## **UNOFFICIAL COPY**

#### Prepared By:

Lawrence White 9940 Keystone Skokie, IL 60076

#### Mail to:

Lawrence White 9940 Keystone Skokie, IL 60076

1000 M



Doc# 2409609005 Fee \$88.00
ILRHSP FEE:\$1.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE DATE: 4/5/2024 11:17 AM

PAGE: 1 OF 10

# RESCISSION OF "MORTGAGE" AKA "SECURITY INSTRUMENT"

l am exercising my right to rescurd the current Mortgage loan for the property located at 9940 Keystone, Skokie IL 60035-1141. PIN #10-10-44-024-0000. Please see attached "Right to Rescind" document showing a notarized copy that was sent to the loan servicer, MERS, Flagstar Bank and Lakeview Loan on March 10<sup>th</sup> 2024. The information was also sent to Freddie Mac on April 2<sup>nd</sup> 2024 via Certified mail: 9589 0710 5270 1742 8256 75 Return receipt: 9590 9402 2299 3094 8379 30

#### Legal Description:

PARCEL 1: LOT 12 IN BLOCK 2 IN PARAMOUNT REALTY CORPORATION THE HIGHLANDS

CRAWFORD RIDGE TERMINAL SUBDIVISION OF LOT 1 (EXCEPT THE EAST 1 ROD) AND OF LOTS 3 TO 8 (EXCEPT 1 ROD ON THE EAST AND WF3T SIDES) IN BERNARD DOETSCH'S SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTON 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 7.49 FEET OF LOT 14 IN HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION THIRD ADDITION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, 10 WISHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

awrence White,

JURAT

State of Illinois )
) ss.

County of Cook

MARE AT CUSTOMER'S REQUEST

2409609005 Page: 2 of 10

## **UNOFFICIAL COPY**

Before me the undersigned, a Notary acting within and for the County of Cook and the state of Illinois on this, 314 day of APCL 2024, personally appeared and known to me – OR – proved to me on the basis of satisfactory evidence to be the Man who's name is subscribed to the within instrument to be the identical Man found living, alive, well, and without incapacities. Lawrence White, who being duly sworn, declared the above to be true, correct, and not meant to mis-lead, to the best of his firsthand knowledge, understanding, and belief, by his own free will and voluntary act and deed by placing his signature on the forgoing document, executed the within instrument.

Given under my hand and seal this 57# day of APRIL

\_\_\_\_ , 202

Lawrence White

Notary Signature:

(seal)

MICHAEL A. STALWARTIT

Notary Name:

04 05 2024

Date:

MICHAEL A STALLWORTH
Official Seal

Notary Public - State of Illinois
My Commission Expires Jun 16, 2025

2409609005 Page: 3 of 10

### **UNOFFICIAL COPY**

### RIGHT TO RESCIND

LAKEVIEW LOAN NUMBER: 441537391.

Certified Mail Number 9589 0710 5270 1201 9382 29 Return Receipt 9590 9402 8712 3310 8493 92

ROCKET MORTGAGE LOAN NUMBER: 3515977476

FLAGSTAR LOAN NUMBER: 441537391

MERS - MORTGAGE IDENTIFICATION NUMBER 100039035159774768

Date: March 11, 2024

Borrower: LAWRENCE WHITE

Property Address: 9940 keyscoar Skokie, IL 60076

Due to the fraudulent activity I will exc. c is my right to rescind the Mortgage for the following reasons:

- The first line of the promissory note reads as to lows "In return for a loan that have received, I promise to pay U.S. \$505,875.00 (this amount is called "Principal")". I have no record of receiving said oan from Rocket mortgage before, on or after November 1st 2022 in the form of a bank check, money order or wire transfer.
- The promissory note was signed by the Borrower L\W.\F\\CE WHITE on November 1st 2022 with the expectation of receiving a loan from Rocket Mortgage for the amount of 505,875.00, no Lawful consideration for the loan was provided by Rocket Mortgage.
- After examining the "Third Party Originated (TPO) Closing, Disbursement instructions" document, I found the term "Loan" used in the document to mislead. The transaction listed on the form is a Demand Draft. The Bank/Lender Rocket Mortgage facilitated an exchange between the Payor and Payee and provided no cash value or lawful consideration to the borrower LAWRENCE WHITE for the fraudulent loan. Supreme court case First National Bank of Montgomery v. Jerome Daly, Dec. 9, 1968 found that a bank loans created without lawful consideration or the bank providing nothing of value to form the loan renders the mortgage "null and void".
- I was misled and advised to enter into a Confession of Judgement agreement when I signed a deed of trust and completed a transfer of rights in the property making MERS the trustee for my newly acquired home.
- 12 CFR Part 1026; There was no Notice of the right to Rescind given to the LAWRENCE V'HITE.

The notice required by § 1026.23(b) need not be given before consummation of the transaction. The creditor may deliver the notice after the transaction is consummated, but the rescission period will not begin to run until the notice is given.

1026.23(a)(3)(i) Right of rescission; The consumer may exercise the right to rescind until midnight of the third is business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occurs last. If the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

I WISH/TO BÆSC/D THE MORTGAGE

(seal)

Lawrence White.

Certified Mail Number 9589 0710 5270 1201 9382/29 Return Receipt 9590 9402 8712 3310 8493 92

JURAT

State of Illinois

) ) ss.

County of Cook

02/10/2

MICHAEL A STALLWORTH
Official Seal
Notary Public - State of Illinois
Ay Commission Expires Jun 16, 2025

Signed and Sworn (or affirmed) before me on, \_

e on, 87

By CAWRENCE WHITE

## **UNOFFICIAL COPY**

#### **NOTARY'S CERTIFICATE OF SERVICE**

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

FLAGSTAR BANK
Attn: QWR/NOE/RFI
2B-116
5151 Corporate Drive
Troy, MI 48098-2639

hereinafter, "Recipient", the document, and sundry papers regarding Account No. 000000000 as follows:

- 1. AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT; and
- 2. RIGHT TO RESCIND
- 3. NOTARY'S CERTIFICATE OF SERVICE
- 4. EXHIBIT A; and EXHIBITA B

by Certified Mail Number 9589 0710 5270 1201 9382 29 Return Receipt 9590 9402 8712 3310 8493 92 attached by placing same in a postpaid envelope properly addressed to Recipier at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Scruce within the State of Illinois.

This instrument was acknowledged before me on 000

(date) by LOORNE WILLTE (name of person).

(seal)

signature of notary public

MICHAEL A STALLWORTH
Official Seal
Notary Public - State of Illinols
My Commission Expires Jun 16, 2025

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## UNOFFICIAL COPY

#### RIGHT TO RESCIND

LAKEVIEW LOAN NUMBER: 441537391.

Certified Mail Number 9589 0710 5270 1201 9382 12 Return Receipt 9590 9402 8712 3310 8493 85

ROCKET MORTGAGE LOAN NUMBER: 3515977476

FLAGSTAR LOAN NUMBER: 441537391

MERS - MORTGAGE IDENTIFICATION NUMBER 100039035159774768

Date: March 11, 2024

Borrower: LAWRENCE WHITE

Property Address: 9940 keyscone Skokie, IL 60076

Due to the fraudulent activity I will exc. rise my right to rescind the Mortgage for the following reasons:

- The first line of the promissory note reads as follows "In return for a loan that have received, I promise to pay U.S. \$505,875.00 (this amount is called "Principal" \". I have no record of receiving said loan from Rocket mortgage before, on or after November 1st 2022 in the form of a bank check, money order or wire transfer.
- The promissory note was signed by the Borrower L. W. F. N.CE WHITE on November 1st 2022 with the expectation of receiving a loan from Rocket Mortgage for the amount of 505,875.00, no Lawful consideration for the loan was provided by Rocket Mortgage.
- After examining the "Third Party Originated (TPO) Closing/Disbursement instructions" document, I found the term "Loan" used in the document to mislead. The transaction listed on the form is a Demand Draft. The Pank/Lender Rocket Mortgage facilitated an exchange between the Payor and Payee and provided no cash value or lawful consideration to the borrower LAWRENCE WHITE for the fraudulent loan. Supreme court case First National Bank of Montgomery v. Jerome Daly, Dec. 9, 1968 found that a bank loans created without lawful consideration or the bank providing nothing of value to form the loan renders the mortgage "null and void".
- I was misled and advised to enter into a Confession of Judgement agreement when I signed a deed of trust and completed a transfer of rights in the property making MERS the trustee for my newly acquired home.
- 12 CFR Part 1026; There was no Notice of the right to Rescind given to the LAWRENCE WHITE.

The notice required by § 1026.23(b) need not be given before consummation of the transaction. The areditor may deliver the notice after the transaction is consummated, but the rescission period will not begin to run until the notice is given.

1026.23(a)(3)(i) Right of rescission; The consumer may exercise the right to rescind until midnight of the chiral business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occur: last, if the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

WISHATO RESCID THE MORTGAGE

(seal)

awrence White,

Certified Mail Number 9589 0710 5270 1201/9382 12 Return Receipt 9590 9402 8712 3310 8493 85

JURAT

State of Illinois

) ss.

County of Cook

Signed and Sworn (or affirmed) before me on, 03 10 2029

BY LAWRENCE NIETE

MICHAEL A STALLWORTH Official Seal Notary Public - State of Illinois

My Commission Expires Jun 16, 2025

2409609005 Page: 6 of 10

## **UNOFFICIAL COPY**

#### **NOTARY'S CERTIFICATE OF SERVICE**

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

LAKEVEW LOAN SERVICING P.O. Box 619063 Dallas, TX 75261-9063

hereinafter, "Recipient", the decuments and sundry papers regarding Account No. 000000000 as follows:

- 1. AFFIDAVIT OF SPECIFIC NFCATIVE AVERMENT; and
- 2. RIGHT TO RESCIND
- 3. NOTARY'S CERTIFICATE OF SERVICE
- 4. EXHIBIT A; and EXHIBIT AB

by Certified Mail Number 9589 0710 5270 1201 932/12 Return Receipt 9590 9402 8712 3310 8493 85 attached by placing same in a postpaid envelope properly addressed of Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S Postal Service within the State of Illinois.

This instrument was acknowledged before me on 300 2024 (date) by LA WRELE V

date) by LA WEELE WILL [name of person].

(seal)

signature of notary public

MICHAEL A STA, L YORTH Official Sea! Notary Public - State o. Illin is My Commission Expires Jun 16, 2003 2409609005 Page: 7 of 10

## UNOFFICIAL COPY

#### RIGHT TO RESCIND

LAKEVIEW LOAN NUMBER: 441537391.

Certified Mail Number 9589 0710 5270 1201 9382 36 Return Receipt 9590 9402 8712 3310 8493 61

ROCKET MORTGAGE LOAN NUMBER: 3515977476

FLAGSTAR LOAN NUMBER: 441537391

MERS - MORTGAGE IDENTIFICATION NUMBER 100039035159774768

Date: March 11, 2024

Borrower: LAWRENCE WHITE

Property Address: 9940 keyr.o.: Skokie, IL 60076

Due to the fraudulent activity I will exercise my right to rescind the Mortgage for the following reasons:

- The first line of the promissory note reads 2.5 to lows "In return for a loan that have received, I promise to pay U.S. \$505,875.00 (this amount is called "Principal")". I have no record of receiving said 'oan from Rocket mortgage before, on or after November 1st 2022 in the form of a bank check, money order or wire transfer.
- The promissory note was signed by the Borrower L. W. Fice WHITE on November 1st 2022 with the expectation of receiving a loan from Rocket Mortgage for the amount of 505,875.00, no Lawful consideration for the Joan was provided by Rocket Mortgage.
- After examining the "Third Party Originated (TPO) Closing/Disbursement instructions" document, I found the term "Loan" used in the document to mislead. The transaction listed on the form is a Demand Draft. The Pank/Lender Rocket Mortgage facilitated an exchange between the Payor and Payee and provided no cash value or lawful consideration to the borrow or AVRENCE WHITE for the fraudulent loan. Supreme court case First National Bank of Montgomery v. Jerome Daly, Dec. 9, 1968 found that a bank loans created without lawful consideration or the bank providing nothing of value to form the loan renders the mortgage "null and void".
- I was misled and advised to enter into a Confession of Judgement agreement when I signed a deed of trust and completed a transfer of rights in the property making MERS the trustee for my newly acquired home.
- 12 CFR Part 1026; There was no Notice of the right to Rescind given to the LAWRENCE WHITE.

The notice required by § 1026.23(b) need not be given before consummation of the transaction. The creditor may deliver the notice after the transaction is consummated, but the rescission period will not begin to run until the notice is given.

1026.23(a)(3)(i) Right of rescission; The consumer may exercise the right to rescind until midnight of the third husiness day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occurr last. If the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

RESCAD THE MORTGAGE

Lawrence White,

(seal)

Certified Mail Number 9589 0710 5270 1201 9382 36 Return Receipt 9590 9402 8712 3310 8493 61

JURAT

State of Illinois

) ss.

County of Cook

MICHAEL A STALLWORTH Official Seal Notary Public - State of Illinois My Commission Expires Jun 16, 2025

Signed and Sworn (or affirmed) before me on, 03 10 2024

BY LAWRENCE WHITE

2409609005 Page: 8 of 10

## **UNOFFICIAL COPY**

#### NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

ROCKET MORTGAGE 1050 Woodard Ave. Detroit, MI 48226-1906

hereinafter, "Recipient", the documents and sandry papers regarding Account No. 000000000 as follows:

- 1. AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT; and
- 2. RIGHT TO RESCIND
- 3. NOTARY'S CERTIFICATE OF SERVICE
- 4. EXHIBIT A; and EXHIBIT A B

by Certified Mail Number 9589 0710 5270 1201 9382 36 Return Receipt 9590 9402 8712 3310 8493 61 attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Illinois.

This instrument was acknowledged before me on

(date) by LANGENE WHITE (name of person

(coal)

signature of notary public

MICHAEL A STALLWORTH
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 16, 2025

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## UNOFFICIAL COPY

### RIGHT TO RESCIND

LAKEVIEW LOAN NUMBER: 441537391.

Certified Mail Number 9589 0710 5270 1201 9382 05 Return Receipt 9590 9402 8712 3310 8493 78

ROCKET MORTGAGE LOAN NUMBER: 3515977476

FLAGSTAR LOAN NUMBER: 441537391

MERS - MORTGAGE IDENTIFICATION NUMBER 100039035159774768

Date: March 11, 2024

Borrower: LAWRENCE WHITE

Property Address: 9940 keyclone Skokie, IL 60076

Due to the fraudulent activity I will exc/c my right to rescind the Mortgage for the following reasons:

- The first line of the promissory note reads 7. to lows "In return for a loan that have received, I promise to pay U.S. \$505,875.00 (this amount is called "Principal")". I have no record of receiving said loan from Rocket mortgage before, on or after November 1st 2022 in the form of a bank check, money order or wire transfer.
- The promissory note was signed by the Borrower LW. Fix E WHITE on November 1st 2022 with the expectation of receiving a loan from Rocket Mortgage for the amount of 505,875.00, no Lawful consideration for the loan was provided by Rocket Mortgage.
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I WISH TO RESCID THE MORTGAGE

(seal)

Lawrence White,

Certified Mail Number 9589 0710 5270 1201 9382 05 Return Receipt 9590 9402 8712 3310 8493 78

#### IURAT

State of Illinois

) ss.

County of Cook

Signed and Sworn (or affirmed) before me on, 03 10 2024 By CANDENCE WHITE

## **UNOFFICIAL COPY**

#### NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEM P.O. Box 2026, Flint, MI 48501-2026

hereinafter, "Recipient", the documents and sundry papers regarding Account No. 000000000 as follows:

- 1. AFFIDAVIT OF SPECIFIC NLGATIVE AVERMENT; and
- 2. RIGHT TO RESCIND
- 3. NOTARY'S CERTIFICATE OF SER' (IC 3
- 4. EXHIBIT A; and EXHIBITAT

by Certified Mail Number 9589 0710 5270 1201 9362. 35 Return Receipt Number 9590 9402 8712 3310 8493 78 attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Illinois.

This instrument was acknowledged before me on 23/10/2024 (date) by LANKENE WHITE (name of person).

(seal)

 $\Sigma$ signature of notary public

MICHAEL A STALLWORTH
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 16, 2025