

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JASON R. KREJCI, Individually and on)	
behalf of others similarly situated,)	
)	
)	
PLAINTIFF,)	
)	Civil Action No.
v.)	
)	Jury Demanded
LAW OFFICES OF IRA T. NEVEL, LLC,)	
)	
)	
DEFENDANT.)	

CLASS ACTION COMPLAINT

Plaintiff, Jason R. Krejci, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”), and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.
2. Venue is proper in this District because Defendant transacts substantial business here.

PARTIES

3. Plaintiff, Jason R. Krejci (“Plaintiff”) is a resident of the State of Illinois, from whom Defendant attempted to collect a delinquent consumer debt allegedly owed for a defaulted mortgage loan incurred for the purchase of his home and personal residence, located at 417 Bristol Way, Cary, Illinois, 60013, and thus the loan was incurred for personal, family and household purposes.

4. Plaintiff is a consumer as that term is defined in 15 U.S.C. § 1692a(3) of the FDCPA.

5. Defendant, Law Offices of Ira T. Nevel, LLC (“Defendant”) is an Illinois LLC that acts as a debt collector, as defined by § 1692a(6) of the FDCPA, because it regularly uses litigation, the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts on behalf of others.

6. Defendant maintains a website, www.nevellaw.com that reads in part as follows:

Creditors' Rights

At the Law Offices of Ira T. Nevel, LLC, we represent banks, mortgage lenders and other creditors, handling a broad spectrum of creditors' rights issues, including:

- **Mortgage foreclosures**
- **Creditors' rights**
- **Bankruptcy**
- **REO closings**
- **Evictions**
- **Housing Violations**
- **Administrative Hearings**
- **Title and title clearance**
- **Real Estate Tax Deed Defense**
- **HOA Defense**

We provide efficient, effective representation to clients throughout the Greater Chicago area and the State of Illinois. Our clients are often up against strict timelines. We understand that your bottom line depends on their attorney's ability to represent them effectively and expeditiously from cradle to grave.

We have long represented clients who service loans insured by FHA, VA, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation. We are fully compliant with the OCC and the Consumer Financial Protection Bureau (CFPB).

7. Defendant's website states that it maintains an office in Chicago, Illinois.

8. In 2018, Defendant has filed more than 100 residential foreclosure complaints against consumers in Illinois who have defaulted on their home mortgages.

9. Defendant has identified itself as a "debt collector" in its written communications to Plaintiff.

STANDING

10. Plaintiff has standing because he has suffered an injury-in-fact as the result of Defendant's actions. Specifically, Defendant has misrepresented the amount of the alleged debt by stating late charges are due and owing, which is enough to establish Article III standing despite the fact that he never paid the illegal amounts sought. See, e.g., *Keele v. Wexler*, 149 F.3d 589, 593-594 (7th Cir. 1998).

11. Because Defendant's misrepresentations and omissions, stated below, deprived Plaintiff of accurate material information that posed a risk of real harm, they satisfy the concrete-harm requirement. See, e.g., *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258, at *14-16 (N.D. Ill. July 11, 2016).

FACTUAL ALLEGATIONS

12. Plaintiff incurred a consumer debt alleged to be owed for a mortgage loan ("Loan") taken out in connection with the purchase of his home and personal residence, located at 417 Bristol Way, Cary, Illinois, 60013, and thus the loan was incurred for personal, family and household purposes ("alleged debt"), and the loan obligation is thus a "debt" as that term is defined at § 1692a(5) of the FDCPA.

13. Freedom Mortgage Corporation purports to be the creditor to which the alleged debt is owed.

14. The alleged debt was asserted to be in default by Freedom Mortgage Corporation after Plaintiff missed making payments toward the alleged debt.

15. Freedom Mortgage Corporation thereafter hired Defendant to collect the alleged debt, after default.

16. On or about November 8, 2017, Defendant mailed Plaintiff a letter (“Letter”) indicating *inter alia* that Plaintiff owes \$219,642.24 to Freedom Mortgage Corporation. (Exhibit A, Letter).

17. The Letter is the initial communication between Defendant and Plaintiff made by Defendant, in connection with the collection of the alleged debt.

18. The Letter was sent in connection with the collection of the alleged debt, and is a “communication” as that term is understood and defined in the FDCPA.

19. The amount of \$219,642.24 sought from Plaintiff in the Letter represented an acceleration of all amounts due from Plaintiff with respect to the subject loan, as of November 8, 2017.

20. The Letter reads each read in part as follows:

As of 11/08/2017, you owe FREEDOM MORTGAGE CORPORATION \$219,642.24. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater...(Exhibit A, Letter)

21. The Letter does not purport to provide a reinstatement balance.

22. At no time did Plaintiff seek reinstatement of the note and mortgage at issue, nor did he reinstate the note and mortgage at issue.

23. Defendant’s threat of late charges in the Letter is false, as late charges cannot be imposed where the loan has been accelerated and no reinstatement is in effect. (See, i.e., *Rodriguez v. Codilis & Assocs., P.C.*, No. 17-cv-03656, 2018 U.S.

Dist. LEXIS 54898, at *11 (N.D. Ill. Mar. 30, 2018) (“As Rodriguez points out, BSI cannot impose late charges for failure to make monthly payments after a loan has been accelerated. See, e.g., *Rizzo v. Pierce & Associates*, 351 F.3d 791, 793 n.1 (7th Cir. 2003)).

24. If Plaintiff did not reinstate his mortgage following acceleration, the late fees could not be charged. See *Wells Fargo Bank Minn. N.A. v. Guarneri*, 308 B.R. 122, 128 (D. Conn. 2004) (“However, once the loan is accelerated, as was the case here, there are no further monthly payments due and the lender is therefore not required to incur administrative expense in handling late payments.”); *Jackson v. Carrington Mortg. Servs.*, No. 17-60516-CIV, 2017 U.S. Dist. LEXIS 191932, at *9 (S.D. Fla. Nov. 16, 2017).

25. Defendant’s threat of late charges is false, confusing, deceptive and unfair, and the threat of a higher balance due to late charges could influence an unsophisticated consumer’s decision to pay the alleged debt.

26. The Letter also contains a “Notice of Debt” as that term is understood under the FDCPA, section 1692g. (Exhibit A, Letter).

27. The Notice of Debt provides as follows:

You have thirty days from the day you receive this notice to dispute any portion of the debt. If you do not dispute the debt within this thirty-day period, we will assume that the debt is valid. If you notify this office in writing during the 30-day period that you dispute any portion of the debt, this office will obtain written verification of the debt and will mail that written verification to you.

Further, you may send this office a written request for the name and address of the original lender, if that lender is different from the current creditor.

(Exhibit A, Letter).

28. The Notice of Debt does not inform Plaintiff that Defendant, as a debt collector, must suspend its efforts to collect the debt, including via litigation, if Plaintiff communicates a written dispute to Defendant within thirty days of his (the consumer's) receipt of the Letter containing the Notice.

29. The Notice of Debt does not inform Plaintiff that the law does not require Defendant to wait until the end of the thirty-day period before suing to collect the debt or commencing any foreclosure action.

30. The Notice of Debt does not provide a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

31. The Letter indicates that Defendant is a debt collector.

32. The Letter indicates that Defendant is attempting to collect a debt.

33. After mailing the Letter, on or about November 17, 2017, Defendant filed a complaint to foreclose the mortgage in the Circuit Court of the 22nd Judicial Circuit, County of McHenry, State of Illinois, titled *Freedom Mortgage Corporation v. Jason R. Krejci, A/K/A Jason Robert Krejci et al*, Case No. 17CH000826 ("State Action Complaint"). (Exhibit B, State Action Complaint).

34. The State Action Complaint attached within Exhibit B is a true and accurate copy of the complaint filed in the State Action.

35. The State Action Complaint sought a personal judgment for a deficiency from Plaintiff.

36. On November 29, 2017, Defendant caused the State Action Complaint and Summons to be served on Plaintiff. (Exhibit C, Summons and Return of Service).

37. Defendant thus both filed and served the State Action Complaint, upon Plaintiff, within thirty days of the date upon which Plaintiff received the Notice of Debt from Defendant.

38. The Letter does not state or explain whether Defendant could continue to attempt to collect the alleged debt if he timely disputed the alleged debt in writing within thirty days of receipt of the Letter, but after the foreclosure action had been filed.

39. The Letter does not inform Plaintiff that if he disputes the alleged debt in writing within thirty days of receipt of the Notice of Debt contained in the Letter, Defendant will suspend its efforts to collect the alleged debt, *including via litigation*, until Defendant mails verification of the alleged debt to Plaintiff.

40. At the time the State Action Complaint and Summons was served on Plaintiff, Plaintiff was not aware that Defendant was required to cease collection of the alleged debt, including via litigation, until Defendant mailed verification of the alleged debt to Plaintiff.

41. Plaintiff was not aware that Defendant was required to cease collection of the alleged debt including via litigation, until Defendant mailed verification of the alleged debt to Plaintiff, because Defendant did not inform Plaintiff of this fact at any time.

42. Defendant's act of serving the State Action Complaint and Summons on Plaintiff, that indicates on its face that an appearance is required within thirty days of service, without explaining in its Notice of Debt (or in any other communication) that

Defendant was required to suspend its efforts (including by litigation) to collect the alleged debt if a written dispute is made by Plaintiff within thirty days of receipt of the Notice of Debt, would rob the unsophisticated consumer of material information to which the consumer was entitled, and that could influence a consumer's decision to pay the alleged debt.

43. Defendant's collection communications and activities are to be interpreted under the "unsophisticated consumer" standard. See *Gammon v. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7th Cir. 1994).

44. Defendant sought and threatened to sell Plaintiff's home through a judicial sale in an attempt to collect the defaulted home loan that comprises the alleged debt.

45. Defendant's communications with Plaintiff, including via mail and via the act of filing and maintaining a foreclosure action that was served upon each Plaintiff, constitute debt collection. See *Bieber v. J. Peterman Legal Grp. Ltd.*, 104 F. Supp. 3d 972, 2015 U.S. Dist. LEXIS 63754, 2015 WL 2340354, at *2-4 (E.D. Wis. May 15, 2015) (foreclosure action that does not seek money judgment is debt collection under FDCPA); *Kabir v. Freedman Anselmo Lindberg LLC*, No. 14 C 1131, 2015 U.S. Dist. LEXIS 104299, at *10-11 (N.D. Ill. Aug. 10, 2015) (same); *Shahnaaz A.R. Khan v. OneWest Bank, F.S.B.*, No. 16 CV 8074, 2017 U.S. Dist. LEXIS 55691, at *22 (N.D. Ill. Apr. 12, 2017)(stating "Here, Azeem alleges that defendants threatened to sell her home through a judicial sale in an attempt to collect Azeem's defaulted home loan. This sufficiently alleges that defendants acted in collecting on a debt under the FDCPA."); *Paulsen v. Peterman*, No. 14-cv-106-wmc, 2015 U.S. Dist. LEXIS 41429 (W.D. Wis.

Mar. 31, 2015) (finding that initiation of foreclosure proceedings absent deficiency claim was an attempt to collect debt within scope of FDCPA's protection).

COUNT I—CLASS CLAIM—IMPERMISSIBLE THREAT OF LATE CHARGES

46. Plaintiff repeats, re-alleges and incorporates by reference the foregoing paragraphs.

47. At the time the Letter was mailed, the Loan had been accelerated.

48. At the time the Letter was mailed, reinstatement had not been sought by Plaintiff, and the Loan and mortgage was not in reinstatement.

49. Defendant cannot legally impose late charges for failure to make monthly payments after the loan has been accelerated, and reinstatement had not been sought, as in this case. *Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 793 n.1 (7th Cir. 2003) (citing sixteen cases for the proposition that “a lender cannot demand payment of late fees for failure to make monthly payments after the loan has been accelerated”).

50. While a note may provide for a lender to collect late charges when an installment is not received by a due date, those installments are no longer “due” after the lender has accelerated the note and made demand upon the borrower.

51. Defendant’s threat that late fees will be imposed is deceptive, false and misleading, as late fees cannot be imposed in a case like this where the loan has been accelerated and no reinstatement has been sought.

52. Section 1692e of the FDCPA provides as follows:

§ 1692e. False or misleading misrepresentations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

...

(2) The false representation of—

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

...

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken.

...

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

53. Defendant violated §§ 1692e, e(2)(A), e(2)(B), e(5) and e(10) of the FDCPA when it made false, deceptive, and/or misleading representations in the connection with the collection of a debt.

54. Defendant violated § 1692e and e(2)(A) of the FDCPA when it made false, deceptive, or misleading representations in communications mailed to Plaintiff as to the amount of debt owed by Plaintiff, as the amount due could not legally include late fees, and the threat to impose said fees was false.

55. Defendant violated § 1692e(5) of the FDCPA by threatening to impose late fees when late fees could not legally be imposed, and/or when it did not intend to impose late fees as the debt was accelerated and Plaintiff had not sought reinstatement.

56. Defendant violated § 1692e(10) of the FDCPA by falsely and deceptively threatening to impose late fees in order to induce Plaintiff to pay a debt, when in fact such late fees were not legal, and could not be sought.

57. An unsophisticated consumer would believe, upon receiving the Letter mailed to Plaintiff, that late fees could be sought and imposed when, in fact, it would not be legal to do so.

58. Section 1692f of the FDCPA provides as follows:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

59. Defendant violated 1692f and f(1) by attempting to collect amounts from Plaintiff that were not authorized by the agreement creating the debt or permitted by law, namely “late charges”.

60. The letter contained in Exhibit A is a form letter.

61. The Letter attached within Exhibit A, which threatens the imposition of late charges i) after a defaulted loan has been accelerated and ii) where reinstatement has not been sought, violates the FDCPA: while a note may provide for a lender to collect late charges when an installment is not received by a due date, those installments are no longer “due” after the lender has accelerated the note and made demand upon the borrower where the borrower had not sought reinstatement.

62. Plaintiff brings this action as a class action. The class consists of (a) all individuals (b) with addresses in Illinois, (c) to whom Defendant mailed a letter in the form of those contained in the attached Exhibit A, stating that “Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater”, (d) where the amount sought in the letter reflects an acceleration of the indebtedness, e) where the borrower had not sought reinstatement of the loan, and f) where the letter was mailed on or after June 2, 2017 and on or before June 16, 2018.

63. The members of the class are so numerous that joinder of all is not practicable.

64. Plaintiff's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

65. The Class consists of more than 40 persons from whom Defendant attempted to collect delinquent consumer debts, by mailing the type of letter that was mailed to Plaintiffs.

66. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

67. Plaintiff will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof.

68. Plaintiff has retained counsel experienced in class action litigation brought under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class defined above, and against Defendant, for:

- (1) Statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

**COUNT II—CLASS CLAIM—OVERSHADOWING AND VIOLATION
OF SECTION 1692g(a)(5)**

69. Plaintiff repeats, re-alleges and incorporates by reference the foregoing paragraphs.

70. 15 U.S.C. § 1692g of the FDCPA provides in part as follows:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;**
- (2) the name of the creditor to whom the debt is owed;**
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;**
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and**
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.**

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

71. The Letter contained in Exhibit A is a form letter.

72. Defendant's Letter contained a "Notice of Debt" as that term is defined in section 1692 of the FDCPA. (Exhibit A, Letter).

73. Defendant's Notice of Debt, mailed to Plaintiff on or about November 8, 2017 and received by Plaintiff on or about November 17, 2017, communicated *inter alia* that he had thirty days from the date of receipt of the Notice to dispute the alleged debt in writing in order to obtain verification of the alleged debt. (Exhibit A, Letter).

74. Thirty days from November 17, 2017 is December 17, 2017.

75. The Notice of Debt states "Your mortgage loan has been referred to our office to file a foreclosure complaint". (Exhibit A, Letter).

76. On November 29, 2017, Plaintiff was served with a copy of the Summons and Complaint that was filed in the State Action. (Exhibit C, Summons to Plaintiff).

77. The Summons states in part as follows:

YOU ARE SUMMONED and required to file an Answer in this case, or otherwise file your Appearance in the office of the Clerk of this Court (located in the McHenry County Courthouse, 2200 NORTH SEMINARY, WOODSTOCK, ILLINOIS, 60098), within 30 days of service of this Summons, not counting the day of service.

78. Plaintiff was thus required to file an answer or otherwise appear in the State Action on or by December 29, 2017.

79. Plaintiff thus had until December 17, 2017 to dispute the alleged debt in writing with Defendant in order to obtain verification of the alleged debt under section 1692g, and until December 29, 2017 to file an answer and/or appearance.

80. Defendant did not communicate or explain to Plaintiff in the Letter or the Complaint or Summons filed in the State Action, how the deadline to dispute and the deadline to answer and/or appear, fit together.

81. For example, Defendant did not communicate or explain to Plaintiff that, if Plaintiff disputed the alleged debt in writing within thirty days of receipt of the Notice of Debt, that Defendant would be required to suspend collection of the alleged debt, including by litigation, until Defendant mailed Plaintiff verification of the alleged debt.

82. Defendant's failure to inform Plaintiff that Defendant was required to suspend litigation until it mailed verification of the alleged debt to each Plaintiff robbed Plaintiff of material information to which he was entitled to under the FDCPA, thereby damaging and injuring Plaintiff.

83. Plaintiff was confused by Defendant's failure to explain how the deadline for disputing the alleged debt for the purpose of obtaining verification meshes with the deadline for filing an answer and appearance to the complaint.

84. An unsophisticated consumer would be confused by Defendant's failure to explain how the deadline for disputing the alleged debt for the purpose of obtaining verification meshes with the deadline for filing an answer and appearance to the complaint.

85. Plaintiff did not know, and an unsophisticated consumer would not know, that a debt collector, such as Defendant here, would be required to cease collection of the alleged debt, including via any pending litigation, if he or a consumer communicated a written dispute to the debt collector within thirty days of the consumer's receipt of a Notice of Debt.

86. Plaintiff would be left to wonder how the deadline to file an appearance and answer would fit with his right to dispute the alleged debt and obtain verification of the alleged debt.

87. The 7th Circuit has recognized the potential for confusion when a debt collector, such as Defendant here, causes overshadowing of a consumer's right to dispute a debt and obtain verification of the same. *Bartlett v. Heibl*, 128 F.3d 497, 502 (7th Cir. 1997).

88. Indeed, in *Bartlett*, the 7th Circuit crafted a "safe harbor" letter for use by debt collectors that wish to avoid violating the FDCPA, which reads in part as follows:

The law does not require me to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you. *Id.* (emphasis added)

89. Defendant intentionally omitted the safe harbor language provided in *Bartlett* which explained that if Plaintiff requests proof of the debt (in writing) within the thirty day period that began with his receipt of the Notice of Debt, Defendant was required to suspend its efforts, through litigation or otherwise, to collect the debt until it mailed verification to Plaintiffs. *Id.*

90. Defendant's act of serving the State Action lawsuit within the thirty-day period that began with Plaintiff's receipt of the Notice of Debt, where neither the Notice of Debt nor any other communication to Plaintiffs explained that Defendant was required to cease litigation upon receipt of a timely-served written dispute, overshadowed the disclosure of Plaintiffs' rights to dispute the alleged debt under section 1692g(b) of the FDCPA, in violation of that section.

91. Defendant violated section 1692g of the FDCPA by causing overshadowing of a consumer's right to dispute a debt and obtain verification of the same.

92. Defendant also violated sections 1692e and 1692f of the FDCPA by unfairly and deceptively misleading Plaintiff via not informing him of his rights, under the FDCPA, to have Defendant cease collection of the alleged debt until it mailed verification of the alleged debt to Plaintiff.

93. The Notice of Debt contained in the Letter also states as follows:

Further, you may send this office a written request for the name and address of the original lender, if that lender is different from the current creditor.

94. The language in Defendant's Letter violates section 1692g(a)(5), as the statement does not comply with the requirements of that section, which mandate that a

debt collector provide a “statement that, upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.” 15 U.S.C. §1692g(a)(5).

95. The language in Defendant’s Letter violates section 1692g(a)(5) because it does not inform Plaintiff that a written request for the name and address of the original lender must be made by him within the thirty-day period that begins with the Plaintiff’s receipt of the Notice of Debt.

96. The language in Defendant’s Letter violates section 1692g(a)(5) because it does not inform Plaintiff that Defendant is *required* to provide Plaintiff the name and address of the original creditor, if different from the current creditor if a timely written request is made for the same. The language used by Defendant merely states that Plaintiff may *request* the information, without indicating that Defendant must respond to the request by law if such a request were timely made, in writing.

97. An unsophisticated consumer could lose his or her rights to obtain information to which he or she is entitled if the consumer requests the name and address of the original creditor more than thirty days after the consumer received a Notice of Debt, as Defendant did not inform Plaintiff that such a request was required to be made within that time, though the statute requires it.

98. An unsophisticated consumer would not know that the debt collector was required to provide the name and address of the original creditor, if different from the current creditor, to continue collecting the alleged debt, as Defendant merely states that a “request” may be made for such information—without any further statement stating

the deadline by which such a request must be made, or any statement communicating that, by law, the debt collector must suspend its efforts to collect a debt until the debt collector mails the information to the consumer, if a written request is timely made by a consumer.

99. The Notice of Debt does not provide a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor, and thus it violates section 1692g.

100. Plaintiff brings this action as a class action. The class consists of (a) all individuals (b) with addresses in Illinois, (c) to whom Defendant mailed a letter that contains a Notice of Debt in the form contained in the attached Exhibit A, d) that does not indicate or otherwise communicate that Defendant was required to suspend its collection efforts (including litigation) if the individual disputes the debt in writing to Defendant within thirty days of the individual's receipt of the Notice of Debt, e) where Defendant thereafter filed and caused a residential foreclosure action to be served within thirty days of the date upon which the individual received the Notice of Debt, f) where the Notice of Debt also reads that "...you may send this office a written request for the name and address of the original lender, if that lender is different from the current creditor", and g) where the letter was mailed on or after June 2, 2017 and on or before June 16, 2018.

101. The members of the class are so numerous that joinder of all is not practicable.

102. Plaintiff's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

103. The Class consists of more than 40 persons from whom Defendant attempted to collect delinquent consumer debts, by mailing the type of letter that was mailed to Plaintiffs and by serving a residential foreclosure action on the same.

104. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

105. Plaintiff will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof.

106. Plaintiff has retained counsel experienced in class action litigation brought under the FDCPA.

107. Defendant's collection communications are to be interpreted under the "unsophisticated consumer" standard. *See Gammon v. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7th Cir. 1994).

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class defined above, and against Defendant, for:

- (1) Statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff demands trial by jury.

The Law Office of M. Kris Kasalo, Ltd.
20 North Clark Street, Suite 3100
Chicago, Illinois 60602
tel 312.726.6160
fax 312.698.5054
mario.kasalo@kasalolaw.com

By: s/ Mario Kris Kasalo
Mario Kris Kasalo

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

By: s/ Mario Kris Kasalo
Mario Kris Kasalo

EXHIBIT A

EXHIBIT A

Law Offices of Ira T. Nevel, LLC

175 N. FRANKLIN STREET
SUITE 201
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 357-1125
FAX (312) 357-1140
iranevel@nevellaw.com

November 8, 2017

JASON R. KREJCI AND
JENNIFER KREJCI
417 BRISTOL WAY
CARY, IL 60013

Dear Borrower,

Your mortgage loan has been referred to our office to file a foreclosure complaint. In the event further action by this office is necessary, I am required to inform you of the following:

As of 11/08/2017, you owe FREEDOM MORTGAGE CORPORATION \$219,642.24. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, please write the undersigned or call (312) 357-1125.

You have thirty days from the day you receive this notice to dispute any portion of the debt. If you do not dispute the debt within this thirty-day period, we will assume that the debt is valid. If you notify this office in writing during the thirty-day period that you dispute any portion of the debt, this office will obtain written verification of the debt and will mail that written verification to you.

Further, you may send this office a written request for the name and address of the original lender, if that lender is different from the current creditor.

Sincerely,



Aaron Nevel

Law Offices of Ira T. Nevel, LLC

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

WRITTEN REQUESTS SHOULD BE ADDRESSED TO LAW OFFICES OF IRA T. NEVEL, LLC, FAIR DEBT COLLECTION DEPARTMENT, 175 NORTH FRANKLIN, SUITE 201, CHICAGO, ILLINOIS 60606. OUR NORMAL BUSINESS HOURS ARE MONDAY-FRIDAY 8:30AM-5:00PM.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of the debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with this office or your mortgage lender. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

EXHIBIT B

EXHIBIT B

Katherine M. Keefe
Clerk of the Circuit Court
Electronically Filed
Transaction ID: 17111115437
17CH000826
11/17/2017
McHenry County, Illinois
22nd Judicial Circuit

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
COUNTY OF MCHENRY, STATE OF ILLINOIS

FREEDOM MORTGAGE CORPORATION,
Plaintiff(s),

vs.
JASON R. KREJCI A/K/A JASON ROBERT KREJCI,
JENNIFER KREJCI, UNKNOWN TENANTS, UNKNOWN
OWNERS AND NON-RECORD CLAIMANTS,
Defendant(s).

Case No. 17CH000826

COMPLAINT TO FORECLOSE MORTGAGE

1. Plaintiff, FREEDOM MORTGAGE CORPORATION ("Plaintiff"), files this complaint to foreclose the mortgage hereinafter described made by JASON R. KREJCI A/K/A JASON ROBERT KREJCI AND JENNIFER KREJCI ("Borrower") in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FREEDOM MORTGAGE CORPORATION ("Mortgagee").

2. Attached as Exhibit "A" is a copy of the Mortgage and as Exhibit "B" is a copy of the Installment Note ("Note") secured thereby.

3. Information Concerning Mortgage:

- (a) Nature of Instrument: Mortgage
- (b) Date of Mortgage: March 13, 2015
- (c) Name or names of Mortgagor: JASON R. KREJCI A/K/A JASON ROBERT KREJCI AND JENNIFER KREJCI
- (d) Name of original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FREEDOM MORTGAGE CORPORATION
- (e) Date of recording: April 9, 2015
Place of recording: McHenry County Recorder's Office
- (f) Identification of recording: Document No. 2015R0012187
- (g) Interest subject to the Mortgage: Fee simple.
- (h) Amount of original indebtedness, including subsequent advances made under the Mortgage: \$223,570.00
- (i) Legal description and address of mortgaged premises:

NOTICE
THIS CASE IS HEREBY SET FOR A SCHEDULING CONFERENCE IN COURTROOM 358 ON 02/15/2018, AT 10:00 AM. FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.

LOT 194 IN CANDLEWOOD TRAILS UNIT TWO, BEING A RESUBDIVISION OF OUT-LOT C IN CANDLEWOOD TRAILS UNIT ONE AND A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF,

RECORDED JANUARY 29, 1979 AS DOCUMENT 758982 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 762306, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as: 417 BRISTOL WAY, CARY, IL 60013

PIN No: 20-07-408-008

- (j) Statements as to defaults: Default was made in the payment of the installments of principal and interest falling due under the terms of the Note; said default occurring on July 1, 2017, and there remains due and owing on the Note as of November 7, 2017:
- | | |
|--------------------|--------------|
| Principal: | \$213,129.21 |
| Per Diem Interest: | \$23.36 |
- (k) Name or names of present owner or owners of the Real Estate: JASON R. KREJCI A/K/A JASON ROBERT KREJCI AND JENNIFER KREJCI
- (l) Name or names of other persons who are joined as Defendants and whose interest in or lien on the mortgaged Real Estate is sought to be terminated: UNKNOWN TENANTS, UNKNOWN OWNERS and NON-RECORD CLAIMANTS.
- (m) Name or names of Defendants claimed to be personally liable for deficiency, if any: JASON R. KREJCI A/K/A JASON ROBERT KREJCI, JENNIFER KREJCI, unless defendant(s) have had personal liability on the subject mortgage Note discharged in a Bankruptcy proceeding, or otherwise released.
- (n) Capacity in which Plaintiff brings this foreclosure suit: Plaintiff is the legal holder of the indebtedness. Assignment of mortgage attached as Exhibit "C".
- (o) Facts in support of shortened redemption period, if sought: None at the time of filing this complaint; however, should the property become abandoned during the pendency of this action, it is requested that the Court make a finding of abandonment and shorten the redemption period.
- (p) Facts in support of request for attorneys' fees, costs and expenses: Attorneys' fees, costs and expenses incurred in connection with this foreclosure action are deemed to be additional indebtedness secured by the Mortgage pursuant to the terms of the Mortgage.
- (q) Facts in support of a request for appointment of mortgagee in possession or for appointment of receiver, and identity of such receiver, if sought: None at the time of filing this complaint.
- (r) Offer to mortgagor in accordance with Section 15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the mortgage without judicial sale, if sought: None at the time of the filing of this complaint.

- (s) Name or names of defendants whose right to possess the mortgaged real estate, after the confirmation of a foreclosure sale, is sought to be terminated and, if not elsewhere stated, the facts in support thereof: JASON R. KREJCI A/K/A JASON ROBERT KREJCI AND JENNIFER KREJCI, UNKNOWN TENANTS, UNKNOWN OWNERS and NON-RECORD CLAIMANTS.

REQUEST FOR RELIEF

Plaintiff requests:

1. A judgment of foreclosure and sale.
2. A judgment for attorneys' fees, costs and expenses.
3. An order granting a shortened redemption period, if sought.
4. An order approving the foreclosure sale and an order granting possession.
5. A personal judgment for a deficiency, if sought, unless defendant(s) have had personal liability on the subject mortgage note discharged in a Bankruptcy proceeding, or otherwise released.
6. A finding that should the real estate be improved with a manufactured or mobile home, it is found that the improvement has been permanently affixed to the real estate and deemed to be real estate, transferable hereunder at any forthcoming Sheriff or Judicial Sale, without transfer of any title.
7. Such other and further relief as this Court deems just.

FREEDOM MORTGAGE CORPORATION

BY: 

LAW OFFICES OF IRA T. NEVEL, LLC
BY ONE OF ITS ATTORNEYS

LAW OFFICES OF IRA T. NEVEL, LLC

Attorney for Plaintiff

Ira T. Nevel - ARDC #06185808

Timothy R. Yueill - ARDC #6192172

Greg Elsnic - ARDC #6242847

Richard Drezek - ARDC #6301323 ✓

Aaron Nevel - ARDC #6322724

175 North Franklin St. Suite 201

Chicago, Illinois 60606

(312) 357-1125

Pleadings@nevellaw.com

GP# 17-03710



Krejci

PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2015R0012187
04/09/2015 02:03PM PAGES 10
RECORDING FEE 32.00
GIS FEE 15.00
RHSPS HOUSING FEE 9.00

Return To:



Freedom Mortgage
Attn: Final Documents
P.O. Box 8001
Fishers, IN 46038-8001

Prepared By:
Freedom Mortgage
P.O. Box 8001
Fishers, IN 46038-8001

Executive Land Title
7794 N. Milwaukee
Niles, IL 60714



State of Illinois

MORTGAGE

FHA Case No.

MIN

THIS MORTGAGE ("Security Instrument") is given on March 13, 2015
The Mortgagor is Jason R Krejci and Jennifer Krejci, husband and wife.

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Freedom Mortgage Corporation

("Lender") is organized and existing under the laws of The State of New Jersey, and has an address of 907 Pleasant Valley Av Ste 3, Mount Laurel, NJ 08054

Borrower owes Lender the principal sum of Two Hundred Twenty Three Thousand Five Hundred Seventy and 00/100 Dollars (U.S. \$223,570.00).

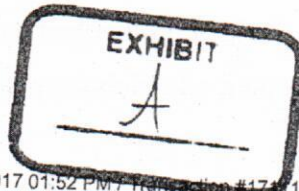
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2045

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's

FHA Illinois Mortgage with MERS - 4/96
Wolters Kluwer Financial Services
VMP®-4N(IL) (1302).00

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Amended 2/01
Initials: JRK



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covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in
McHenry County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 20-07-408-008
which has the address of 417 Bristol Way [Street]
Cary [City], Illinois 60013 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

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abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

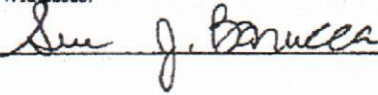
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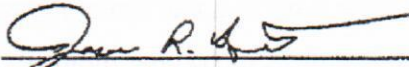
Page 7 of 8


Initials: JRK OL

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




Jason R Krejci (Seal)
-Borrower


Jennifer Krejci (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

VMI 

Page 8 of 8



STATE OF ILLINOIS,

McHenry County ss:

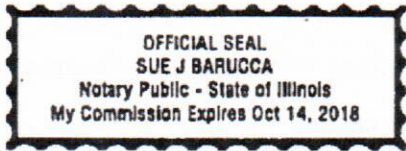
I, ~~Susan Barucca~~ **SUE J. BARUCCA**, a Notary Public in and for said county and state do hereby certify that Jason R Krejci and Jennifer Krejci, husband and wife.

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of March, 2015

My Commission Expires: 10/14/18

Sue J Barucca
Notary Public



Loan origination organization C & R Mortgage Corp
NMLS ID [REDACTED]
Loan originator Robert D Burke
NMLS ID [REDACTED]



VMP®-4N(IL) (1/3/02).00

Page 8 of 8



File Number [REDACTED]

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 194 in Candlewood Trails Unit Two, Being a resubdivision of Out-Lot C in Candlewood Trails Unit One, and a subdivision of part of the South 1/2 of Section 7, Township 43 North, Range 9 East of the Third Principal Meridian, according to the plat thereof, recorded January 29 1979 as Document 758082 and Certificate of Correction Recorded as Document 762306, in McHenry County, Illinois

PIN# 20-07-408-008

Property Address: 417 Bristol Way, Cary, IL 60013

PROVIDED TO PROPERTY INSIGHT BY MCHENRY COUNTY RECORDER

Legal Description - Exhibit "A" © Rev. 10/29/2009 11:01:00 AM

McHenry County Recorder Paydra K. Walker [REDACTED]

MIN
MERS Telephone: (888) 679-6377

Note

FHA Case No.
[Redacted]

March 13, 2015
[Date]

Niles
[City]

IL
[State]

417 Bristol Way
Cary, IL 60013
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 223,570.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is Freedom Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 1, 2015. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on April 1, 2045, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 89486, Cleveland, OH 44101-9486

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,067.36

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

FHA Multistate Fixed Rate Note
Bankers SystemsSM VMPSM
Winters K/Lwer Financial Services

1/15
VMP1R (1411) 00
Page 1 of 4

EXHIBIT
B

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

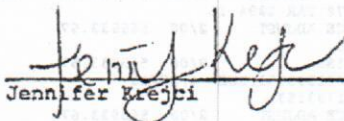
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Grounds for Acceleration of Debt.

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Jason R Krejci (Seal)
-Borrower


Jennifer Krejci (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

[Sign Original Only]

Loan origination organization C & R Mortgage Corp
NMLS ID [REDACTED]
Loan originator Robert D Burke
NMLS ID [REDACTED]

Pay to the order of

Without recourse this _____ day of _____ 20____
Freedom Mortgage Corporation

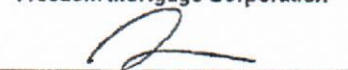

Stanley C. Middleman
President/Chief Executive Officer

EXHIBIT C

EXHIBIT C

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
COUNTY OF MCHENRY, STATE OF ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
Electronically Filed
Transaction ID: 17111118904
17CH000826
12/05/2017
McHenry County, Illinois
22nd Judicial Circuit

FREEDOM MORTGAGE CORPORATION
Plaintiff(s),
vs.
JASON R. KREJCI A/K/A JASON ROBERT KREJCI,
JENNIFER KREJCI, UNKNOWN TENANTS, UNKNOWN
OWNERS AND NON-RECORD CLAIMANTS,
Defendant(s).

Case No. 17CH000826

SEE ATTACHED FOR SERVICE

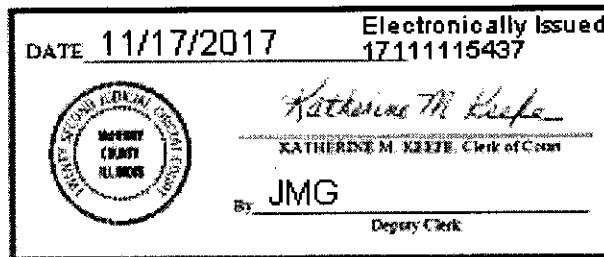
SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an Answer in this case, or otherwise file your Appearance in the office of the Clerk of this Court (located in the McHenry County Courthouse, 2200 NORTH SEMINARY, WOODSTOCK, IL 60098), within 30 days after service of this Summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the Officer:

This Summons must be returned by the Officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.



LAW OFFICES OF IRA T. NEVEL, LLC

Attorney for Plaintiff
Ira T. Nevel - ARDC #06185808
Timothy R. Yueill - ARDC #6192172
Greg Elsnic - ARDC #6242847
Richard Drezek - ARDC #6301323
Aaron Nevel - ARDC #6322724
175 North Franklin St. Suite 201
Chicago, Illinois 60606
(312) 357-1125
Pleadings@nevelilaw.com
GP
17-03710

IMPORTANT INFORMATION FOR HOMEOWNERS IN FORECLOSURE

HOW TO SAVE YOUR PROPERTY - PLEASE READ - DO NOT IGNORE

1. **POSSESSION:** The lawful occupants of a home have the right to live in the home until a judge enters an order for possession.
2. **OWNERSHIP:** You continue to own your home until the court rules otherwise.
3. **REINSTATEMENT:** As the homeowner you have the right to bring the mortgage current within 90 days after you receive the summons.
4. **REDEMPTION:** As the homeowner you have the right to sell your home, refinance, or pay off the loan during the redemption period.
5. **SURPLUS:** As the homeowner you have the right to petition the court for any excess money (i.e. if your home is sold for more than you owe) that results from a foreclosure sale of your home.
6. **WORKOUT OPTIONS:** The mortgage company does not want to foreclose on your home if there is any way to avoid it. Call your mortgage Company **FREEDOM MORTGAGE 866-505-0949** or its attorneys to find out the alternatives to foreclosure.
7. **PAYOFF AMOUNT:** You have the right to obtain a written statement of the amount necessary to pay off your loan. Your mortgage company (identified above) must provide you this statement within 10 business days of receiving your request, provided that your request is in writing and includes your name, address of the property, and the mortgage account or loan number. Your first payoff statement will be free.
8. **GET ADVICE:** This information is not exhaustive and does not replace the advice of a professional. You may have other options. Get professional advice from a lawyer or HUD-certified housing counselor about your rights and options to avoid foreclosure.
9. **LAWYER:** If you do not have a lawyer, you may contact The Illinois State Bar Association, or a legal aid organization that provides free legal assistance.
10. **PROCEED WITH CAUTION:** You may be contacted by people offering to help you avoid foreclosure. Before entering into any transaction with persons offering to help you, please contact a lawyer, government official, or HUD-certified housing counselor for advice.

**INFORMACION IMPORTANTE PARA PROPIETARIOS DE CASA
EN PROCESO DE EJECUCIÓN HIPOTECARIO**

COMO SALVAR SU CASA – POR –FAVOR LEA- NO IGNORE

- 1. POSESION:** Los ocupantes legítimos en la vivienda tienen el derecho de vivir en la casa hasta que el juez emita por escrito una Orden de Posesión judicial.
- 2. TITULARIDAD:** Usted sigue como propietario de su casa hasta que el juez emita una decisión contraria.
- 3. RESTABLECIMIENTO:** Como el propietario usted tiene el derecho de traer al corriente su hipoteca dentro de 90 días después de que usted recibe la CITACION.
- 4. REDENCION DE LA PROPIEDAD:** Como el propietario usted tiene el dercho de vender su casa, refinanciar, o pagar el total del préstamo durante el periodo de redención.
- 5. EXCESO DE BIENES:** Como el propietario usted tiene el derecho de presentar una solicitud ante el tribunal para el exceso de dinero resulatdo de la vente de ejecución de su casa. (Si su casa a sido vendida por mas del valor de lo que usted debe.)
- 6. OPCIONES DE NEGOCIACION:** El prestamista hipotecario no quiere ejecutar sobre su casa si hay cualquier modo de evitarlo. Llame a su prestamista hipotecario;
FREEDOM MORTGAGE 866-505-0949 o los abogados para averiguar (inserte el nombre del actual prestamista hipotecario del propietario en tinta negra & tipo de punto 14)
las alternativas a la ejecucuión hipotecaaria.
- 7. CANTIDAD DEL SALDO:** Usted tiene el derecho de obtener una declaración por escrita de la cantidad necesaria para pagar su préstamo. Su prestamista hipotecario (identificado arriba) debe proporcionarle esta declaracion dentro de 10 días de haber recibido su petición, con tal de que su petición sea por escrito e incluyee su nombre, la dirección de la propiedad y la cuenta de hipotecaria o el numero de presátmo. Su primera declaracion del saldo sera gratis.
- 8. OBTENGA ASESORIA:** Esta información no es exhaustiva y no sustituye el consejo de un profesional. Usted puede tener otras opciones. Obtenga asesoria profesional de un abogado o de un consejero de vivienda certificado por HUD sobre sus derecho y opciones para evitar la ejecución hipotecaria.
- 9. ABOGADO:** Si usted no tiene un abogado, puede ponerse en contacto con Illinois State Bar Association o cualquier organizacion que provee asistencia legal gratis .
- 10. PROCEDA CON PRECAUCION:** Usted podria ser contacto por gente ofreciéndole ayuda para evitar la ejecución hipotecaria. Antes de entrar en cualquier transaccion con personas ofreciendole ayuda, por favor comuniquese con un abogado, representante gubernamental o consejero de vivienda para accesoria.

SERVICE LIST

JASON R. KREJCI A/K/A JASON ROBERT KREJCI
417 BRISTOL WAY
CARY, IL 60013

JASON R. KREJCI A/K/A JASON ROBERT KREJCI
359 ORIOLE TRAIL
CARY, IL 60013

JENNIFER KREJCI
417 BRISTOL WAY
CARY, IL 60013

JENNIFER KREJCI
359 ORIOLE TRAIL
CARY, IL 60013

IN THE CIRCUIT COURT FOR THE TWENTY SECOND JUDICIAL
CIRCUIT
MCHENRY COUNTY, WOODSTOCK ILLINOIS

Freedom Mortgage Corporation
Plaintiff(s),

Case No.:17 CH 000826

AFFIDAVIT OF SERVICE

vs.

Jason R. Krejci A/K/A Jason Robert Krejci, Jennifer Krejci,
Unknown Tenants, Unknown Owners and Non-Record
Claimants
Defendant(s),

I, **Spencer Davis**, being first duly sworn on oath, depose and say the following:

I am over the age of 18, not a party to this action, and an employee of Elite Process Serving and Investigations, Inc., a licensed private detective agency, license number 117-001199.

Type of Process: **Summons and Complaint to Foreclose Mortgage**

Defendant to be served: **Jason R. Krejci A/K/A Jason Robert Krejci**

Address where served: **417 Bristol Way, Cary, IL 60013**

On **November 29, 2017** at **7:50 AM**, I served the within named defendant in the following manner:

INDIVIDUAL SERVICE: By delivering a copy of this process to the within named defendant personally.

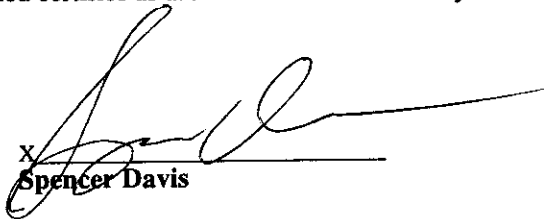
Description of person process was left with:

Sex: **Male** - Race: **White** - Hair: **Bald** - Approx. Age: **40** - Height: **5'9"** - Weight: **230**

Comments: Signature obtained on field sheet.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

FURTHER AFFIANT SAYETH NOT.

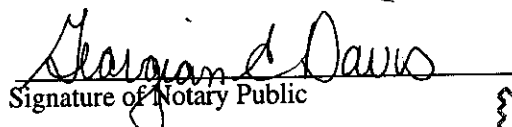
X 
Spencer Davis

State of Illinois

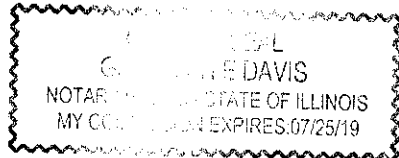
County of McHenry

Subscribed and Sworn to before me on this

30th day of November, 2017


Signature of Notary Public

Job: 407008
File: 17-03710 - ITN



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JASON R. KREJCI, Individually and on behalf of others similarly situated,

(b) County of Residence of First Listed Plaintiff Cook (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

The Law Office of M. Kris Kasalo, Ltd. 20 North Clark Street, Suite 3100 Chicago, IL 60602 Tel. 312-726-6160

DEFENDANTS

LAW OFFICES OF IRA T. NEVEL, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

15 U.S.C. § 1692 et seq. (Fair Debt Collection Practices Act)

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

IX. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

X. This case (check one box) Is not a refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE June 2, 2018

SIGNATURE OF ATTORNEY OF RECORD s/ Mario Kris Kasalo

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Law Offices of Ira T. Nevel Named in Class Action Alleging Violations of Debt Collection Law](#)
