IN THE CIRCUIT COURT OF \_\_\_\_\_\_\_\_\_\_\_ COUNTY, ILLINOIS

COUNTY DEPARTMENT – CHANCERY DIVISION

|  |  |
| --- | --- |
| PLAINTIFF NAME  Plaintiff  v.  DEFENDANTS’ NAMES  Defendant(s) | CASE NO. 00 CH 12345  PROPERTY ADDRESS  CITY, STATE ZIP |

**AFFIDAVIT OF AMOUNTS DUE AND OWING**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Specialized Loan Servicing LLC (“SLS”), servicer of the mortgage loan concerned herein. I have authority to make this statement on its behalf because I am a person familiar with the business and its mode of operation as a result of my employment with SLS as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Through my employment, I am familiar with how SLS creates and retains records related to the mortgage loans it services. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

Plaintiff, directly or through an agent, has possession of the promissory note. The promissory note <<is made payable to Plaintiff / has been duly endorsed {{in blank}}>>. Plaintiff is the <<original mortgagee / assignee of the security instrument>> for the subject loan. Plaintiff has the right to foreclose the subject note and mortgage.

{{IF APPLICABLE: Plaintiff is unable to locate the original promissory note despite diligent search and seeks to prove the promissory note by use of a Lost Note Affidavit. Plaintiff is the <<original mortgagee / assignee of the security instrument>> for the subject loan. Plaintiff has the right to foreclose the subject note and mortgage.}}

{THIS PARAGRAPH UNECESSARY IF SLS SERVICED LOAN SINCE FIRST PAYMENT}

SLS began servicing the Defendant's loan on \_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. At the time of this transfer, the Defendant's loan was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The amount due is based on my review of the note, (prior modifications, if any) mortgage and payment history. A true and accurate copy of the note with modifications, if any, (attached hereto as Exhibit A), mortgage (attached hereto as Exhibit B), and payment history (attached hereto as Exhibit C), I reviewed when making this calculation are attached to this affidavit.}

SLS uses LoanServ 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 payment history I reviewed: payments are recorded in SLS’ LoanServ system relative to the account for which it is received. 90% of all payments are posted electronically by an industry standard global payment distribution sequence parameter in LoanServ. All other payments are processed by an SLS associate who utilizes industry standard criteria to apply the payment in accordance with established guidelines. The LoanServ system automatically records and stores the payment information as part of the account history. A printout of the account history is created upon user command, which command takes less than one minute to execute. The LoanServ system is audited for accurate operation on at least an annual basis.

The record is made in the regular course of SLS’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 that the payment was received. LoanServ accurately records mortgage payments when properly operated. In the case at bar, LoanServ was properly operated to accurately record the Defendant's mortgage payments.

{{OPTIONAL: 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 SLS’s systems, such that the prior servicer’s records concerning the Loan are now part of SLS’s business records. SLS 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 SLS to integrate the prior servicer’s records into SLS’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 SLS as part of SLS’s business records.}}

Based on the foregoing, <<BORROWER NAME(s)>> failed to pay amounts due under the Note, and the amount due and owing good through <<DATE>>:

Principal $. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Per Diem $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pro Rata MIP/PMI $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Escrow Advance $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Late Charges $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NSF Charges $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Maintenance $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Inspections $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BPO $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GROSS AMOUNT DUE $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Less/Plus balance in reserve accounts $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NET AMOUNT DUE $:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{OPTIONAL – COOK COUNTY: A breakdown of all advances is attached herein as <<Exhibit>>.}

Affiant states nothing more.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specialized Loan Servicing LLC, servicer for Plaintiff

Subscribed and sworn before me in the county of Douglas, State of Colorado, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary’s official Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Commission Expiration)