

**Document Execution Coversheet**

**Date:** September 1, 2017

**Loan #:** 0001809437

**File #:** 15-16309-FC

**Document Type:** Affidavit

**Borrower:** DAVID BLAIR & JESSICA BLAIR

**Property Address:** 1423 ELGIN AVE, FOREST PARK, IL 60130

**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 COOK

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS,  
- COUNTY DEPARTMENT - CHANCERY DIVISION -

BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY

Plaintiff,  
vs

JESSICA BLAIR, DAVID BLAIR, ACCION CHICAGO,  
SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT, UNKNOWN OWNERS AND NON-  
RECORD CLAIMANTS

Defendant(s).

Case No. 16 CH 10296

Cal No.: 63

Property Address:  
1423 ELGIN AVE  
FOREST PARK, IL 60130

**AFFIDAVIT OF AMOUNTS DUE AND OWING**

I, Brian Nwabara, hereby deposes and affirms under oath:

**Document Coordinator**

I am employed as a Document Coordinator for Bayview Loan Servicing, LLC. 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 Bayview, I am familiar with the business records maintained by Bayview for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies. Bayview Loan Servicing, LLC, 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 Bayview Loan Servicing, LLC, systems, such that the prior servicer's records concerning the Loan are now part of Bayview Loan Servicing, LLC, business records. Bayview Loan Servicing, LLC, 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 Bayview Loan Servicing, LLC, to integrate the prior servicer's records into Bayview Loan Servicing, LLC, 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 Bayview Loan Servicing, LLC, as part of Bayview Loan Servicing, LLC, business records.

Based on my training and personal knowledge of the processes by which they are created and maintained, Bayview Loan Servicing, LLC, 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 Bayview Loan Servicing, LLC. It is the regular practice of Bayview Loan Servicing, LLC, 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.

Bayview Loan Servicing, LLC acquired the servicing rights from the Defendant's loan on 1/1/2017 from BANK OF AMERICA. At the time of this transfer, the Defendant's loan had an unpaid principal balance of \$ 181,474.86

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

Bayview Loan Servicing, LLC, uses MSP 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 Bayview Loan Servicing, LLC, 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 Bayview Loan Servicing, LLC 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.

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

Based on the foregoing, DAVID BLAIR & JESSICA BLAIR failed to pay amounts due under the Note, and the amount due and owing as of 8/31/2017, is:

- |                        |              |
|------------------------|--------------|
| ● Principal            | \$181,474.86 |
| ● Interest             | \$16,393.46  |
| ● Escrow Advance       | \$14,332.58  |
| ● Mortgage Insurance   | \$730.95     |
| ● Insurance            | \$3,071.00   |
| ● Taxes                | \$10,530.63  |
| ● Late Charges         | \$0.00       |
| ● BPO                  | \$75.00      |
| ● Property Inspections | \$55.00      |

GROSS AMOUNT DUE \$212,330.90

Less/Plus balance in

reserve account

\$       

NET AMOUNT DUE

\$212,330.90

plus reasonable attorney's fees and costs.

The Servicing Records pertaining to Defendant's, DAVID BLAIR & JESSICA BLAIR, 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 FT. WASHINGTON, PA, on 9/6/2017.

Bayview Loan Servicing, LLC,

Signature: 


Name: Brian Nwabara

Title: Document Coordinator

AFFIANT STATES NOTHING MORE

STATE OF PENNSYLVANIA )  
COUNTY OF MONTGOMERY ) SS:  
)

Subscribed and Sworn to before me on Lynda Buehler.

  
NOTARY PUBLIC  
**Lynda Buehler**

Prepared By:

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