

## AOI Cover Sheet

Loan No.: 9805252484

Borrowers: NICHOLAS GENEMARAS A/K/A NICHOLAS G. GENEMARAS

File No.: 17-02609

Property Address: 18800 113TH AVENUE, MOKENA, IL 60448

**Please return executed ILLINOIS affidavits with all attachments to:**

**Marinosci Law Group, P.C.  
134 N. LaSalle St., Ste. 1900.  
Chicago IL 60602**

If there are questions, please contact: Claudia Liendo  
[cliendo@mlg-defaultlaw.com](mailto:cliendo@mlg-defaultlaw.com)  
(312)-940-8580

A hearing date for a motion for judgment of foreclosure has not yet been set. Please execute and return the attached affidavit as soon as possible.

Please attach to this affidavit all business records used in completing this affidavit.

STATE OF ILLINOIS  
COUNTY OF WILL

IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT,  
WILL COUNTY, JOLIET, ILLINOIS

U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF10  
MASTER PARTICIPATION TRUST

Plaintiff,

NICHOLAS GENEMARAS A/K/A NICHOLAS G.  
GENEMARAS, SUSAN GENEMARAS A/K/A  
SUSAN M. GENEMARAS, BANCO POPULAR,  
UNKNOWN OWNERS AND NON-RECORD  
CLAIMANTS

Defendant(s).

Case No. 2017CH001474

Property Address:  
18800 113TH AVENUE  
MOKENA, IL 60448

**AFFIDAVIT OF AMOUNTS DUE AND OWING**

I, \_\_\_\_\_, hereby deposes and affirms under oath:

I am employed as a \_\_\_\_\_ for Caliber Home Loans, Inc., servicer and attorney-in-fact for Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust. 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 Caliber Home Loans, Inc., I am familiar with the business records maintained by Caliber Home Loans, Inc. for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies. Caliber Home Loans, Inc.'s, 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 Caliber Home Loans, Inc.'s, systems, such that the prior servicer's records concerning the Loan are now part of Caliber Home Loans, Inc.'s, business records. Caliber Home Loans, Inc., 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 Caliber Home Loans, Inc., to integrate the prior servicer's records into Caliber Home Loans, Inc.'s, 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 Caliber Home Loans, Inc., as part of Caliber Home Loans, Inc.'s, business records.

Based on my training and personal knowledge of the processes by which they are created and maintained, Caliber Home Loans, Inc.'s, 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 Caliber Home Loans, Inc.. It is the regular practice of Caliber Home Loans, Inc.'s, 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.

Caliber Home Loans, Inc. acquired the servicing rights from the Defendant's loan on \_\_\_\_\_ from \_\_\_\_\_. At the time of this transfer, the Defendant's loan had an unpaid principal balance of \$\_\_\_\_\_.

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

Caliber Home Loans, Inc., uses \_\_\_\_\_ 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 Caliber Home Loans, Inc.'s, 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 Caliber Home Loans, Inc.'s 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.

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

Based on the foregoing, NICHOLAS GENEMARAS A/K/A NICHOLAS G. GENEMARAS and SUSAN GENEMARAS A/K/A SUSAN M. GENEMARAS failed to pay amounts due under the Note, and the amount due and owing as of 06/15/2018, is:

● Principal	\$194,449.63
● Deferred Principal	\$165,217.49
● Total Interest	\$14,090.58
● Deferred Fees	\$2,196.54
● Escrow Advance	\$24,725.37
● Property Maintenance	\$1,372.63
● Property Inspections	\$120.00
GROSS AMOUNT DUE	\$402,172.24

Less/Plus balance in	
reserve account	\$0.00
NET AMOUNT DUE	\$402,172.24 _

plus reasonable attorney's fees and costs.

The Servicing Records pertaining to Defendant's, NICHOLAS GENEMARAS A/K/A NICHOLAS G. GENEMARAS and SUSAN GENEMARAS A/K/A SUSAN M. GENEMARAS, 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.

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 \_\_\_\_\_, on \_\_\_\_\_.

Caliber Home Loans, Inc., servicer and attorney-in-fact for Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AFFIANT STATES NOTHING MORE

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Subscribed and Sworn to before me on \_\_\_\_\_ .

\_\_\_\_\_  
 NOTARY PUBLIC

Prepared By:  
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