

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

PNC Bank, National Association, successor in  
interest to National City Bank,

Plaintiff,

v.

Des Plaines Yamaha & Suzuki, Inc.; Chicago Title  
Land Trust Company, as Successor Trustee to  
Harris Trust and Savings Bank as Trustee under  
Trust Agreement dated August 1, 1967 and known  
as Trust No. 32873; Beneficiaries of Chicago Title  
Land Trust Company, as Successor Trustee to  
Harris Trust and Savings Bank as Trustee under  
Trust Agreement dated August 1, 1967 and known  
as Trust No. 32873; Harvey Fields; Reid Fields;  
Betty J. Fields; Blanche Fields,

Defendants.

Case No. 1:12 cv 07948

Assigned Judge: James B. Zagel

Magistrate Judge: Mary M. Rowland

Property Address:

1529 Rand Road

Des Plaines, Illinois 60016

**AFFIDAVIT OF MORTGAGEE IN SUPPORT OF THE MOTION FOR  
JUDGMENT OF FORECLOSURE AND SALE**

I, Michael Naso, being first duly sworn on oath deposes and states that if sworn as a witness would testify as follows:

1. That I have personal knowledge of the facts stated in this Affidavit and if sworn as a witness I could testify competently thereto.

2. That I am an Officer of Commercial Banking-Asset Resolution Team of PNC Bank, National Association, successor in interest to National City Bank, successor in interest to Mid America Bank, FSB, successor in interest to EFS Bank, ("Plaintiff" or "PNC") and that in such capacity I am familiar with the records of the Plaintiff; I have personally examined the same; and I am duly authorized to make this Affidavit on behalf of the Plaintiff.

3. That this Affidavit is made pursuant to 735 ILCS 5/15-1506(a) for the purpose of proving and verifying the facts alleged in the Complaint herein.

4. That all of the allegations of the Complaint on file herein are true and of my own

personal knowledge.

5. That I am familiar with the instrument to be foreclosed: Mortgage executed by Harris Trust and Savings Bank as Trustee under Trust Agreement dated August 1, 1967 (n/k/a Chicago Title Land Trust Company, as Successor Trustee to Harris Trust and Savings bank as Trustee under Trust Agreement dated August 1, 1967 and known as Trust No. 32873), as Mortgagor, in favor of Plaintiff, as Mortgagee, and recorded against the Property commonly known as 1529 Rand Road, Des Plaines, Illinois 60016 (the "Property") ("Mortgage") to secure a loan in the sum of \$150,000.00 as evidenced by a Note executed by Des Plaines Yamaha & Suzuki, Inc. and Chicago Title Land Trust Company, as Successor Trustee to Harris Trust and Savings Bank as Trustee under Trust Agreement dated August 1, 1967 and known as Trust No. 32873 in favor of Plaintiff on October 16, 2000, and as modified on November 16, 2004 (collectively the "Note"). Copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively.

6. As consideration for Plaintiff's agreement to extend credit to Borrowers then, and in the future, on September 14, 1995, Harvey Fields executed and delivered to Plaintiff his Guaranty (Without Dollar Limitation), whereby Harvey Fields unconditionally agreed to pay all amounts due Plaintiff by Borrower in connection with the Note (the "Harvey Fields Guaranty"). A true and correct copy of the Harvey Fields Guaranty is attached here and incorporated as Exhibit "C".

7. As consideration for Plaintiff's agreement to extend credit to Borrowers then, and in the future, on September 14, 1995, Reid Fields executed and delivered to Plaintiff his Guaranty (Without Dollar Limitation), whereby Reid Fields unconditionally agreed to pay all amounts due Plaintiff by Borrower in connection with the Note (the "Reid Fields Guaranty"). A true and correct copy of the Reid Fields Guaranty is attached here and incorporated as Exhibit "D".

8. That PNC Bank, National Association, successor in interest to National City Bank, is the legal holder of said Note and the Mortgage given as security therefore.

9. That the real estate conveyed by the Mortgage was fee simple.

10. That I am familiar with the books of original entry and accounts maintained by PNC Bank for the collection due on the Note.

11. That I am familiar with the current status of the mortgage account.

12. That a default occurred for failure to pay the delinquent Property Taxes for years 2009 through the present, and for failure to pay the monthly principal and interest payments under the terms of the Note when due.

13. That by reason of said defaults Plaintiff elected to accelerate the debt thereby claiming the entire balance due under the terms of said Note and Mortgage and authorized the filing of this foreclosure suit.

14. That said defaults have not been cured under the provisions of Section 15-1602 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1602) and no payments have been received by the Plaintiff since the date the defaults were declared.

15. Attached hereto as Exhibits A, B, C, D and E, are true and correct copies of the Mortgage, Note, Harvey Fields Guaranty, Reid Fields Guaranty, and the Loan History relied upon by affiant in making this affidavit.

16. The Loan History is generated by a computer system that is used by PNC Bank to track payments made towards accounts, interest calculations for amounts due and owing on accounts, update balances due on accounts and in order to track, maintain and calculate all amounts due and owing on any PNC account.

17. Programs similar to the computer program used by PNC Bank are customarily used in the banking industry.

18. The computer program is periodically checked for reliability.

19. The computer program has always been found to be both accurate and reliable in calculating the amounts due and owing on any PNC Bank account.

20. When payments towards accounts are received by PNC Bank, employees of PNC

Bank credit said payments to the appropriate accounts. In the same manner, when charges are made against an account, employees of PNC Bank debit the appropriate accounts.

21. This payment and debit information entered into the computer program is set forth in the Loan History. It is entered into the computer program in the ordinary course of business by PNC Bank and it details all of the transactions that occur relating to the specific accounts for the histories of the accounts.

22. It is the regular course of business for PNC Bank to make the memoranda set forth in said Loan Histories at the time of their occurrence or within a reasonable time thereafter. Further, the memoranda are not made in anticipation of litigation.

23. It is the Loan History and the records set forth therein upon which I relied in making this Affidavit on behalf of PNC.

24. That there is due and owing to the Plaintiff the following amounts:

LOAN BALANCE THROUGH MARCH 7, 2013:

Principal Balance	\$198,517.38
Interest	\$ 16,793.80
Late Charges	\$ 851.04
Appraisal	\$ 219.00
Title	\$ 140.00
Total	<u>\$216,521.22</u>

Per Diem: \$20.678894

FORECLOSURE COSTS:

Service	\$ 455.00
Recorder	\$ 52.00
Estimates of Redemption	\$ 40.00
Court Reporter	\$ 36.25
Minutes of Foreclosure	<u>\$ 878.00</u>
Total	<u>\$ 1,461.25</u>

SUBTOTAL LOAN BALANCE AND COSTS \$217,982.47

Attorney Fees – Crowley & Lamb, P.C. \$ 3,895.00

TOTAL

\$221,877.47

WHEREFORE, affiant further sayeth naught.

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Michael Naso, Officer of Commercial Banking-  
Asset Resolution Team  
PNC Bank, National Association, successor in interest  
to National City Bank,

I, Michael Naso, being first duly sworn on oath, state that I have read the foregoing Affidavit and believe the contents therein are true, in substance and fact.

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Michael Naso, Officer of Commercial Banking-  
Asset Resolution Team  
PNC Bank, National Association, successor in interest  
to National City Bank, successor in interest to  
MidAmerica Bank, FSB, successor in interest to EFS  
Bank

SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_\_ day of  
March, 2013

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NOTARY PUBLIC

Patrick D. Lamb (ADRC#3128062)  
Christopher S. Fowler (ARDC #6282889)  
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