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**NOTICE OF DEFAULT**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 022182

2009 APR -7 AM 9:23

MICHAEL A. BROWN  
RECORDER

**Illinois ) NOTICE TO AGENT IS NOTICE  
TO PRINCIPAL ) ss NOTICE TO  
PRINCIPAL IS NOTICE TO AGENT  
Cook County )**

Having been duly sworn, Affiant declares that affidavit and response... The parties to the contract entitled, Notice of RECONVEYANCE , hereinafter "Contract," are in full agreement regarding the following:

1. Affiant is competent to state to the matters included in their declaration, has knowledge of the facts, and declared that to the best of their knowledge, the statements made in this affidavit are true, correct, and not meant to mislead;
2. Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of Don: Ready organization # 305-56-9082, evidenced by UCC-1 Financing Statement Doc# 2009 000072, filed with the Secretary of State of the State of Illinois.
3. Respondent, Michael A Nuger, is herein addressed in his/her private capacity, but in his/her public capacity is a citizen and resident of the State of ILLINOIS and is participating in a commercial enterprise with his/her co-business partners, including but not limited to FIRST MIDWEST BANK, hereinafter collectively referred to as "Respondent";
4. The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;
5. Affiant at no time have willing, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;
6. Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;
7. Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;
8. On March 3, 2009, Affiant sent a security, entitled Promissory Note, to the LAKE COUNTY RECORDER to register. The cover document, entitled Notice of RECONVEYANCE, instructed Respondent on the procedure of concluding the contract. The LAKE COUNTY RECORDER recorded the instrument and delivered the now registered security, herein "presentment," to the Respondent evidencing payment.
9. Affiant gave Notice that Respondent's failure to properly and timely respond to this good faith effort to settle the account noted above, would constitute Respondent's consent that Affiant, in the capacity of Settlor for Respondent, would record the FULL RECONVEYANCE in behalf of Respondent.
10. Respondent has dishonored Affiant presentment by not issuing a FULL RECONVEYANCE as

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stipulated in the original Deed of Trust when Deed of Trust was executed by delivery of the Promissory Note. This dishonor is now deemed to be a charge against Respondent.

11. In order to exhaust all administrative remedies, it is required that a Notarial Protest be executed to obtain any evidence and/or testimony from Respondent that could aid in his defense.

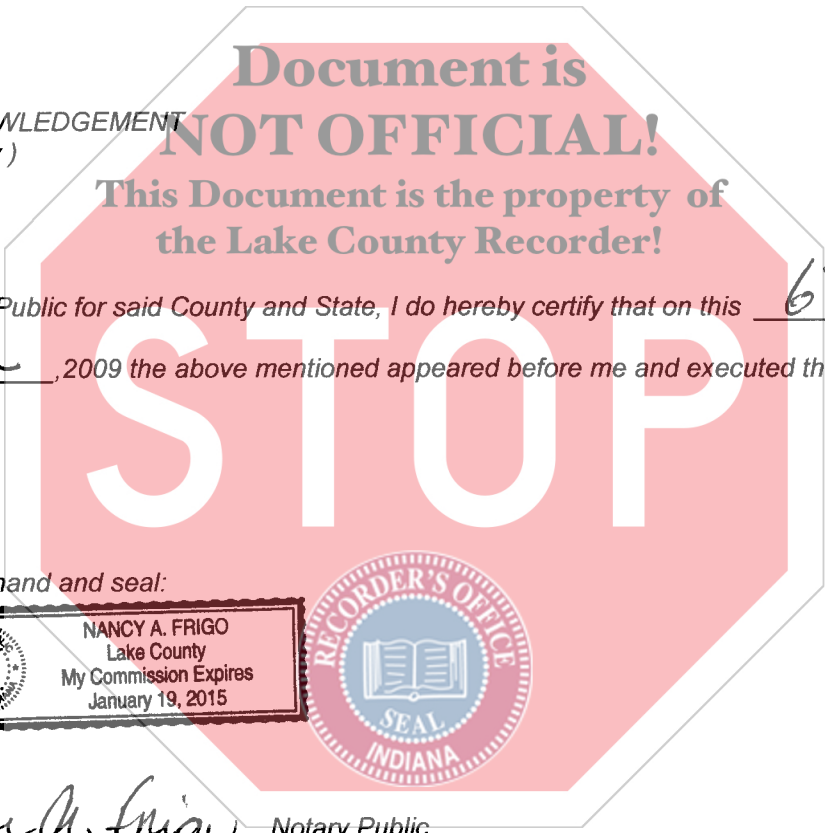
In the event no response is received by the Public Official (Notary), this will act as a witness against Respondent. Upon default, a CERTIFICATE OF RECONVEYANCE will be issued which will act as a Default Judgment against Respondent who will then be taken into bankruptcy liquidation whereby all the equity in the name of Respondent will be disposed of in a foreign proceeding.

It has been said, so it is done.

Dated this 6<sup>th</sup> day of April, 2009.

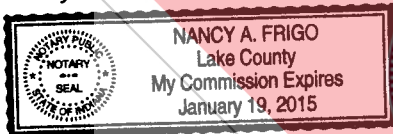
Don: Ready,  
Affiant

Illinois )  
) ss ACKNOWLEDGEMENT  
Cook County )



As a Notary Public for said County and State, I do hereby certify that on this 6<sup>th</sup> day of April, 2009 the above mentioned appeared before me and executed the foregoing.

Witness my hand and seal:




Nancy A. Frigo Notary Public

# CERTIFICATE OF NON RESPONSE

I, Fred Lewis a Notary Public, do hereby certify under the penalty of perjury that I have received no response to **Don: Ready** 's "Affidavit" dated March 3, 2009, as of this 31st day of March 2009.

This "CERTIFICATE OF NON RESPONSE" serves as **FIRST MIDWEST BANK's** Judgment and Consent/Agreement by means of silence with any and all claims and/or violations stated in the default provision of the **RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST** or any other law. (ref: Doc #2009 013232 The Lake County Recorder of Deeds)

Signed 

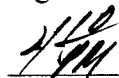
**Document is NOT OFFICIAL!**

### Jurat

**This Document is the property of the Lake County Recorder.**

On this day came before me the Affiant a living flesh and blood man to oath and attest and affirm the signature is true, complete, and correct on the foregoing affidavit. **Don: Ready** the undersigned, who is/are personally known by me or upon proper oath and identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be his/her/their own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

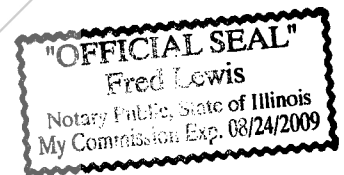
Signed this day 5<sup>TH</sup>, of APRIL, 2009 at



My commission expires on: 08-24-2009

By 

seal: \_\_\_\_\_



**PROOF OF SERVICE**

**Don: Ready** does hereby swear and affirm that true, correct, and complete copies of this **Certificate of Non-Response** regarding **Don: Ready**, "Affidavit" has been served this date March 31, 2009 addressed as follows:

Served via: UNITED STATES POSTAL SERVICE CERTIFIED/REGISTERED MAIL  
#


to: **FIRST MIDWEST BANK**  
**ATTN: ADMINISTRATION DEPARTMENT**  
**P.O. BOX 125**  
**BEDFORD PARK [60499] ILLINOIS**

By: *Fred Lewis* **Document is the property of the Lake County Recorder!**

**Jurat**

On this day came before me the Affiants living flesh and blood man/woman to oath and attest and affirm the signature is true, complete, and correct on the foregoing affidavit. **Don: Ready**, the undersigned, who is/are personally known by me or upon proper oath and identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be his/her/their own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this day *6th*, of *April*, *2009* at *4 PM*



My commission expires on: *08-24-2009*



By *Fred Lewis* seal: \_\_\_\_\_

LOAN NUMBER #15683

ADDENDUM

**LEGAL DESCRIPTION**

PARCEL I: A parcel of land being a portion of Lot 16 of 1 acre lots in the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described more particularly as follows: Beginning at a point 728.6 feet West and 30 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4 of Section 16; thence South 0 degrees West 217.77 feet; thence North 90 degrees West 7.4 feet to the thread of Turkey Creek; thence Northwesterly, along said thread of Turkey Creek, to a point 825.0 feet West of and 117.77 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4 of said Section 16, said point being also in the West line of School Lot 16; thence North 0 degrees West 107.77 feet; thence North 90 degrees East 96.4 feet to the point of beginning.

PARCEL II: A parcel of land being a portion of Lot 16 of 1 acre lots in the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described more particularly as follows: Beginning at a point 736.0 feet West of and 247.77 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4 of Section 16; thence Northwesterly along the thread of Turkey Creek to a point 825.0 feet West of and 117.77 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4 of said Section 16; thence South 0 degrees West 110.0 feet; thence East 69 feet to the point of beginning.

(BOTH PARCELS) AKAT23-75 W. 73RD AVENUE, MERRILLVILLE, IN 46410



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**NOTICE OF BREACH**  
**03/31/2009**  
**Michael A Nuger d.b.a.**  
**Loan Resolution Specialist**  
**FIRST MIDWEST BANK**  
**ATTN: ADMINISTRATIVE DEPT**  
**P.O. BOX 125**  
**BEDFORD PARK [60499] ILLINOIS**  
**23-25 W 73<sup>RD</sup>**

**Dear Michael A Nuger,**

I received a request by affidavit for a protest pursuant to Illinois (Uniform Commercial Code) (810 ILCS 5/3-307) Sec. 3-307(a), from Don: Ready, who informed me you dishonored his/her/their registered security consisting of the NOTICE OF RECONVEYANCE and a Promissory Note dated 03/03/2009 and sent to you at FIRST MIDWEST BANK PO BOX 125 BEDFORD PARK [60499] ILLINOIS, on 03/05/2009, as evidenced by public record Doc #2009 013232 verifying the contents.

In the event your dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice.

You may respond to me, and I will forward your response to Don: Ready.

Your response is expected no later than ten (10) days from the postmark of this Notice of Breach.

Thank you for your prompt attention to this matter.  
Sincerely,

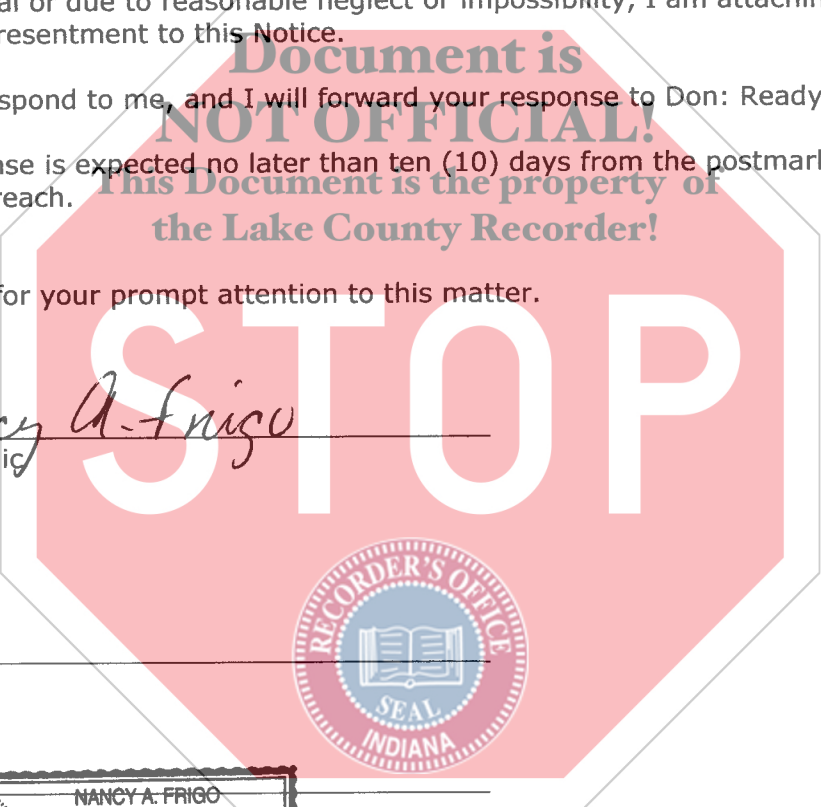
*Nancy A. Frigo*  
\_\_\_\_\_  
Notary Public

Address:

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(Stamp) (Seal)



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