

UNOFFICIAL COPY

Doc#: 1628850031 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2016 09:02 AM Pg: 1 of 9

Loan Number: 0633716147

Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

After recording please mail to:
PEIRSONPATTERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505

STATE OF LOUISIANA §
§
PARISH OF OUACHITA §

AFFIDAVIT OF MISSING OR INCOMPLETE ASSIGNMENT

I, Leisha C Merrell the undersigned, being duly sworn, state as follows:

1. I am a/an Vice President of JPMorgan Chase Bank, National Association ("Chase"). Chase was the servicer of the loan described herein prior to April 16, 2016. I make this affidavit based upon my review of Chase's records concerning the loan described below and publicly available information.
2. A Note dated May 31, 2005, in the original principal amount of \$252,750.00, a copy of which is attached, was secured by a security instrument in favor of TAMAYO FINANCIAL SERVICES, INC., executed by NESTOR NAVARRETE AND JUANA NAVARRETE and recorded in the land records of COOK County, State of Illinois in/as instrument number 0515905194 (the "Security Instrument"). The loan was subsequently transferred.

Property Address: 1011 NORTH 20TH AVENUE, MELROSE PARK, IL 60160

Permanent Index Number: 15-03-337-004-0000
3. I have conducted a diligent search concerning this loan, including reviewing a copy of the Note and/or Security Instrument, Chase's business records of the contents of the collateral file and the County land records concerning this loan.
4. Attached hereto as Attachment 1 is a list of all assignments of record relating to this Security Instrument that I have identified based on this review. The legal description is attached as Attachment 2.
5. Based on the diligent search described above, it appears there is a gap in the chain of assignments of the Security Instrument between ROSE MTG CORP. 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: 0633716147

Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

JPMorgan Chase Bank, National Association

By: Leisha C Merrell

Date: 8-31-2016

Name: Leisha C Merrell

Title: Vice President

Subscribed and sworn to before me
this 31 day of August, 2016, by
Leisha C Merrell

Katrina Marie Johnson, Notary Public

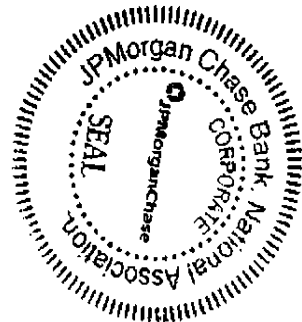
State of LOUISIANA

Commission expires: lifetime

Personally Known

OR Produced Identification

Type of Identification Produced: _____



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Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

Attachment 1

An Assignment from TAMAYO FINANCIAL SERVICES, INC. to ROSE MORTGAGE CORP. recorded on 09/06/2005 as Instrument number 0524905122.

Property of Cook County Clerk's Office

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Attachment 2

(Legal Description)

LOT 5 AND LOT 6 IN BLOCK 110 IN MELROSE, A SUBDIVISION OF LOTS 3 AND 4 AND 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 3, ALL IN SECTION 10, LYING NORTH OF THE CHICAGO NORTH-WESTERN RAILROAD, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 15-03-337-004-0000

CKA: 1011 NORTH 20TH AVENUE, MELROSE PARK, ILLINOIS 60610

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Loan Number: 0633716147

Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

Attachment 3

(Copy of Note)

NOTE

NAVARRETE
LOAN #: 3833-023567AUG 31, 2005
[Date]CHICAGO
[City]ILLINOIS
[State]1011 NORTH 10TH AVENUE, MELROSE PARK, IL 60260
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 252,750.00 (this amount is called "Principal"), plus interest, in 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 5.750 %.

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 15th day of each month beginning on AUGUST 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 1, 2025, 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 2744 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. \$ 1,774.52

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. \$ 1,774.52

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 early 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.

MULTISTATE FIXED RATE NOTE—Single Family—Fixed Monthly Rate Multiple UNIFORM INSTRUMENT
8000271
8000271.FRM 01/04/2004 (page 1 of 1 pages)

Form 3206 1/03

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3023-013967

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 other sections 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 amounts 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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3035-213507

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:

BORROWER: NESTOR NAVARRETE - DATE: 11/21/15

Property of Cook County Clerk's Office

[Sign Original Only]

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Loan Number: 0633716147

Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

ALLONGE

LOAN #: 44000 / 633716147

Owner name(s): NAVARRETE, Nestor

Property Address: 1011 NORTH 20TH AVENUE, MELROSE PARK, IL 60160

Principal Balance: \$ 250,750.00

Loan Date: 5/31/05

PAY TO THE ORDER OF
WASHINGTON MUTUAL BANK, FA

Without Recourse

Company Name: Base Mortgage Corporation

By: Andraa Fracek (Name) A.V.P. Postclosing (Title)

Pay to the order of

Without Recourse
WASHINGTON MUTUAL BANK, FA

By: Michelle Mulholland
MICHELE MULHOLLAND
VICE PRESIDENT

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Loan Number: 0633716147

Borrower Name: NESTOR NAVARRETE AND JUANA NAVARRETE

ALLONGE TO MORTGAGE NOTE

Date: June 5, 2006 Note date: May 31, 2005

Loan Number: 3833-013567/0633716147 Loan Amount: \$252,750.00

Mortgagor: Nestor Navarrete

Property Address: 1011 North 20th Avenue

Melrose Park IL 40160

Allonge to one certain Mortgage Note dated May 31, 2005 in favor of
Tamayo Financial Services, Inc.

Pay to the order of Rose Mortgage Corporation

Seller: Tamayo Financial Services, Inc.

By: 
Authorized Officer
Daniel Pema / Bank Operations Manager