Bailee**

The Bailee is hereby vested with the following authorities:

1. To delegate or sub-delegate any of the authorities granted herein to any third party of your choosing, provided that any such delegation or sub-delegation is made in writing.
2. To negotiate, endorse and ledger the Instruments, enclosed herewith, to settle, discharge, and close the account.
3. to use the accounting and routing numbers and/or bond numbers provided on the Instruments to settle and close the account
4. To release all collateral and/or assets remaining after settling and closing of the Account to the Bailor.
5. To ledger the appropriate IRS 1099 "Information Returns" and other IRS forms for THOMAS ARTHUR WILLIAMS TRUST as may be necessary to fulfill the obligations arising out of this agreement.

## **Orders and Instructions**

As Fiduciary you are instructed and directed to perform the following duties within ten (10) business days of the acceptance of this contract.

1. The Bailee is directed to negotiate, endorse, and/or ledger the Instruments to setoff, settle, to the effect of discharging debts, obligations, or liabilities associated with the Account; and
2. The Bailee is directed to release any and all funds and/or assets remaining after the setoff, settlement and closure of the Account to the Bailor.
3. The Bailee is directed to immediately release the collateral upon receipt of the Instrument, whereas the failure to do so shall incur the liability for the Bailee
4. The Bailee is directed to provide an accounting for all funds handled and all acts performed as fiduciary, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

## **Indemnification**

The Bailor agrees to indemnify the performance of the Bailee for actions executed in good faith and in accordance with the intent and purpose of this Bailment.

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## Compensation

The Bailee shall be entitled to reasonable compensation up to the sum of 10% for any services provided as my fiduciary, billable to the note. The Fiduciary shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Bailment.

## Acceptance and Refusal

By accepting the Instrument and remaining silent, which is the effect of not responding by affidavit, the Bailee authenticates this contract. which shall be deemed accepted by the Bailee if a refusal to the appointment, authorities, and duties is not received by the Bailor within ten (10) business days of the postmarked acceptance of the Instrument (Registered Mail no. **RE 904 641 649 US**). Should the fiduciary/Bailee refuse to accept the appointments and obligations of the contract, then by sworn affidavit the Bailee must express the cause for which the Bailee believes he is not obligated, or otherwise does not have the capacity, authority, and duty to perform in accordance with the terms of this bailment.

## Liability of the Bailee

The Bailee waives all rights, defenses, and immunities, under this Bailment. Should the Bailee fail to perform the duties, herein agreed to, or should the Bailee breach the terms of the contract, then it shall comprise the Bailee's acceptance to liability as follows:

1. In the event of a default caused by the Bailee's performance or lack thereof, the Bailee agrees to pay the losses and damages suffered by the Bailor.
2. In the event of a default caused by the Bailee's performance or lack thereof, the Bailee agrees to be held commercially liable on the instruments for up to ten (10) times the face value of the Instruments.
3. In the event of a default caused by the Bailee's performance or lack thereof, the Bailee agrees to being named a lien debtor in UCC-1 commercial lien for the amount in default.
4. In the event of a default the Bailee accepts that the issuer of the bond shall file a suspicious activity report with the IRS and the United States Treasury reporting your failure to ledger or misappropriation of the funding and breach of administrative and fiduciary obligations.
5. In the event of a default the Bailee accepts of full/unlimited commercial liability on instrument TAWIPN00010
6. Acceptance that your real property, personal property, fixtures, and accounts shall be collateral for any liens or levies executed by the Bailor for the Bailee's breach of this Contract.

## Surety

The Bailor accepts for collateral interest, all professional licenses, commercial bonds, insurance, assurance, as well as the real and moveable property and bank and savings accounts of the Bailee for value (equal consideration) to insure the fulfillment of the obligations arising from your receipt of this contract and instrument TAWIPN00010.

## Collateral

The receipt of the instrument TAWIPN00010 secures an interest in the following collateral account **P.I.N. 15-16-205-056-0000 / 3114 WILCOX Avenue, BELLWOOD, Illinois 60104**

## Default

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Failing to transfer the title and record all necessary documentation with the Cook County Recorder of Deeds Office, associated with P.I.N. 15-16-205-056-0000, to THOMAS ARTHUR WILLIAMS within 72 hours, and/or failing to correct or confirm the attached Request Regarding the Statement of Account with fourteen (14) days, and/or failing to release the collateral within thirty (30) days, constitutes a fault under the terms of the Bailment. Upon the existence of a fault, the principal by third party witness, shall issue a notice of fault and offer the Bailor ten (10) days to correct such fault or appeal to the principal for just cause. The failure to respond to any notice of fault shall constitute a Default.

## **Conveyance of Power of Attorney.**

The failure to perform by the terms of this Bailment resulting in a Default, constitutes Bailee's acceptance and approval of the granting and conveying of a Specific Power of Attorney to the Bailor to perform the duties of the Bailee as relates to settling and closing this account and releasing all collateral to the secured party. This power-of-attorney right, as secured by this contract, includes the authority to sign all forms or letters for the purpose of releasing the collateral, on behalf of, and in the capacity of the Bailee, By Direction, as Attorney-in-Fact, or as Authorized Agent.

## **Liquidation of Collateral.**

In the event of default the Bailor shall have full power to privately or publicly sell, lease, lien, transfer, or otherwise deal with the collateral or proceeds or products therefrom, in his own name or in the name of Bailee. All expenses related to the liquidation of collateral shall become a part of Bailee's indebtedness. The Bailor, at his discretion, may transfer part or all of the collateral to his own name or to the name of his nominee.

## **Rights and Remedies.**

The Bailor shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as it has been adopted in the State of Illinois where part or all of the collateral is located or presumed to be located, including but not limited to the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to Secured Party Creditor may be exercised singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of Secured Party Creditor.

## **Delivery against payment.**

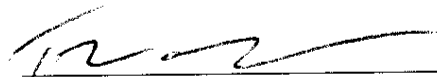
Upon receipt of Instrument note # TAWIPN00010 the Bailee, within forty-eight (48) hours, relinquish and discharge all claims in the referenced account, as well as deliver to the secured party all records, chattels, bills, and proceeds by mailing said instruments to THOMAS ARTHUR WILLIAMS© [TRUST] c/o 3114 WILCOX AVENUE , BELLWOOD, Illinois [60104]

## **Governing Law and Severability**

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Private International Law shall govern and enforce this Contract. Should applicable laws deem any part or portion of this Contract as invalid or unenforceable, the remaining provisions shall not be affected, and shall be enforced to as great an extent as possible.

**IN WITNESS WHEREOF** I hereunto set my hand and seal on this 28<sup>TH</sup> day of AUGUST, 2014 and hereby certify all the statements made above are true, correct and complete.

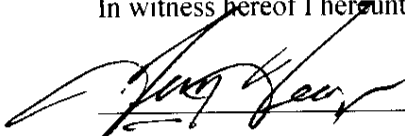
  
By: THOMAS-ARTHUR: WILLIAMS  
Secured Party

### ACKNOWLEDGEMENT

Illinois State            }           for verification purposes only  
                                  } ss.  
Cook County            }

On this 28<sup>th</sup> day of Aug, 2014, before me, the undersigned officer, personally appeared Thomas Arthur Williams, who satisfactorily proven to me to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same, for the purposes therein contained.

In witness hereof I hereunto set my hand and official seal

 Oct 22, 2016  
Notary Public  
Commission Expiration



**Bailee:** LARRY BLAKE LITTON - CFO  
LITTON LOAN SERVICING LP.  
4828 LOOP CENTRAL DRIVE SUITE 104  
HOUSTON, TX 77081

**Bailor:** Thomas Arthur Williams,  
C/o 3114 Wilcox Ave  
BELLWOOD, IL [60104]

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## REQUEST REGARDING A STATEMENT OF ACCOUNT

This is a record authenticated by Thomas Arthur Williams, by accommodation, requesting that the recipient approve or correct this statement. Recipient has fourteen (14) days to comply with this request and provide an authenticated record.

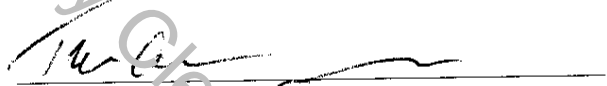
### STATEMENT OF ACCOUNT

**Date:** AUGUST 28,2014  
**Creditor(s)** Thomas Arthur Williams  
**Debtor:** LITTON LOAN SERVICING LP.  
**Accounts:** 7091395041 P.I.N. 15-16-205-056-0000

**Collateral:** 15-16-205-056-0000, / 3114 Wilcox Avenue, , Bellwood ,ILLINOIS 60104

Payoff amount as of November 2, 2006	\$350,000.00
Daily Interest (\$0.00)	\$ 127.09
Total Daily Interest: (x 2580 days)	\$327,892.20
Second Mortgage	\$ 20,000.00
Credits (Note tendered for AUG.28, 2014)	\$350,000.00
Escrow:	\$ 2,107.80

Escrow shall cover compensation for reasonable expenses incurred by the Creditors, Agents and Fiduciary, for carrying out the provisions of settling the account. I declare under penalty of perjury that the information above is true and correct.

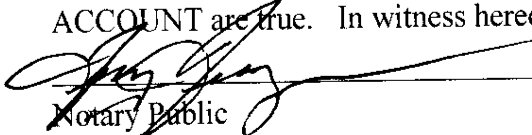


Thomas-Arthur. Williams , Administrator  
By: Accommodation for  
THOMAS ARTHUR WILLIAMS:© TRUST

### AFFIRMATION

Illinois State )  
Cook County )

I hereby certify that on the 28<sup>th</sup> day of AUGUST, 2014, before me, the subscriber, a notary public of the State of Illinois, in Cook County, personally appeared Thomas Arthur Williams and made affirmation in due form of law that the matters and facts set forth in the STATEMENT OF ACCOUNT are true. In witness hereof I hereunto set my hand and official seal

  
\_\_\_\_\_  
Notary Public  
Commission Expiration



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## UCC FINANCING STATEMENT



NAME & PHONE OF CONTACT  
 THOMAS ARTHUR WILLIAMS THOMAS ARTHUR WILLIAMS  
 THOMAS ARTHUR WILLIAMS  
 TTWINVESTMENT@YAHOO.COM  
 6302154087

SEND ACKNOWLEDGMENT TO:  
 THOMAS ARTHUR WILLIAMS THOMAS ARTHUR WILLIAMS  
 THOMAS ARTHUR WILLIAMS  
 TTWINVESTMENT@YAHOO.COM

Filing # - 140012301613  
 Filed - 9/20/2014 8:02:25 PM  
 Wisconsin Department of Financial Institutions

**Debtor's Exact (Full) Legal Name**

Organization's Name

<b>OR</b> Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)	Suffix
THOMAS ARTHUR WILLIAMS	Thomas ARTHUR WILLIAMS		
Mailing Address	City	State	Postal Code
205 EAST BUTTERFIELD ROAD SUITE 101	ELMHUSRT	IL	60126
			Country
			UNITED STATES

**Secured Party's Name (or name of Total Assignee or Assignor S/P)**

Organization's Name

<b>OR</b> Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)	Suffix
THOMAS ARTHUR WILLIAMS	Thomas ARTHUR WILLIAMS		
Mailing Address	City	State	Postal Code
205 EAST BUTTERFIELD ROAD SUITE 101	ELMHUSRT	IL	60126
			Country
			UNITED STATES

**This financing statement covers the following collateral:**

1.PRIVATE BONDED PROMISSORY NOTE #TAWIP0008,0009,00010,2USPS REGISTERED#RR275601208US,RR275601199US,RE904641049US 1.LETTER OF ADVICE ISSUED BY THOMAS ARTHUR WILLIAMS AND DATED AUGUST 28,2014,INRTERNAL PROMISSORY NOTE IPN0008,0009,00010,ISSUED BY THOMAS ARTHUR WILLIAMS ,UCC-3 AMENDMENT ASSIGMENT ,AFFIDAVIT OF BAILMENT ,STATEMENT OFF ACCOUNTS ISSUED TO THE US BANK NATIONAL ASSOCIATION, LITTON LOANS ,OCWEN LOANS,AND IRS FORM 8281,1099A,1099B,1099C,1099OID ,1040-V PAYMENT VOUCHER ISSUED BY THOMAS ARTHUR WILLIAMS FOR REALESTATE PIN 15-16-205-056-0000 3114 WILCOX BELLWOOD ILL

**Alternative Designation:**

Bailee/Bailor

**Financing Statement Relates To:**

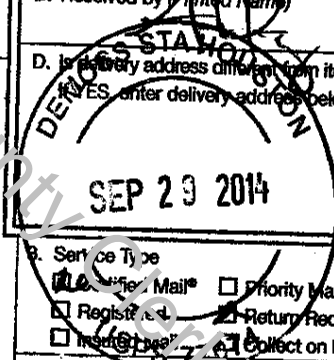
Agricultural Lien

**Optional Filer Reference Data:**

Not filled in.

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Litton Leans Secum</i>  <i>Att Henry Litton</i>  <i>4828 Loop Central Drive</i>  <i>Houston, TX 77061</i></p>	<div style="text-align: center;">  </div> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Registered Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail™ <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p style="font-size: 1.2em; text-align: center;">7011 1150 0000 3415 0827</p>
<p>PS Form 3811, July 2013 <span style="float: right;">Domestic Return Receipt</span></p>	

Property of [unclear]

Post Office