# **UNOFFICIAL COPY**

Doc#. 1731839080 Fee: \$98.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/14/2017 01:34 PM Pg: 1 of 9

Loan Number: 1583820422

Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

This instrument was prepared by: PEIRSONPATTERSON, L.L.P. 4400 ALPHA ROAD **DALLAS, TX 75244** 

-{Space Above This Line For Recording Data}-

# ILLINOIS RECORDING COVER SHEET WITC. WITC. COOK COUNTY CLOTH'S OFFICE

(A) FIDAVIT OF MISSING OR INCOMPLETE ASSIGNMENT)

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## **UNOFFICIAL COPY**

Loan Number: 1583820422

Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

After recording please mail to: PEIRSONPATTERSON, LLP ATTN: RECORDING DEPT. 4400 ALPHA ROAD DALLAS, TX 75244-4505

STATE OF LOUISIANA

§ §

PARISH OF QUACHITA

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# AFFIDAVIT OF MISSING OR INCOMPLETE ASSIGNMENT

I, Angelia 4. Somethe undersigned, being duly sworn, state as follows:

- I am a/an Vice President of JPMorgan (hase Bank, National Association ("Chase"). Chase was the servicer of the loan described herein prior to July 1, 2017. 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 14, 2003, in the original principal amount of \$35,100.00, a copy of which is attached, was secured by a security instrument in favor of DOLPHIN MORTGAGE CORPORATION, executed by THOMAS E. WILBURN AND FRANCES CULPEPPER and recorded in the land records of COOK County, State of Finnois index instrument number 0315047124 (the "Security Instrument"). The loan was subsequently transfer ed.

Property Address: 13739 S WALLACE AVE, RIVERDALE, IL 60827

Permanent Index Number: 25-33-328-024-0000

- 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 DOLPHIN MORTGAGE CORPORATION 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: 1583820422	
Borrower Name: THOMAS E. WILBURI	N AND FRANCES CULPEPPER
Will Bank, No.	JPMorgan Chase Bank, National Association
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	by. Ografin 1 Symbol
S O OppMorganChase S E	Date: Novombol 2, 2017
	1
SEAL SEAL	Name: Angelow To OMAN
The same	Title: Vice & Pre side nt
Borrower Name: THOMAS E. WILBURI Bank, National Ban	Title. VICE / CATOURO
Subscribed and sworn to before me	WHITE WAR TO THE WAR T
this 2nd day of November,	LOTT by
Fingelia	
Kakrina Marie Johnson (0.3375)	Notary Public Eff. 60000
State of Louisian	90375 Y
Commission expires: Infetire	
Personally Known OR Produced Identification	Notary Public
Type of Identification Produced:	- ONDER ON OUR OF THE PARTY OF
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# **UNOFFICIAL COPY**

Loan Number: 1583820422

Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

### Attachment 1

After a review of Chase's Records and the land records of COOK, Illinois, I have not identified any assignments of the Security Instrument.



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Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

### Attachment 2

(Legal Description)

STREET ADDRESS: 13739 S. WALLACE AVENUE CITY: RIVERDALE ZIP CODE: 60827 COUNTY: COOK

TAX NUMBER: 25-33-328-024-0000

THE NORTH 25 FEET OF THE SOUTH 88 FEET OF LOT 1 IN BLOCK 2 IN PACESETTER GARDL'S HARRY M. QUINN MEMORIAL SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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# **UNOFFICIAL COP**

Loan Number: 1583820422

Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

Attachment 3 (Copy of Note)

NOTE

Homewood

IL

(State)

13739 S Wallace Ava Riverdale, IL

Property Addressi

(City)

1. BORROWER'S PROMISE TO PART

In return for a loan that I have received. I promise to pay U.S. \$35,100.00 plus interest, to the order of the Lender. The Lender is Dolphin Mortgage Corporation

(this amount is called "Principal"),

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

I understand that the Lender may transfer the Nov. 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."

Interest will be charged on unpaid principal until the fall amount of Principal has been paid. I will pay interest at a yearly

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

### 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 FIFST day of each month beginning on July 1st 2003 make these payments every month until I have paid all of the principal and interest and any oner charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled drough and will be applied to interest before Principal. If, on June 1, 2033

A still owe amounts under this Note 1 vill pay those amounts in full on that date, which is called the "Maturity Date."

I will make my mouthly payments at Dolphin Mortguge Corporation, 17 W. 535 Butterfield Rd., Suite M. Onkarnok Terrace, il. 60181 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. \$ 221.86

### 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 ...y 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.

1583820422

MULTISTATE FIXED RATE NOTE-Single Family-Fannia Mae/Freddie Mac UNIFORM INSTRUMENT

-5N 10005) VMP MORTGAGE FORMS Form 3200 1/01

1001621-729

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Loan Number: 1583820422

### Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

### 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 toan 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 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.

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

(A) Late Charge for Overdue Payments

If the Note Harde has not received the full amount of any monthly payment by the end of Fifteen 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 commonthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder way 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 o p y immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date is 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 Ho der 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 clash 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 extern 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 my 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 Afferent 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 the 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 any 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 promise in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surery 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, surery or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its right-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.

-6N 10008

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Form 3200 1/01

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Loan Number: 1583820422

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Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

### 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 Martgage. Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which right result if I do not keep the promises which I make in this Note. They Security Instrument describes how and under what conditions I may be required to nade immediate payment in full of Mary and I owe under this Note. Some of those conditions are described as follows:

If Links exercises this option, Lender shall give Borrower notice of secretation. The notice shall provide a period of non-less than 30 days from the date the notice is given in accordance with Section 15 within which Borrow er must pay all souns secured by this Security Instrument. If Borrower fails to pay these same prior to the reposition of this period. Lender may invoke any remedies permitted by this Security Instrument without furth. Solice of dentand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) UP THE UNDERS	IGNED
(5 del)	Thosas E. Wilburn - Dormard
	Thomas Culpepper (See)
(Seal)	Frances Cipepper -Berrower
-Bartoner	(Seal) -Restroyeet
(Seat)	(Seal)
-honover	- P. 2445-648
	(Sign Original Only) See attached allonge
1583820422	
-5N (600K)	1 w 1 Farm 3200 1/01

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Loan Number: 1583820422

Borrower Name: THOMAS E. WILBURN AND FRANCES CULPEPPER

### ALLONGE TO MORTGAGE NOTE

Loan Number:

1583820422

Loan Amount: \$35,100.00

Mortgagor:

Thomas E. Wilburn

Property Address: 12739 S Wallace Ave Riverdele, IL 60827

Allonge to the certain Mortgage Note deted May 14, 2003, in fevor of Dolphin Mortgage Cr.,pcr.,ation and executed by Thomas E. Wilburn, Frances Culpepper.

Pay to the error of Chuse Manhattan Mortgage Corporation its successors and/or assigns without recourse  $\rho$  any event.

Seller: Dolphin Morzgage Corpr. atik n

ANDRE WINIAMS Printed/Typed Name and Title BLAIN DECUTIVE OF FICER

Pay to the Order of Without Recourse Chase Manhattan Morrage Compon flun

MARY MALONE/ASST. SECRETARY

MAIC FORM 0192 m/201