

Document Execution Coversheet

Date: November 14, 2017

Loan #: 0029907898

File #: 15-11660-FC

Document Type: Affidavit

Borrower: BRUCE MONTGOMERY, NADZIJA MONTGOMERY

Property Address: 34324 NORTH HAVERTON DRIVE, GURNEE, IL 60031-4282

Please execute and return the attached document to:

Marinosci Law Group, P.C.

134 N. LaSalle St. Suite 1900

Chicago, IL 60602

Contact Information for questions:

Genaro Sanchez

312.940.8580

Judgment Hearing Scheduled: N/A.

Special Instructions:

PLEASE BE ADVISED THAT FIRM WILL NOT ADD ATTORNEY'S FEES AND COSTS TO THIS AOI AS THEY ARE INCLUDED IN A SEPARATE ATTORNEYS' FEES/COSTS AFFIDAVIT. THIS INCLUDES BPO/BK FEES/UTILITIES.

ILLINOIS JUDGES WILL NOT SIGN/APPROVE A JUDGMENT WITHOUT HAVING AN ESCROW BREAKDOWN THE BREAKDOWN CANNOT BE REMOVED.

IF YOU ARE SIGNING THIS AFFIDAVIT, YOU MUST **PERSONALLY** REVIEW THE INFORMATION CONTAINED IN THE AFFIDAVIT FOR ACCURACY AS WELL AS ANY ATTACHED DOCUMENTS. IF THE AFFIDAVIT REFERENCES DOCUMENTS AND YOU DO NOT HAVE THE DOCUMENTS, THEN DO NOT EXECUTE THE AFFIDAVIT AND CONTACT OUR OFFICE IMMEDIATELY TO DISCUSS.

PLEASE USE THE NOTARY SPACE PROVIDED WITHIN THE DOCUMENT AND **DO NOT USE STAND ALONE NOTARY PAGE**. IF NOTARY IS STAND ALONE THE COURT WILL DEEM THE AFFIDAVIT INSUFFICIENT.

STATE OF ILLINOIS
COUNTY OF LAKE

ARDC No.: 6312967

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT,
LAKE COUNTY, WAUKEGAN, ILLINOIS

MTGLQ INVESTORS, L.P.,

Plaintiff,
vs

BRUCE MONTGOMERY, NADZIJA MONTGOMERY,
BANK OF AMERICA, N.A., CROSSINGS OF GURNEE
GLEN HOMEOWNERS ASSOCIATION NFP, UNKNOWN
OWNERS AND NON-RECORD CLAIMANTS
Defendant(s).

Case No. 2015 CH 1634

Property Address:
34324 NORTH HAVERTON DRIVE
GURNEE, IL 60031-4282

AFFIDAVIT OF AMOUNTS DUE AND OWING

I, Johanna Pappas, hereby deposes and affirms under oath:

I am employed as a foreclosure specialist for New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as Servicer for MTGLQ INVESTORS, L.P., (hereinafter referred to as "Plaintiff"). I have authority to make this affidavit because I am a person familiar with the business and its mode of operation. In the regular performance of my job functions at New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as Servicer for MTGLQ INVESTORS, L.P., I am familiar with the business records maintained by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as Servicer for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies. New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing records typically include electronic data compilations and imaged documents pertaining to the loans it services.

To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing systems, such that the prior servicer's records concerning the Loan are now part of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing business records. New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular business practice of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing to integrate the prior servicer's records into New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as part of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing business records.

Based on my training and personal knowledge of the processes by which they are created and maintained, New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing Records were made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of business activity regularly conducted by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing. It is the regular practice of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing mortgage servicing business to make and update its Servicing Records. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing acquired the servicing rights from the Defendant's loan on 6/1/17 from Seterus. At the time of this transfer, the Defendant's loan was in default.

The amount due is based on my review of the following records: _____
judgement figures _____. A true and accurate copy of these records, which I used when making this calculation is attached to this affidavit.

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing uses Davis & Henderson Corporation Customer Service Module (hereinafter referred to as "ILS") software to automatically record and track mortgage payments. This type of tracking and accounting program is recognized as standard in the industry. When a mortgage payment is received, the following procedure is used to process and apply the payment, and to create the records I reviewed: Each entry in the records is made contemporaneously with the corresponding event by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing personnel with direct knowledge thereof, acting in the regular course of business and not in anticipation of litigation.

The record is made in the regular course of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing business. In the case at bar, the entries reflecting the Defendant's payments were made in accordance with the procedure detailed above, and these entries were made at or near the time the payment was received.

ILS software accurately records mortgage payments when properly operated. In the case at bar, ILS software was properly operated to accurately record the Defendant's mortgage payments.

Based on the foregoing, Bruce Montgomery & Nadzija Montgomery failed to pay amounts due under the Note, and the amount due and owing as of 9/29/2017, is:

● Principal	\$359,177.15
● Interest	\$40,003.04
● Escrow Balance at Loan Transfer	\$41,618.63
● Initial Escrow Balance \$35,498.87	
● Taxes \$6,119.76	
● Corporate Advances	\$1,429.00
● Title Costs \$200.00	
● Recording Costs \$70.00	
● Property Inspections \$420.00	
● Default Related Cost \$44.00	
● Adv/ Publishing \$695.00	
GROSS AMOUNT DUE	\$442,227.82
Less/Plus balance in	
reserve account	\$0.00
NET AMOUNT DUE	\$442,227.82

plus reasonable attorney's fees and costs.

The Servicing Records pertaining to Defendant's, Bruce Montgomery & Nadzija Montgomery, account further reveal that there has been a default in the Defendant's Note and Mortgage, and that sufficient and certified moneys to cure the default have not been tendered, nor have there been any agreed extensions, modifications or agreements between the parties to delay this foreclosure action. Plaintiff has the right to Foreclose.

Under penalties as provided by law pursuant to §1-109 of the Code of Civil Procedure, I certify that the statements herein are true and correct.

Executed at Houston, TX office, on 11/17/17.

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
as Servicer for MTGLQ INVESTORS, L.P. (hereinafter referred
to as "Plaintiff")

Signature: Johanna Pappas

Name: Johanna Pappas

Title: Foreclosure Specialist

AFFIANT STATES NOTHING MORE

STATE OF Texas)
COUNTY OF Harris) SS:

Subscribed and Sworn to before me on November 17, 2017

Christopher Randolph
NOTARY PUBLIC

Prepared By:

MARINOSCI LAW GROUP, P.C.

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