### **UNOFFICIAL COPY**

STATE OF LOUISIANA

§

Doc#. 1701215117 Fee: \$90.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/12/2017 11:45 AM Pg: 1 of 7

PARISH OF OUACHITA

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HOFOUACHITA §

LOAN NUMBER: 1844645678

### AFFIDAVIT OF MISSING OR INCOMPLETE ASSIGNMENT

I, 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. P. Note dated 10/10/2006, in the original principal amount of \$447,000.00, a copy of which is attached, was secured by a security instrument in favor of ROSE MORTGAGE CORPORATION, executed by FERNANDO JACINTO, MARRIED TO MARIA DEL LOURDES JACINTO and recorded in the land records of COOK County, State of IL in Book N/A at Page N/A and/or as record/instrument number 0630057109 (the "Security Instrument."). The loan has subsequently been transferred.
- 3. Chase has in its possess on the original collateral file for the loan in a secure vault facility in Monroe, Louisiana. That e 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 so the extent available, information from the county concerning this loan.
- 4. Attached hereto as Exhibit A 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 choin of assignments of the Security Instrument between of ROSE MORTGAGECORPORATION (IL) and JPMORGAN CLASE BANK, N.A. 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.

Name: Shequita Knox

Title: Vice President

JP Morgan Chase Bank, National Association

Subscribed and sworn to before me
this 23rd day of NOV, 2012, by

BYG\_RCES\_\_\_\_\_\_, Notary Public
State of LOUISIANA
My commission expires: LIFETIME
Personally known\_\_\_\_\_\_
OR produced identification \_\_\_\_\_\_
Type of identification produced: \_\_\_\_\_\_/

Date J 1/23 2012

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

STATE OF LOUISIANA	<b>.</b>
	·§.
PARISH OF OUACHITA	<b>§</b> ∵
LOAN NUMBER: 18446450	578
this in and for said State, p knr wn to me or proved to me is (ar ) subscribed to the with his/her? eir canacity(ies), and person upon be! alf of which t	in the year 2012 before me, the undersigned, a Notary ersonally appeared Shequita Knox personally on the basis of satisfactory evidence to be the individual(s) whose name(s) in instrument and acknowledged to me that he/she/they executed same in d that by his/her/their signature(s) on the instrument, the individual(s) or the individual(s) acted, executed the instrument, and that such individual the undersigned in Ouachita Parish, Louisiana.
Personally Known V	
Produced Identification	VA C
Type of Identification Production  Wa Ruse  EVA Ruse	TON )
Notary Public	
	Co

LAA-093012v1

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#### EXHIBIT A

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 Clark's Office

LAA-093012v1

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NOTE

Loan Number: 48147

OCTOBER 10, 2006

ILLINOIS

7068 WEST DIVERSEY AVENUE, CHICAGO, ILLINOIS 60707 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have week and I promise to pay U.S. \$ 447, 000.00 called "Principal"), plus interest, to the week of the Lender. The Lender is ROSE MORTGAGE (this amount is CORPORATION, A ILLINOIS CORPORATION

I will make all payments under this Note in the for m of cash, thock or money order.

I understand that the Lender may transfer this Note In Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is alled he "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full a tor at of Principal has been paid. I will pay interest at a yearly rate of 6.500 %

The Interest rate required by this Section 2 is the rate I will pay 'or', whore and after any default described in Section G(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 Division BER 1 . I will make these payments every mouth until I have paid all of the principal and in crest and any other charges described below that I may own under this Note. Back monthly payment will be applied as Cots scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 1, 2036 amounts under this Note, I will pay those amounts in full on that date, which is called the "Manurity Dal

I will make my monthly payments at 6413 NORTH KINZUA, CHICAGO, ILLINO: S 60646

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. \$ 2,825.34

### 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 cloing 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 own under this Note. However, the Note Holder may apply my Prepayment to the accused 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 of in the amount of my monthly payment unless the Note Holder agrees in writing to those changes,

### LOAN CHARGES

If a law, which applies to this form and which sets maximum from 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 to an charge shall be reduced by the amount necessary to reduce the charge to the permitted limit;

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MULTISTATE FIXED RATE NOTE-Single Family Famile Manifroidin Man UNIFORM INSTRUMENT Form 3200 1/01

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and (6) my sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holos, may thoose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a period reduces Principal, the reduction will be treated as a partial Propayment.

#### 6. BORROVER'S FAILURE TO PAY AS REQUIRED

(A) Late Carr a for Overdue Payments

If the Note Hell or has not received the full amount of any monthly payment by the end of 1.5 calendar days after the day it i due, I will pay a late charge to the Note Holder. The amount of the plane will be 5.000% of my the loc 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 e on 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 in y is at an a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may real 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 mean:

(D) No Walver By Note Holder

Eyes if, at a time when I am in default, the Note Hude does not require use 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 2, of arribed above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing the 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 'a ro 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 deliveding? At 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 purson 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, surely 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, surely 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 Motice 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 justiment 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

MULTISTATE FIXED RATE NOTE-Single Family Famile Markfoodle Mac UNIFORM INSTRUMENT Form 3200 1/01

BocMagle Extract 000-049-1362

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the stor ises which I make in this Note. That Security Instrument describes how and under what conditions I may be required 0 make immediate payment in full of all amounts I owe under this Note. Some of those conditions are describel in Tilows:

If all of 3 part of the Property or any Interest in the Property is sold or transferred (or if Horrower is not a main if person and a beneficial interest in Borrower is sold or transferred) without Leader's prior written consent, Lender may require immediate payment in full of all sums secured by this Scounity Instrument. Hower c, i is rotion shall not be exercised by Lemier if such exercise is prohibited by

If Lender exercises this cotton. Lender shall give Horrower notice of acceleration. The notice shall provide a period of not less a an 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay r a st us secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, London may invoke any remedies permitted by this Security Instrument without further no irror demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE U.OBRSIGNED.

PERNANDO JACUNTO BOITOWET  -BOITOWET  -BOITOWET	(Scal) -Bottowor
"pojio li m	-Bor.Jw.r
-Borrower	-Bostower
PAY TO THE ORDER OF	
WITHOUT RECOURSE ANDREA FRACEK AVP POST CLOSING	
ROSE MORTGAGE CORP.	[Sign Original Only]
MULTISTATE FIXED RATE NOTE—Single Femily Femile Manufroddia Mae UNFORM INSTRUMENT Form 3200 1/01 Page 3	Docklagic@https:// socsas-istr of 3

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### **LEGAL DESCRIPTION**

The West 34 feet of Lot 32 and the East 14 feet of Lot 33 in John J. Rutherford's Third Addition to Mont Clare in the Northwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

FOR INFORMATIONAL PURPOSES ONLY:

st Di.
Coot County Clarts Office Common Address: 7008 West Diversey Avenue, Chicago, IL 60707

PIN: 13-30-129-040-0000